



**MONUMENT TOWN COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 17, 2025 – 6:30 PM**

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

[Participate Via Microsoft Teams](#)

Participate Via Telephone 719-200-6099 ID: 726 366 201#

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 - November 17, 2025
- b. Special Meeting Minutes - October 29, 2025
- c. Meeting Minutes - November 3, 2025
- d. Resolution No. 63-2025 - A Resolution Approving Amendments to the Town Manager's Employment Contract - (*Emily Trujillo*)
- e. Resolution No. 64-2025 - A Resolution Awarding a Construction Contract to Capital Paving and Construction, LLC for the Beacon Lite Road Water Main Placement Project - (*Thomas Tharnish*)

4. Oaths of Office:

- a. Officer Connell and Officer Guillen - (*Chief Regan*)

5. Presentations:

- a. 2026 Draft Budget - (*Jennifer Phillips*)
- b. Americans With Disabilities Self-Assessment Report - (*Jennifer Phillips*)

6. Ordinances: *Public Hearings Required*

- a. Ordinance No. 21-2025 - An Ordinance Amending Title 3 Section 3.08.030 and 3.11.010(I) of the Monument Municipal Code to Remove the Vendor's Fee Discounts - (*Jennifer Phillips*)

7. Resolutions:

- a. Resolution No. 65-2025 - A Resolution Adopting 2026-2028 Strategic Objectives - (*Madeline VanDenHoek*)
- b. Resolution No. 66-2025 - A Resolution to Approve a Revised Employee Handbook - (*Emily Trujillo*)

8. Public Comments For Items Not on the Agenda: *Individuals attending in person may raise their hand to indicate their desire to comment. Individuals attending via Teams may "raise their hand" digitally to comment via connected devices. Please lower your hand when finished with your comments. Comments are limited to 3 minutes.*

9. Future Agenda Item Authorization:

- a. Study Session on Title 8 Rewrite - January 5 at 5:30 PM

10. Reports:

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

11. Council Comments:

12. Executive Sessions:

- a. 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*)

13. Adjournment:

**MONUMENT TOWN COUNCIL
SPECIAL MEETING MINUTES**

Wednesday, October 29, 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 special 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:		Jennifer Phillips, Director of Finance/Acting Town Manager	
Mayor Mitch LaKind		Patrick Regan, Police Chief	
Mayor Pro Tem Steve King		Tina Erickson, Town Clerk	
Councilmember Sana Abbott		Will Williams, Director of IT	
Councilmember Marco Fiorito		Dan Ungerleider, Director of Planning	
Councilmember Kenneth Kimple			
Councilmember Laura Kronick			
ATTENDED REMOTELY: Councilmember Chad Smith			
ABSENT WITH PRIOR NOTICE:			
ABSENT WITHOUT PRIOR NOTICE:			

2. Approval of the Agenda:

a. Agenda - October 29, 2025

Councilmember Laura Kronick made a motion to approve the consent agenda as presented, the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 7 to 0.

3. Disclosures of Conflicts of Interest:

a. Disclosures of Potential Conflicts of Interest

b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters

- No disclosures with potential conflicts of interest were received.

4. Reports:

a. Consideration of Economic Incentives

Phillips presented the draft letter for consideration of economic incentives as included in the council packet. Councilmember Marco Fiorito read a statement into the record from ACCO. Seth Pruett director of economic development with Colorado Springs Chamber & EDC, he spoke on the positive and estimated economic impacts this could bring to the community as well as answered questions the council had. The Council gave staff

direction to move forward with allowing Mayor Mitch LaKind to sign the letter and submit the letter to the state and to keep the council informed with updates.

5. Public Comments For Items Not on the Agenda:

- No public comments were received.

6. Adjournment:

Mayor Mitch LaKind moved to adjourn the meeting, the motion was passed unanimously, the meeting was adjourned at 7:37pm.

Respectfully Submitted,

Tina Erickson, Town Clerk

**MONUMENT TOWN COUNCIL
MEETING MINUTES**

Monday, November 3, 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 Sana Abbott		Bob Cole, Town Attorney	
Councilmember Marco Fiorito		Will Williams, Director of IT	
Councilmember Kenneth Kimple		Thomas Tharnish, Director of Public Works	
Councilmember Laura Kronick		Jennifer Phillips, Director of Finance	
Councilmember Chad Smith		Laura Hogan, Director of Administration	
		Dan Ungerleider, Director of Planning	
ATTENDED REMOTELY:			
ABSENT WITH PRIOR NOTICE:			
ABSENT WITHOUT PRIOR NOTICE:			

2. Disclosures of Conflicts of Interest:

- a. Disclosures of Potential Conflicts of Interest
 - b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters
- No potential conflicts of interest were received.

3. Approval of the Consent Agenda:

- a. Agenda - November 3, 2025
- b. Meeting Minutes - October 20, 2025

Councilmember Marco Fiorito made a motion to approve the consent agenda as presented, the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 7 to 0.

4. Recognition:

a. Veterans' Day

Mayor Mitch LaKind and council gave recognition and appreciation to all veterans.

5. Presentations:

a. Review of Draft 2026 Budget

Phillips presented the proposed draft 2026 budget as included in the council packet. The council gave staff direction to reinstate water utility franchise fees; potentially raise Tax Mill Levy; remove CML conference for the council; investigate paid parking at the lake; short-term rental education; discontinue the discount on sales tax for on-time paying sales taxes; re-evaluate the Chamber of Commerce visitors center contributions - consider charging the Chamber of Commerce to pay rent/ re-evaluate the lease agreement or sell the building. Phillips will have 2 amendments: May and November.

- The council took a recess at 7:48pm.
- The council resumed the meeting at 7:58pm.

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

a. Ordinance No. 19-2025 - An Ordinance Amending Section 18.06.250.A.5. of the Monument Municipal Code Regarding Prohibited Signs

Ungerleider presented ordinance no. 19-2025 as included in the council packet. Mayor Mitch LaKind opened the public hearing, no public comments were received. Mayor Mitch LaKind closed the public hearing. Councilmember Marco Fiorito made a motion to approve ordinance no. 19-2025 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 7 to 0.

b. Ordinance No. 20-2025 - An Ordinance Approving the Preliminary Planned Unit Development for Legacy at Jackson Creek Landing and the Final Planned Unit Development for Legacy at Jackson Landing Phase I

Ungerleider presented ordinance no. 20-2025 as included in the council packet. Carl Barton with Kimley-Horn and Associates introduced Chris Hake with Legacy Development Partners. Barton provided a presentation as included in the council packet. Mayor Mitch LaKind opened the public hearing, no public comments were received. Mayor Mitch LaKind closed the public hearing. Mayor Pro Tem Steve King made a motion to approve ordinance no. 20-2025 to include the condition that the proposed signage must be a monument sign similar in height to the signage at Monument Market Place North and the motion was seconded by Councilmember Marco Fiorito. Roll call vote was taken and the motion passed 7 to 0.

7. Resolutions:

a. PUBLIC HEARING on Resolution No. 62-2025 - A Resolution Approving the Preliminary Plat for Legacy at Jackson Landing and the Final Plat for Legacy at Jackson Landing Phase I

Ungerleider presented resolution no. 62-2025 as included in the council packet. Mayor Mitch LaKind opened the public hearing, no public comments were received. Mayor Mitch LaKind closed the public hearing. Councilmember Chad Smith made a motion to approve resolution no. 62-2025 and the motion was seconded by Mayor Mitch LaKind. Roll call vote was taken and the motion passed 7 to 0.

8. Public Comments For Items Not on the Agenda:

- Dan DeBoo- spoke about the Chamber of Commerce regarding the free rent and town contributions.

9. Future Agenda Item Authorization:

- No future agenda items.

10. Council Comments:

- Mayor Mitch LaKind requested contributions for Tri-Lakes Cares turkey donations; reminded the public of the informal Town Hall meeting on Wednesday November 5, 2025.
- Councilmember Marco Fiorito highlighted the special meeting held on October 29th regarding incentive program.
- Mayor Pro Tem Steve King discussed the letter that was submitted to the El Paso County Commissioners regarding Chad Smith's appointment stating his nomination should have been accepted and had a different letter for the council to sign to submit again.
- Councilmember Laura Kronick spoke about a couple of new programs in El Paso County that you can sign up for on their website.

11. Adjournment:

Mayor Mitch LaKind moved to adjourn the meeting, the motion was passed unanimously, the meeting was adjourned at 9:40pm.

Respectfully Submitted,

Tina Erickson,
Town Clerk

DRAFT

TOWN OF MONUMENT

RESOLUTION NO. 63-2025

**A RESOLUTION APPROVING AMENDMENTS TO THE TOWN MANAGER'S
EMPLOYMENT CONTRACT**

WHEREAS, the Town of Monument previously entered into an agreement with Town Manager, Madeline VanDenHoek, ("Town Manager") on May 19, 2025; and

WHEREAS, the Town and Town Manager expressly intend and agree that this Addendum is hereby incorporated into the Agreement, and the terms herein shall modify and control the terms in the Agreement as applicable.

THEREFORE, the Town of Monument Town Council hereby resolves to:

Approve the addendum to the Town Manager's Contract which will take effect immediately upon adoption.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson Town Clerk

ADDENDUM TO TOWN OF MONUMENT TOWN MANAGER EMPLOYMENT AGREEMENT

THIS ADDENDUM TO TOWN OF MONUMENT TOWN MANAGER EMPLOYMENT AGREEMENT (“Addendum”) modifies the Town of Monument Town Manager Employment Agreement (“Agreement”) between the Town of Monument (the “Town”) and the Town Manager, Madeline VanDenHoek (“Town Manager”), and is effective as of the last date of execution noted below.

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

1. Terms of Addendum Controlling. The Town and Town Manager expressly intend and agree that this Addendum is hereby incorporated into the Agreement, and the terms herein shall modify and control the terms in the Agreement as applicable. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms in this Addendum.

2. Compensation. The compensation terms in the Agreement shall be modified to provide as follows: As a base annual salary (excluding employer-provided benefits), the Town agrees to pay the Town Manager for the services described in the Agreement the sum of \$195,000 per annum, payable in near equal installments at the same time and by the same method as other management employees of the Town are paid, less any necessary furlough days and agreed upon withholdings for state and federal taxes, retirement contributions, insurance, and other deductions, as applicable. Commencing in 2026, the Town agrees to annually consider, and if deemed appropriate by the Town Council, to approve an increase in the Town Manager’s pay for each year that the Agreement, or any extension thereto, is in effect (the “Merit Increase”). The amount of any Merit Increase shall be dependent upon the Town Manager’s performance as provided in the performance evaluation conducted under the provisions of Section 9 of the Agreement. The Town Manager shall receive the same cost of living increase or other non-merit pay adjustments generally applicable to other Town employees, but not including position-specific market adjustments, effective January 1 of each year, beginning in 2026.

3. Termination. The termination terms in the Agreement shall be modified to provide as follows: Notwithstanding any provision of this Agreement to the contrary, the Town Manager understands and agrees that she is employed by the Town at the will and pleasure of the Town Council. The Town Council may terminate the Agreement for any reason and at any time in accordance with Section 7.2 of the Chapter. Any provisions as to job performance, termination of employment for cause, or hearings for such termination as provided in the Personnel Handbook and policies that apply generally to employees of the Town shall not apply to the Town Manager.

a. Severance/Termination at Will. The Town acknowledges that the Town Manager is committing to serve the Town for a period of nineteen (19) months. In the event the Town Manager is terminated at will, the Town agrees to pay the Town Manager:

i. A case severance equal to six (6) months of the Town Manager's salary and benefits.

ii. The premium for Town sponsored medical and life insurance coverage for a period of six (6) months.

b. Definitions of Termination at Will. For purposes of this Agreement, the following shall be considered termination at will:

i. The Town Council votes to terminate Employee without cause, or with cause but without following the procedures of Subsection d. of this Section;

ii. The Town Council or citizens act to amend any provisions of the Charter or Ordinances that have the effect of substantively reducing the role, powers, duties, authority, or responsibilities of the Town Manager's position;

iii. The Town Council reduces the base salary, compensation, or any other financial benefit of the Town Manager, except when such reduction is the result of necessary furlough days voluntarily taken by the Town Manager. During 2026, the Town Manager anticipates and agrees that it may be necessary for her to take one to two furlough days per month depending on scheduling. Additionally, there will be no termination at will if salary, compensation or other financial benefit reductions are applied to the Town Manager at no greater percentage than the average reduction to all department heads;

iv. The Town is in breach of this Agreement, and such breach has not been reasonably cured by the Town within thirty (30) days of such notice; or

v. The Town Council advises the Town Manager that her resignation would be accepted if offered, and the Town Manager offers said resignation.

c. Agreement Regarding Reasonable Participation. In the event the Town Manager is terminated at will, the Town Manager agrees to reasonably participate in any legal matters involving the Town upon the Town's request in which the Town Manager may have knowledge for a period of six (6) months from the date of her termination as Town Manager.

d. Termination for Cause. The Town Council may terminate the Agreement and the Town Manager's employment for cause following written notice to the Town Manager of the allegations leading to termination and an opportunity for the Town Manager to address such allegations in a meeting with Town Council. The Town Manager must request such meeting with Town Council within fifteen (15) days of receiving notice and agrees that between the date she received notice and the meeting with Town Council that she will be placed on paid administrative leave. If the Town Manager does not timely request a meeting with Town Council, such meeting opportunity will be deemed waived. In accordance with State law, the Town Manager may agree to hold the meeting with Town Council in an executive session. Following the meeting, the Town Council will provide the Town Manager with notice of whether her employment with the Town will be terminated. In the event that the Town Manager is terminated for cause, the Town

Council's termination decision shall be final and no further appeal is permitted. As the Town Manager remains an at-will employee regardless of this Section, a finding of for cause termination only affects the Town's obligation to pay the Town Manager severance. Termination for cause shall be without entitlement to severance benefits and is not subject to any provisions in Subsection a. of this Section. For purposes of the Agreement, "cause" shall be defined as including any of the following acts committed by the Town Manager:

i. Any material breach of the terms of the Agreement by the Town Manager, as defined by the Agreement and the attached Exhibit A, "Performance Standards Constituting Breach," which is incorporated herein by reference.

ii. Injury to the economic or ethical welfare of the Town by the Town Manager's misconduct or inattention to her duties and responsibilities under the Agreement, including engaging in any activity that the Town Council, in its sole discretion, determines creates a legal conflict of interest with the Town or objectively and reasonably creates the appearance of moral turpitude.

iii. Engaging in any of the following forms of misconduct: conviction of or a plea of guilty or no contest to a felony; a determination the Town Manager engaged in theft of Town property or funds; the use of controlled substances or being intoxicated or under the influence of alcohol or drugs not prescribed by a physician on Town premises or while on duty; any illegal use of any controlled substance; illegal gambling on the Town's premises; a determination after investigation of discriminatory behavior toward, or harassment or abuse of, any person, where such harassment and/or abuse is prohibited by Federal or State law; dishonesty, including, without limitation, falsifying any document prepared in anticipation of, in connection with, or as a result of the Town Manager's employment with the Town; or any other act or offense described in the Personnel Handbook or other written Town policies or procedures that would normally result in the termination of employment of any employee of the Town.

e. Resignation. The Town Manager may voluntarily resign from her employment with the Town upon at least thirty (30) days advance written notice; provided, however, that the Town may require the Town Manager to discontinue her employment sooner than the full thirty (30) days when in the best interest of the Town. Voluntary resignation shall be without entitlement to severance benefits. In the event the Town discontinues the Town Manager's employment with the Town sooner than thirty (30) days following Town Manager's notice of resignation, the Town shall pay the Town Manager's salary and benefits only until the date employment is discontinued.

IN WITNESS WHEREOF, the TOWN OF MONUMENT has caused this Addendum to be signed and executed on its behalf by the Mayor of the Town Council and the Town Manager has signed and executed this Addendum, both in duplicate, as of the day and year provided below.

TOWN OF MONUMENT

By:

Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

EMPLOYEE

By:

Madeline VanDenHoek

MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Thomas A. Tharnish, Director of Public Works
DATE: November 17, 2025
RE: Resolution 64-2025 awarding a construction contract to Capital Paving & Construction LLC for the Beacon Lite Road Water Main Replacement Project.

BACKGROUND: The Town of Monument Water Department has been evaluating a water main project on Beacon Lite Rd. due to aging infrastructure of the current water mains in the road. El Paso County has a road project to build a new road with paving, stormwater, and concrete curb and gutter as a PPRTA Project. After many meetings with El Paso County Public Works and Engineering, we have both discussed the timing of both their road project and the Towns water main project. Originally the thought was to just move the existing water mains to realign with the new road, but after evaluating the age of the water mains (being 40-50 years in the ground), the decision was made to install new water mains to give some long-term viability to the Towns water pipeline infrastructure.

DISCUSSION: The Town's Water Department staff have utilized the current tank design engineering firm, RESPEC, to design the water pipelines to ensure a good transition to the proposed new water tank which may be under construction by early next year, barring any more legal issues with the tank site. The project has been a very coordinated effort between El Paso County, the Town of Monument, RESPEC Engineering and the contractor for the road project. Our Town Attorneys office has been instrumental with cleaning up the contract and agreement documents that both the Town and the contractor have agreed upon.

PROS/CON'S: Pro's - By moving forward with this resolution to approve the construction of new water mains on Beacon Lite Rd., this will allow a smooth transition with the El Paso County Beacon Lite Rd. project so that we don't have to come back later next year and cut into their new pavement. Con's - By not approving this resolution, we would need to both go out to bid and evaluate when we could come back to dig up the new road to install these new water mains.

FISCAL IMPACT: The cost of this construction contract with Capital Paving & Construction LLC will be \$1,588,920.00 (a 10% contingency amount of \$158,892.00 will be added to this project.) The total amount asking to be authorized will be **\$1,747,812.00**. We are projecting about 10% of the contract amount will be utilized prior to the end of this budget year. The remainder of the contract will be spent in the 2026 budget year once the budget is approved. The funds required are within the 2A Fund budget for the 2025 and 2026 budget years.

STAFF RECOMMENDATION: Recommend passage of Resolution 64-2025, awarding a construction contract to Capital Paving & Construction LLC for the Beacon Lite Road Water Main Project.

TOWN OF MONUMENT

RESOLUTION NO. 64 - 2025

**A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO CAPITAL
PAVING & CONSTRUCTION, LLC FOR THE BEACON LITE ROAD WATER
MAIN REPLACEMENT PROJECT**

WHEREAS, the Town's Water Department staff has evaluated the need to construct and install 2 new water mains to coincide with the El Paso County Road Project on Beacon Lite Road, and;

WHEREAS, the Town's senior staff has evaluated the contractor's proposal to install these new water mains and has submitted a proposal that is on par with the "Engineers Opinion of Probable Construction Costs", and;

WHEREAS, the Town staff has had extensive conversations with El Paso County Public Works and Engineering about utilizing the same contractor that they are using for the road construction project for the county and has determined there are cost savings in utilizing this same contractor, and;

WHEREAS, Capital Paving & Construction LLC has had references checked and the company is well experienced in this type of project, and;

WHEREAS, if the Town Council approves this construction contract with Capital Paving & Construction LLC, it will allow for a streamlining of combining the El Paso County Road Project with the Town of Monuments Water Main Pipeline Project which will expedite the project so that we can place these new water mains into service by late summer.

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

The Town Council hereby awards a construction contract to Capital Paving & Construction LLC to construct and install new water mains underneath Beacon Lite Road prior to the new road being completed by El Paso County.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 17th day of November 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch Lakind, Mayor

ATTEST:

Tina Erickson, Town Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Monument ("Owner") and Capital Paving & Construction, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Beacon Lite Road Water Main Replacement.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Beacon Lite Road Water Main Replacement.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **RESPEC COMPANY, LLC** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within Two Hundred and Forty-Three (243) days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Two Hundred and Forty-Three (243) days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$750** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
10	General Requirements	LS	1.00	\$170,320.00	\$170,320.00
20	Mobilization/Demob, & Contract Requirements	LS	1.00	\$38,385.00	\$38,385.00
30	12 Inch C900 DR 14 Pipe	LF	3,420.00	\$179.00	\$612,180.00
40	8 Inch C900 DR 14 Pipe	LF	3,400.00	\$114.00	\$387,600.00
50	6 Inch C900 DR 14 Pipe	LF	50.00	\$312.50	\$15,625.00
60	12 Inch Gate Valve	Each	11.00	\$6,116.00	\$67,276.00
70	8-inch Gate Valve	Each	16.00	\$3,810.00	\$60,960.00
80	6-inch Gate Valve	Each	1.00	\$3,127.00	\$3,127.00
90	1-inch HDPE Service Connections	Each	16.00	\$5,372.00	\$85,952.00
100	Fire Hydrant Assemblies	Each	5.00	\$15,510.00	\$77,550.00
110	Disinfection, Testing & Startup	LS	1.00	\$30,105.00	\$30,105.00
120	Removal and Disposal of Water Mains	LS	1.00	\$39,840.00	\$39,840.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$1,588,920.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) not to exceed **One Million Five Hundred Eighty-Eight Thousand Nine Hundred Twenty Dollars and Zero Cents (\$1,588,920.00)**.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Ninety-Five (95)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of zero percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Drawings (not attached but incorporated by reference) consisting of sixteen (16) sheets with each sheet bearing the following general title: Beacon Lite Road Water Main Replacement.
 6. Town of Monument & Triview Metropolitan District: Water Utility Policies and Standards (not attached but incorporated by reference).

7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **November 17th, 2025** (which is the Effective Date of the Contract).

Owner:

Town Of Monument
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Madeline VanDenHoek
(typed or printed)

Title: Town Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

645 Beacon Lite Road
Monument, CO 80132

Designated Representative:

Name: Thomas A. Thanish
(typed or printed)

Title: Director of Public Works
(typed or printed)

Address:

645 Beacon Lite Road
Monument, CO 80132

Phone: 719-499-1126

Email: ttharnish@tomgov.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Capital Paving & Construction, LLC *NO SEAN*
(typed or printed name of organization)

By: *Tyler Smith*
(individual's signature)

Date: *Nov. 5th, 2025*
(date signed)

Name: Tyler Smith
(typed or printed)

Title: VP Construction Operations
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *Shelly Sanden*
(individual's signature)

Title: *Contract Administration*
(typed or printed)

Address for giving notices:

130 Scott Station Rd.
Jefferson City, MO 65109

Designated Representative:

Name: Cory Allington
(typed or printed)

Title: Division Manager
(typed or printed)

Address:

384 Inverness Pkwy, Unit 270
Englewood, CO 80112

Phone: (970)-310-4209

Email: callington@capitalteams.com

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: Capital Paving & Construction LLC Address (principal place of business): 130 Scott Station Road Jefferson City, MO 65109	Surety Name: United States Fire Insurance Company Address (principal place of business): 305 Madison Avenue Morristown, NJ 07960
Owner Name: Town of Monument Mailing address (principal place of business): 645 Beacon Lite Road Monument, CO 80132	Contract Description (name and location): Beacon Lite Road Water Main Replacement In El Paso County Contract Price: \$1,588,920.00 Effective Date of Contract: November 17 th , 2025
Bond Bond Amount: \$1,588,920.00 Date of Bond: November 17, 2025 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Capital Paving & Construction LLC <i>NO SEW</i>	Surety United States Fire Insurance Company
(Full formal name of Contractor) By: <u>Shannon E. Dippold</u> (Signature)	(Full formal name of Surety) (corporate seal) By: <u>Kristen L. McCormick</u> (Signature) (Attach Power of Attorney)
Name: <u>Shannon E. Dippold</u> (Printed or typed)	Name: <u>Kristen L. McCormick</u> (Printed or typed)
Title: <u>V.P. of Operations Accounting</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Shelly Sanders</u> (Signature)	Attest: <u>Mona D. Weaver</u> (Signature)
Name: <u>Shelly Sanders</u> (Printed or typed)	Name: <u>Mona D. Weaver</u> (Printed or typed)
Title: <u>Contract Administration</u>	Title: <u>Surety Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07105

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mona D. Weaver, Sheila J. Montoya, Anuj Jain, Jessica Jean Rini, Kristen L. McCormick, Megan A. Brown, Shanna Walker

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

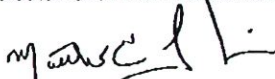
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of June, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Rubin, President



State of New Jersey }
County of Morris }

On this 25th day of June, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

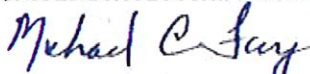


Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of November 2025.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



PAYMENT BOND

Contractor Name: Capital Paving & Construction LLC Address (principal place of business): 130 Scott Station Road Jefferson City, MO 65109	Surety Name: United States Fire Insurance Company Address (principal place of business): 305 Madison Avenue Morristown, NJ 07960
Owner Name: Town of Monument Mailing address (principal place of business): 645 Beacon Lite Road Monument, CO 80132	Contract Description (name and location): Beacon Lite Road Water Main Replacement In El Paso County Contract Price: \$1,588,920.00 Effective Date of Contract: November 17 th , 2025
Bond Bond Amount: \$1,588,920.00 Date of Bond: November 17, 2025 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Capital Paving & Construction LLC <i>NO SEAL</i> (Full formal name of Contractor) By: <u>Shannon E. Dippold</u> (Signature) Name: <u>Shannon E. Dippold</u> (Printed or typed) Title: <u>V.P. of Operations Accounting</u> Attest: <u>Shelly Sanders</u> (Signature) Name: <u>Shelly Sanders</u> (Printed or typed) Title: <u>Contract Administration</u>	Surety United States Fire Insurance Company (Full formal name of Surety) (corporate seal) By: <u>Kristen L. McCormick</u> (Signature) (Attach Power of Attorney) Name: <u>Kristen L. McCormick</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>Mona D. Weaver</u> (Signature) Name: <u>Mona D. Weaver</u> (Printed or typed) Title: <u>Surety Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07105

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mona D. Weaver, Sheila J. Montoya, Anuj Jain, Jessica Jean Rini, Kristen L. McCormick, Megan A. Brown, Shanna Walker

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers. Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of June, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Rubin, President

State of New Jersey }
County of Morris }

On this 25th day of June, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of November 20 25.



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

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2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic version of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the electronic version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires

relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

Commented [JC3]: Include weather delays?

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Commented [JC4]: Include materials lost in transit?

Commented [JC5R4]: And loss of revenue?

Commented [JC6R4]: Deductible?

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one **(1)** in electronic portable document format (PDF).

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
 - a. *Report Title:* Geotechnical Design Report: Beacon Lite Road Improvements
 - b. *Date of Report:* April 2022
 - c. *Technical Data in report upon which Contractor may rely:* Entire report
2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
 - a. *Drawings Title:* Beacon Lite Road Improvements
 - b. *Date of Drawings:* April 2022
 - c. *Technical Data in drawings upon which Contractor may rely:* pages 19-23, 88-104
3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at Monument Town Hall during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. *Geotechnical Baseline Report*
1. This Contract contains a Geotechnical Baseline Report ("GBR"), identified as follows: Geotechnical Design Report: Beacon Lite Road Improvements, dated April, 2022, prepared by Shannon & Wilson, Denver, Colorado. This Contract also contains a Geotechnical Data Report (GDR), identified as follows: Entire report
 2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR's terms prevail.
 3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions"). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.
 4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.
 5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General

Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.

6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.
7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.
8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
 1. differs materially from conditions shown or indicated in the GBR; or
 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or
 3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
 4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
 6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in

connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;or

- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

- 1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
- 2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **N/A**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$N/A
Bodily injury by disease—aggregate	\$N/A
Employer's Liability	
Each accident	\$N/A
Each employee	\$N/A
Policy limit	\$N/A
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$N/A

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract".
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*

- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment, or the AED Green Book: Rental Rates & Specifications for Construction Equipment].

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than five (20) percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Attorneys' Fees*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.11 *Subject to Appropriation*

SC-18.11 Add the following new paragraph immediately after Paragraph 18.10.

The amount of money, which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or in excess of the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of

appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

It shall be the responsibility of the Contractor to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Contractor's own risk.

18.12 *Governmental Immunity*

SC-18.12 Add the following new paragraph immediately after Paragraph 18.11.

Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees. Nothing in this Section shall be construed to require any indemnification that would make this provision void or unenforceable or to eliminate or reduce the indemnification or rights which the Owner has by law.

18.13 *Independent Contractor*

SC-18.13 Add the following new paragraph immediately after Paragraph 18.12.

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 Owner. 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 Owner for the performance of the services described in this Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Digital Insurance LLC-Clayton, MO 8235 Forsyth Blvd #1200 Clayton MO 63105	CONTACT NAME: Evan Soell PHONE (A/C, No, Ext): E-MAIL: Evan.Soell@onedigital.com ADDRESS: Evan Soell FAX (A/C, No): 314-889-3700
License#: 8012081 FARMHOL-01	INSURER(S) AFFORDING COVERAGE INSURER A : Greenwich Insurance Company INSURER B : Allied World National Assurance Company INSURER C : XL Ins Amer Inc INSURER D : INSURER E : INSURER F :
INSURED Capital Paving & Construction, LLC 221 Bolivar Street, Suite 400 Jefferson City, MO 65101	NAIC # 22322 10690 24554

COVERAGES

CERTIFICATE NUMBER: 237866153

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			RGE5000296-13	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			RAD500029513	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			03105013	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	RWD500029314	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured on a primary and non-contributory basis where required by written contract. Waiver of Subrogation and 30 Day Notice of Cancellation apply where required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Town of Monument 645 Beacon Lite Road Monument CO 80132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael F. Shenderson Jr</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All Locations as required per written contract.
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any vendor for whom the Named Insured has agreed in writing to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured.	All Products where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization for whom the Named Insured has agreed in writing to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured.	All leased premises of the Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization for which the Named Insured has agreed in writing to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Location And Description of Completed Operations:
All Locations as required per written contract.
Additional Premium:
Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 05-01-2025, forms a part of

Policy No. RGE5000296-13 issued to Farmer Holding Company, Inc.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 a.m., 05-01-2025 forms a part of
Policy No. RGE5000296-13 issued to Farmer Holding Company, Inc.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Digital Insurance LLC dba OneDigital Health and Benefits and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FARMER HOLDING COMPANY, INC.

Endorsement Effective Date: May 1, 2025

SCHEDULE

Insurance Company: Greenwich Insurance Company

Policy Number: RAD500029513

Effective Date: May 1, 2025

Expiration Date: May 1, 2026

Named Insured: FARMER HOLDING COMPANY, INC.

Address: 221 BOLIVAR STREET, SUITE 400

JEFFERSON CITY, MO 65101

Additional Insured (Lessor): All Lessors

Address:

Designation Or Description Of "Leased Autos": All Leased Autos of the Insured.

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 6,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ NA Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FARMER HOLDING COMPANY, INC.

Endorsement Effective Date: May 1, 2025

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract executed prior to loss. The insurance is primary to and will not seek contribution with any other insurance on which the additional insured is a Named Insured provided that you have agreed to this in writing in a contract or agreement executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT #012

This endorsement, effective 12:01 a.m., May 1, 2025, forms a part of
Policy No. RAD500029513 issued to FARMER HOLDING COMPANY, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by the Insured and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FARMER HOLDING COMPANY, INC.

Endorsement Effective Date: May 1, 2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**1. Alternate Employer**

Only those alternate employers that require this coverage to apply.

Address**2. State of Special or Temporary Employment**

All States listed in Item 3A of the Information Page except AK, HI, MI, OK & TX.

3. Contract or Project

If Any

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Farmer Holding Company, Inc.
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD5000293-14

Endorsement No.
Premium: Included

Countersigned by _____

WC 00 03 01 A

(Ed. 2-89)

© 1984, 1988 National Council on Compensation Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

RWD5000293-14

Insured

Farmer Holding Company, Inc.

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

WC 99 01 10

Ed. 1/08

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Farmer Holding Company, Inc.
Insurance Company
XL Specialty Insurance Company

Policy No.
RWD5000293-14

Endorsement No.
Premium Included

Countersigned by _____



MEMORANDUM

TO: Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: November 17, 2025
RE: 2026 Draft Budget Document and 2026 Final Draft Capital Improvement Plan

Background

The Proposed Preliminary 2026 Budget was presented to the Town Council on September 2, 2025 and the Proposed 2026 Draft Budget and Draft Capital Improvements were presented on November 3, 2025. Council's recommendations have been included in the Draft 2026 Budget Document. The following changes have been incorporated into the Draft Budget:

The following General Fund Revenue was added:

- \$24,000 Photographer rent at the 259 building – this building was purchased with 2A funds and therefore, the rental revenue may be attributed to the General Fund
- \$138,000 Water franchise fee – Town Council provided direction to move forward with this fee. The ordinance will be presented on December 1, 2025, for Council approval.
- \$100,000 Sales tax discount removed per Council direction – formal adoption of ordinance is scheduled for November 17 Town Council approval
- \$200,000 Mill Levy increase per Town Council direct to apply the Town's legally allowed mill levy amount, which is currently estimated to be 5.57.

The following General Fund expenditures which changed:

- The Town Council travel budget was reduced by \$4,000 but still includes funding for four Town Council Members to attend the Colorado Municipal League annual conference if they choose.
- Parks and Streets increased their professional development expenses

On May 5, 2025, the Town Council adopted a comprehensive packet of Principles of Sound Financial Management. On September 15, 2025, the Town Council adopted Financial Policy 17 – Procurement Policy. Council policy requires the financial policies to be reviewed and reaffirmed by the Town Council every six months.

Discussion

As required by Colorado State law and the Town's financial policies, staff have prepared the 2026 Draft Budget and Final Draft Capital Improvement Plan (CIP).

The 2026 Budget document begins the process of following the Government Finance Officers Association criteria for distinguished budgets that exemplify outstanding financial management for government agencies. Meeting all the criteria will take another year or two but staff made significant progress this year. Notable new information in the Budget document include:

- Reader's Guide to the Budget Document
- Council's 2026-2028 Strategic Priorities and Objectives
- Organization Charts
- Town History and Demographics
- Townwide Full-Time Equivalent positions for 2025 and 2026
- 2025 Accomplishments to show our community and taxpayers we are making a difference and using their funds ethically, efficiently and effectively
- Glossary of Terms
- Financial Policies

The following financial policies were taken into consideration when developing the 2026 Draft Budget Financial Policy 1 – Fiscal Planning and Budgeting.

- The Town Council conducted a retreat on April 17-18 to establish strategic goals that helped guide the development of the 2026 budget.
- A ten-year long range financial forecast was prepared in 2025 and has assisted the Town Council in making data informed financial decisions.
- The 2026 Budget requires use of \$300,000 in General Fund Reserves, this will require a vote of the Council to authorize use of reserves to balance the budget.

Financial Policy 2- Fund Balance

- The 2026 Budget estimates a General Fund Operating Reserve of 32%
- The 2026 Budget does not establish an Emergency Reserve in the General Fund
- The 2026 Budget does not establish a Budget Stabilization Reserve

Financial Policy 3 – Expenditure Control

- Expenditures were closely monitored during 2025, and the Town Council adopted a new Procurement Policy; payments were made within established terms.

Financial Policy 4 – Revenues and Collections

- A cost-of-service study is currently underway
- The Citizens Service Levels Advisory Committee was established to evaluate revenue options

Financial Policy 5 – Grants

- Staff continue to seek grants and have reclassified an existing position to focus on grant administration

Financial Policy 6 – Cost of Service and User Fee

- User fee study is underway and a cost allocation plan has been completed

Financial Policy 7 – Development Impact Fees

- A development impact fee study is underway

Financial Policy 8 – Capital Improvement Program

- A capital improvement plan has been developed, and work will continue to create a comprehensive program

Financial Policy 16 – Policy Review requires the Town Council to review and reaffirm all financial policies every six months. All 17 financial policies are attached to the 2026 Draft Budget for Council's review and reaffirming.

The CIP was reviewed by the Citizens Service Levels Advisory Committee at their November 7, 2025, meeting. This document is also an initial step toward a comprehensive CIP that will be a critical tool in financial planning, impact fee assessments, and grant eligibility & competitiveness.

Recommendation and Next Step

Staff request the Town Council review the 2026 Draft Budget document and the 2026 Final Draft Capital Improvement Plan and provide direction for any final changes to the budget. The Budget Document is in draft form and still requires some format improvements, final edits, fund balances for each Fund except the General Fund which is included, and the Long Range Financial Forecast.

On December 1, 2025, the Town Council will be presented with the 2026 Final Budget and 2026 Final Capital Improvement Plan and all related resolutions to adopt the budget.

2026 DRAFT PROPOSED BUDGET

TOWN OF MONUMENT



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Readers Guide to Budget Document

The budget document, designed to be understandable to readers no familiar with public budgets, provides comprehensive information on the overall financial direction and policies of the Town of Monument. In addition to this document, refer to the detailed line-item budget and Budget-in-Brief.

The budget document is organized into several sections:

Introduction:

- Key officials including the Town Council and Administration
- General organizational structure of the Town and key budget information about each Town Department
- General Town information including the Vision, Mission and Priorities of the Town, long-range financial forecasting and the Comprehensive Plan - Monument 2024
- A brief history of the Town and overview of Town services
- 2026 budget preparation calendar and appropriate summary by fund information

Budget Message - The Annual Budget Message from the Town Manager explains how this year's budget was developed around Town priorities and 2025 notable accomplishments and challenges and opportunities for 2026.

Financial Section

- An Overview of the Town's fund structure
- A summary of all revenues and expenditures with descriptions
- An overview of the Townwide Full-Time Equivalent (FTE) positions
- Townwide financial information summarized by fund category and fund
- Fund balance reserve definitions
- Fund summaries by fund type with 2026 revenues, expenditures and fund balance projections
- Individual department narratives with department budget initiatives; 2025 accomplishments; objectives and measurable outcomes; department organization charts; and financial information including revenues, expenditures and variance explanations

Glossary of Terms

Financial Policies



Town Manager's Budget Message

Dear Mayor, Members of the Council, and Residents of Monument,

It is honor to present the 2026 Annual Budget for the Town of Monument. This year's budget has been developed with a great deal of care and reflection, recognizing both the financial challenges we face and the values that guide our small-town community.

Fiscal Stewardship and Responsibility

Our first priority is always to safeguard the Town's financial stability. To maintain a balanced budget without overburdening taxpayers, we were forced to make reductions across departments, delay certain capital projects, and most difficult of all reduce staffing levels. These decisions were not made lightly. Every effort was made to minimize the impact on essential services and to support affected employees with professionalism and respect.

Budget Priorities

Even amid these constraints, this budget reflects our ongoing commitment to the core services our residents rely on every day:

- **Public Safety:** Maintaining reliable police services remains a top priority, even as we operate with leaner resources.
- **Infrastructure Maintenance:** We continue to invest in essential repairs and upkeep of our streets, parks and water systems. Grant funding will be critical to advancing larger capital projects.
- **Operational Efficiency:** We are exploring shared services, regional partnerships, and technology improvements to reduce costs and maintain service quality with fewer staff.

Looking Ahead

The 2026 budget is both a reflection of current realities and a plan for recovery. We will continue to seek new grant opportunities, encourage local economic growth, and monitor revenues closely. With continued collaboration between Council, staff, and residents, I am confident we can emerge from this period stronger, more efficient, and more focused on what truly matters to our community.

On behalf of Town staff, I want to thank the Mayor and Council for their leadership during this challenging budget process. I also want to acknowledge the dedication of our employees, who continue to serve the public with professionalism and heart despite limited resources.

Respectfully submitted,
Madeline VanDenHoek
Town Manager



List of Town Officials

The Town of Monument is a home rule municipality governed by a Town Council consisting of a mayor and six councilmembers. Members of the Town Council are elected to serve four-year terms, unless shortened terms are necessary to maintain staggered positions. All seven officials have voting powers. Two councilmembers and the mayor are elected at-large, and two councilmembers are elected from each of the two residential districts.

Town Council Meetings. Elections occur in November of even numbered years.

- Regular meetings are held on the 1st and 3rd Monday of each month at 6:30pm.
- If the meeting falls on a holiday, the meeting will be held the following Tuesday.
 - [2025 Town Council Meetings calendar](#)
- Meetings are open to the public to attend in-person at Monument Town Hall (645 Beacon Lite Rd)
- Remote participation is available via Microsoft Teams and telephone – links, phone numbers, and meeting details can be found at the top of each agenda
- Agendas and council packets can be found on the public portal: monumentco.portal.civicclerk.com

Town Council responsibilities include:

- Adopt ordinances that become local law through the Municipal Code
- Adopt resolutions confirming consensus on matters of public policy or for internal administrative purposes
- Approve the budget, budget appropriations, and strategic priorities
- Approve contracts and agreements above \$25,000
- Approve land use decisions
- Approve ballot questions and issues
- Approve the Town's Comprehensive Plan
- Appoints the Town Manager, Town Attorney and Municipal Judge

The following is a list of Town Administration Executive Leadership:

Madeline VanDenHoek

Town Manager

Robert Cole

Town Attorney

Patrick Regan

Police Chief

Jennifer Phillips

Finance Director

Dan Ungerleider

Planning Director

Tom Tharnish

Public Works Director

Laura Hogan

Administration Director

Will Williams

Information Technology Director



Monument Town Council



Mitch LaKind

Mayor



Steve King

Mayor Pro-Tem



Sana Abbott

Councilmember



Laura Kronick

Councilmember



Kenneth Kimple

Councilmember



Marco P. Fiorito

Councilmember



Chad Smith

Councilmember

Vision Statement

Situated at the gateway to the Pikes Peak region, the Town of Monument stands out as a friendly, close-knit community that offers both a sense of small-town charm and access to the conveniences and amenities of modern living. In recent years, the popularity and opportunities available in this area of Colorado, including Monument, have resulted in significant growth and development.

Amidst this change, the vision and commitment of the Town of Monument remains steady:

To ensure a safe, welcoming and productive community that empowers individuals and families to prosper together and enjoy the quality lifestyle that they desire.

Forecasting into the future, Monument will remain prepared and capable of balancing responsible growth and development while continually meeting the needs of its residents and preserving its unique small-town character all have come to admire and appreciate, including protecting the inspiring natural surroundings which the community values and respects.

Because of our Vision, the Town of Monument will always do the following things:

- Set conditions for responsible and thoughtfully planned community growth, while maintaining Monument's small-town charm and appeal.
- Protect Monument's natural resources and beauty while enabling community enjoyment of open spaces and recreation opportunities.
- Ensure cooperative, transparent and inclusive Town governance.
- Deliver professional, high-quality town services that the community deserves and expects.
- Consider the interests and perspective of Monument's neighboring communities and residents.

Town of Monument

STRATEGIC PRIORITIES

2026-2028



STRENGTHEN COMMUNITY ENGAGEMENT:

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



ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY:

Take steps to support long-range financial health, forecasting and sustainability to ensure efficient and resilient town services and invest in the Monument community.



ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT:

Establish clear and accountable plans, processes and procedures that create positive conditions for responsible and enduring community development and growth.



REINFORCE A POSITIVE WORK CULTURE:

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



2026-2028 Strategic Objectives

SUPPORTED OBJECTIVE: ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY (FHS):

FHS 1: Beginning in June 2026 and annually through 2028, the Finance Department will complete an independent financial audit and report results of the audit to Town Council and the public.

FHS 2: Beginning in September 2026 and updated annually through 2028, the Finance Department will develop and present to Town Council for approval a Long Range Financial Forecast.

FHS 3: Beginning in December 2026 and updated annually through 2028, the Finance Department will develop and present to Town Council for approval a 5-year long-range Capital Improvement Plan.

FHS 4: Beginning in December 2026 and completed annually through 2028, the Finance Director will complete and present a balanced budget proposal to Town Council for approval.

FHS 5: Beginning in December 2026 and annually through 2028, the Finance Department will complete an evaluation and present to Town Council and public recommendations for any adjustments to town water rates.

FHS 6: Beginning in December 2026 and annually through 2028, the Finance Department will complete an evaluation and present to Town Council and public recommendations for any adjustments to town service fees.

FHS 7: No later than December 2026, the Information Technology (IT) Department will complete a comprehensive assessment of the Town of Monument's technology environment and identify key actions for implementation and standardization to enhance IT security, reduce financial risk and support long-term fiscal sustainability.

FHS 8: No later than December 2026, the Public Works Department will complete and implement preventative maintenance and asset replacement programs to include:

- Preventative maintenance programs for roads, parks and town facilities
- Replacement programs for town vehicles and equipment

FHS 9: No later than June 2027, the Town Manager will present a recommended option to Town Council for a long-term renewable town water supply.

FHS 10: No later than December 2027, the Water Department will complete Phase I of a program to reduce water loss and extend the lifespan of the water system.

2026-2028 Strategic Objectives

SUPPORTED OBJECTIVE: STRENGTHEN COMMUNITY ENGAGEMENT (SCE):

SCE 1: No later than June, 2026, the Finance Director will complete and present options and recommendations for town expense reductions and revenue enhancements to the Citizens Service Levels Advisory Committee.

SCE 2: No later than June 2026, the Police Department will formalize and launch a comprehensive community engagement strategy, to include the following elements and actions:

- Expanded Community Resource Officer duties
- Increased bike patrol activities and coverage
- Consistent social media outreach
- Dedicated School Resource Officer presence
- Enhanced public dialogue and transparency through the Chief's Advisory Board

SCE 3: No later than June 2026 and June 2028, the Director of Administration, in coordination with the Town Clerk, will develop, organize and complete a Town Council Candidate Information Session for the 2026 and 2028 Elections.

SCE 4: No later than December 2026 and annually through 2028, the Town Manager will develop and implement an updated Emergency Management Program, to include the following elements and actions:

- Complete an update to the town Emergency Response and Continuity Plans
- Initiate emergency preparedness training and exercises annually
- Conduct public education and outreach on emergency preparedness
- Build town emergency response capabilities, certifications and resources
- Develop administrative and finance systems to manage disaster response and recovery

SCE 5: No later than December 2026, the Public Works Department will launch a public information and education campaign about Town projects and maintenance programs.

SCE 6: No later than December 2027, the Town Records Manager will develop and implement a streamlined town-wide electronic records management system (ERMS) to include an online public access portal.

SCE 7: No later than December of 2027, the Communications Specialist will develop and complete implementation of a comprehensive town-wide communications plan.

SCE 8: Beginning in July 2026 and biannually through 2028, the Water Department will provide an update presentation to the public on water testing and sampling program results, as well information on actions to maintain water quality.

2026-2028 Strategic Objectives

SUPPORTED OBJECTIVE: ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT (ERD):

ERD 1: No later than January 2026 and continuing monthly through 2028, the Public Works Department will implement an updated development inspection program.

ERD 2: No later than December 2028, the Town Manager will develop, present and establish a comprehensive Economic Development Strategy, to include the following elements and actions:

- **Complete and adopt the Monument 2040 Comprehensive Plan**
- **Update Town Codes related to business attraction, expansion and retention**
- **Launch an economic development communications plan**
- **Implement plans to identify grant opportunities for pre-identified initiatives**

ERD 3: No later than December 2028, the Public Works Department will improve operations and maintenance facilities, to include:

- **Completion of a multi-use storage garage for water and public works assets**
- **Integrate garage with vehicle maintenance, inventory, and emergency response needs**
- **Seek Capital Improvement Plan allocation for construction and energy upgrades**

ERD 4: No later than December 2028, the Town Clerk will develop, initiate and fully implement a Business Outreach and Licensing Compliance Program, and report progress and recommendations annually to Town Council.

2026-2028 Strategic Objectives

SUPPORTED OBJECTIVE: REINFORCE A POSITIVE WORK CULTURE (PWC):

PWC 1: Beginning in March and September of 2026 and annually through 2028, the Human Resources Manager will complete an employee survey and present results and recommendations to the Town Manager.

PWC 2: No later than May 2026, the Public Works Department will complete cross-training of public works staff to ensure redundancy and enhance employee skills and experience in the following areas:

- Water breaks
- Snow removal
- Street patching

PWC 3: No later than December 2026, the Information Technology Department will develop and present a policy for Town Council approval on artificial intelligence (AI) utilization.

PWC 4: No later than December 2026 and annually through 2028, the Human Resources Manager will propose updates to town employee positions and pay plans, and include findings and recommendations as part of the annual balanced budget proposal to Town Council.

PWC 5: No later than December 2026 and annually through 2028, the Human Resources Manager will complete and present to Town Council for approval an update of the Town Employee Handbook.

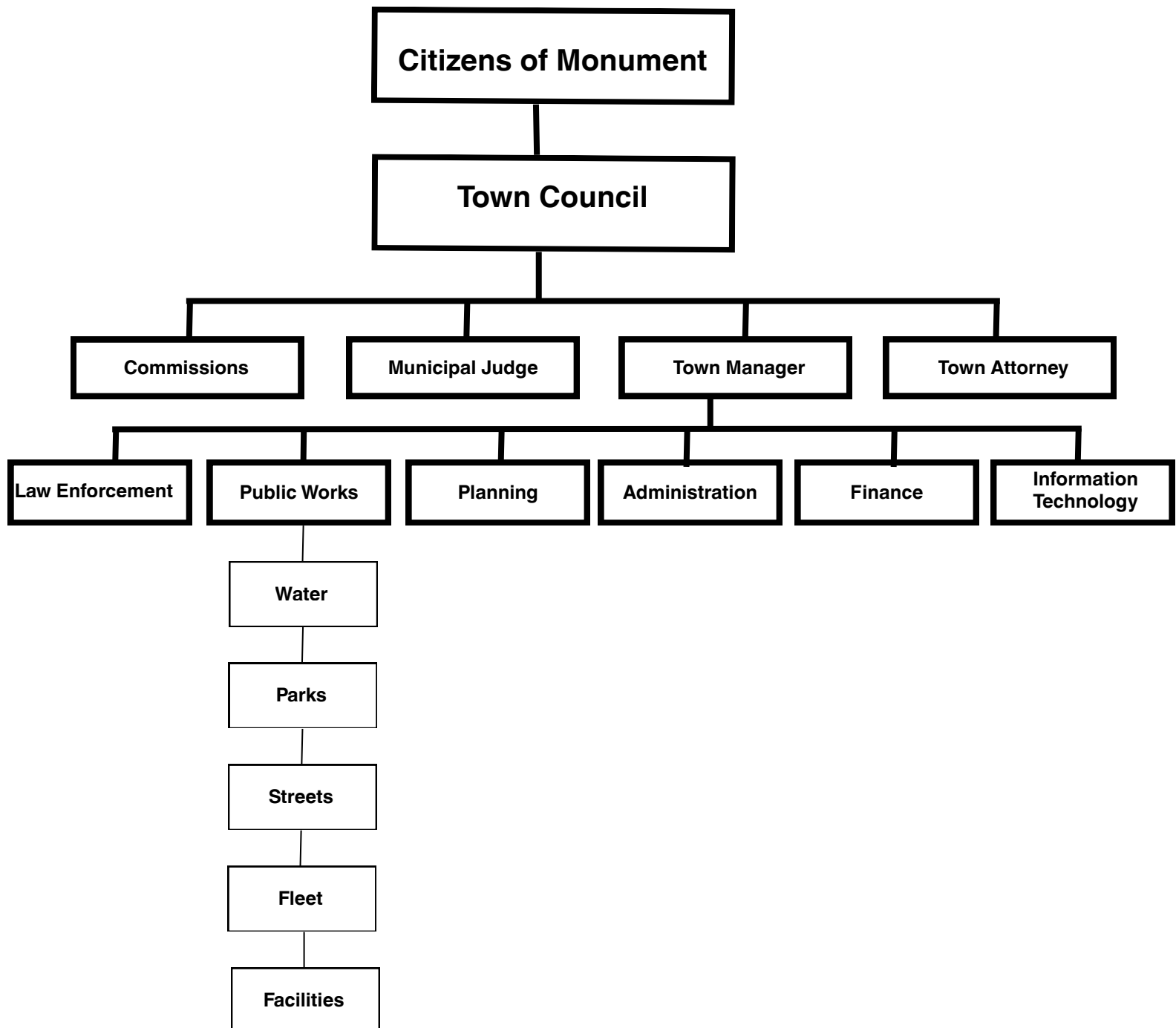
PWC 6: No later than December 2026 and annually through 2028, the Human Resources Manager will complete and present for approval by the Town Manager a Supervisor Procedural Handbook and Training Paths Outline.

PWC 7: No later than December 2026 and updated annually through 2028, the Police Department will complete and launch a Leadership Development Plan for department officers to include:

- Departmental policy for standardized training classes by officer rank
- Developmental roadmaps and career enhancement plans for all officers

PWC 8: No later than December 2028, the Police Department will complete requirements and successfully attain Colorado accreditation through CACP (Colorado Association Chiefs of Police).

Organization Chart



Long Range Planning



On January 6, 2025, Town Council launched the Monument 2040 Comprehensive Plan Update, enlisting the planning and design firm, The Lakota Group, to lead the community through the planning process. Since then, the Town has engaged with 100's of community residents, business owners, property owners, local agencies, school districts, students, teachers, neighboring communities, regional partners, and elected officials from the region, the county and the state...the list goes on.

On July 21, 2025, the Town published its Monument 2040 Existing Conditions Report. The Report is a comprehensive collection of important data and information about the Town of Monument that will serve as the foundation in the development of the Town's long-range plan, Monument 2040, addressing critical areas such as housing, economic development, stormwater management, parks, and a special focus on the downtown area. A copy of the report can be found at www.monument2040.com.

Long Range Financial Forecasting

Beyond the annual budget cycle and multi-year capital plan, the Town of Monument needs to identify long-term financial trends. Long-term financial forecasting involves projecting revenues, expenses, and key factors that have a financial impact on the organization. Understanding long-term trends and potential risk factors that may impact overall financial sustainability allows the Town to proactively address these issues. Going through a long-term financial forecasting process allows decision makers to focus on long-term objectives, encourages strategic thinking, and promotes overall awareness for financial literacy in an organization. Long-term financial planning creates commitment and motivation to provide a guide for decision-making.

Long-term financial forecasting relates to strategic planning, developing financial policies, capital improvement planning, and budgeting, but it is inherently different. Each process fulfills a different combination of planning purposes. As such, long-term financial forecasting is most valuable when accompanied by these other planning processes, communicated together and considered during the annual budget preparation process.

Long Range Financial Forecast will be included in the Final Budget Document

Town History and Demographics

Town History

Monument was incorporated in 1879, beginning as a pioneer town and growing into an important center of commerce as the Denver & Rio Grande and Santa Fe railroads connected the community to Denver and Colorado Springs. It was originally called "Henry's Station" because of the railroad station on the property of Henry Limbach, an early resident. The name was later changed to Monument because of the nearby Monument Rock formation visible from the railroad. Growth and development centered around 2nd Street and Front Street, roads that still represent the heart of downtown. The bustling economy included harvesting ice from Monument Lake (an industry that continued until the 1940s), forestry and a nursery in the foothills, and agriculture in the surrounding area. Potato farming was very successful and a big part of the local culture in the late 1800s, but ended in the 1890s when a blight destroyed crops. Growth was steady to the north and south through the early 20th century. The first paved road that bypassed the downtown was installed in 1928, setting the stage for the modern interstate highway corridor and commercial development away from the downtown. The interchange at Highway 105 and Interstate 25 was completed in 1970. The Triview Metropolitan District was established in 1985 to facilitate development of unincorporated land east of the Interstate.

Monument annexed much of this land in 1987, entering into agreements with the metropolitan district that have lasting impacts to this day. The different feel and character of Monument on the east and west sides of Interstate 25 have made them feel like two different communities over the years, and efforts are underway to bridge that divide.

The Town of Monument adopted a Home Rule Charter in 2022, establishing the current structure of local government and giving it the authority to levy taxes and make other decisions instrumental to the town's future. Long-term planning has been a goal of the community for many years with comprehensive plans adopted in 1984, 2003, and 2017. With increasing growth pressures, the time is right to create a new plan that responds to financial realities, realistic land use and annexation priorities, and interest in reestablishing the community's identity and sense of place in the region.



Town History and Demographics

Demographics

Monument's fast-growing community is largely driven by new residents moving from other states and Colorado counties. These households are most likely empty nesters, seniors and families with children.

Monument has a high proportion of family households, with approximately 42% of all households having at least one child under age 18.

Monument's median age is higher than the County's. This is likely due to Monument's low proportion of young adults and high proportion of adults in family years.

Households in Monument have higher incomes on average than those in the County, with a median household income of \$114,700 in Monument, which is 31% higher than the County. Only 8% of households in Unincorporated Monument have annual incomes below \$50,000 compared to 23% of households in Monument and 26% of households in El Paso County.

In many ways Monument and Unincorporated Monument are very similar, with high levels of educational attainment and similar racial and ethnic compositions. However, Monument has a higher proportion of residents in the family years and children and youth cohorts, and Unincorporated Monument has a significantly higher proportion of residents ages 55 and over (37%) than Monument (23%). Households in Unincorporated Monument also have higher incomes on average than households in Monument, with more than 60% of households earning over \$150,000 compared to 40% in Monument.

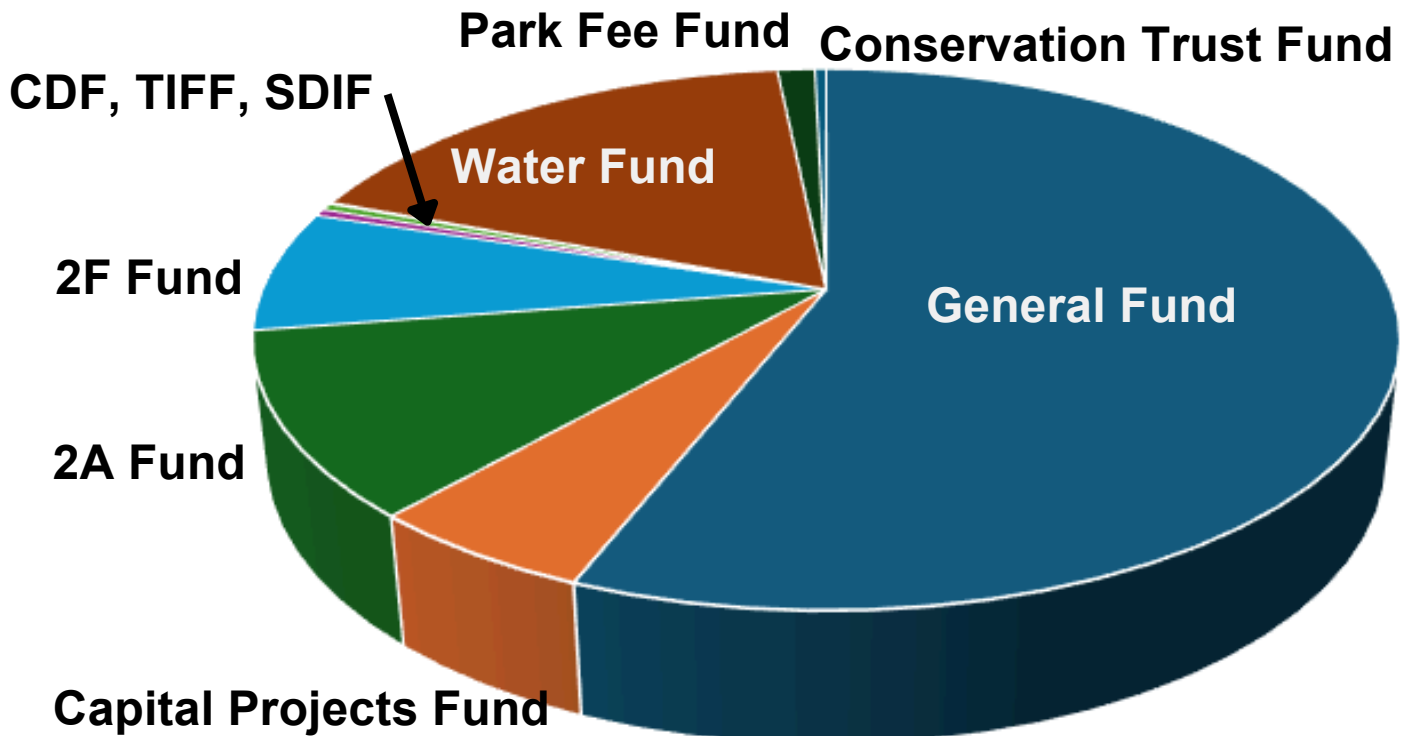


Budget Preparation Calendar

5/1/2025	Begin review of 2025 budget - department meetings
5 May 2025	Amendment to 2025 Budget
5 May 2025	Long Range Financial Plan
6/30/2025	Finance to distribute Budget Worksheets to Departments
7/25/2025	Completed Budget Worksheets due back to Finance
7/25/2025	2026 Budget review with Town Manager
7/30/2025	2026 Budget follow-ups with Department heads
9/2/2025	TC 2026 Preliminary Proposed Budget presentation
8/25/2025	Receive Abstract of Assessments from County Assessor
	Due By: August 25th (C.R.S. 39-5-121(2)(b))
9/15/2025	Calculate Preliminary Mill Levy Rate
11/3/2025	TC Proposed 2026 Draft Budget presentation
11/17/2025	TC Review of 2026 Final Draft Proposed Budget
1 Dec 2025	Adoption of Amendment to 2025 Budget
	Adoption of the 2026 Annual Budget
10 Dec 2025	Receive Certified Final Assessed Valuation from County Assessor
	Due By: December 10th (C.R.S. 39-1-111(5))
12/15/2025	Certification of the Annual Mill Levy to County
	Due By: December 15th (C.R.S. 39-5-128(1))
1/30/2026	Compile and Format Adopted Budget, CIP, and Budget-In-Brief Documents for Print and Distribution
1/30/2026	File the Adopted 2026 Budget with the Colorado Division of Local Governments
	Due By: January 30th (C.R.S. 29-1-113(1))

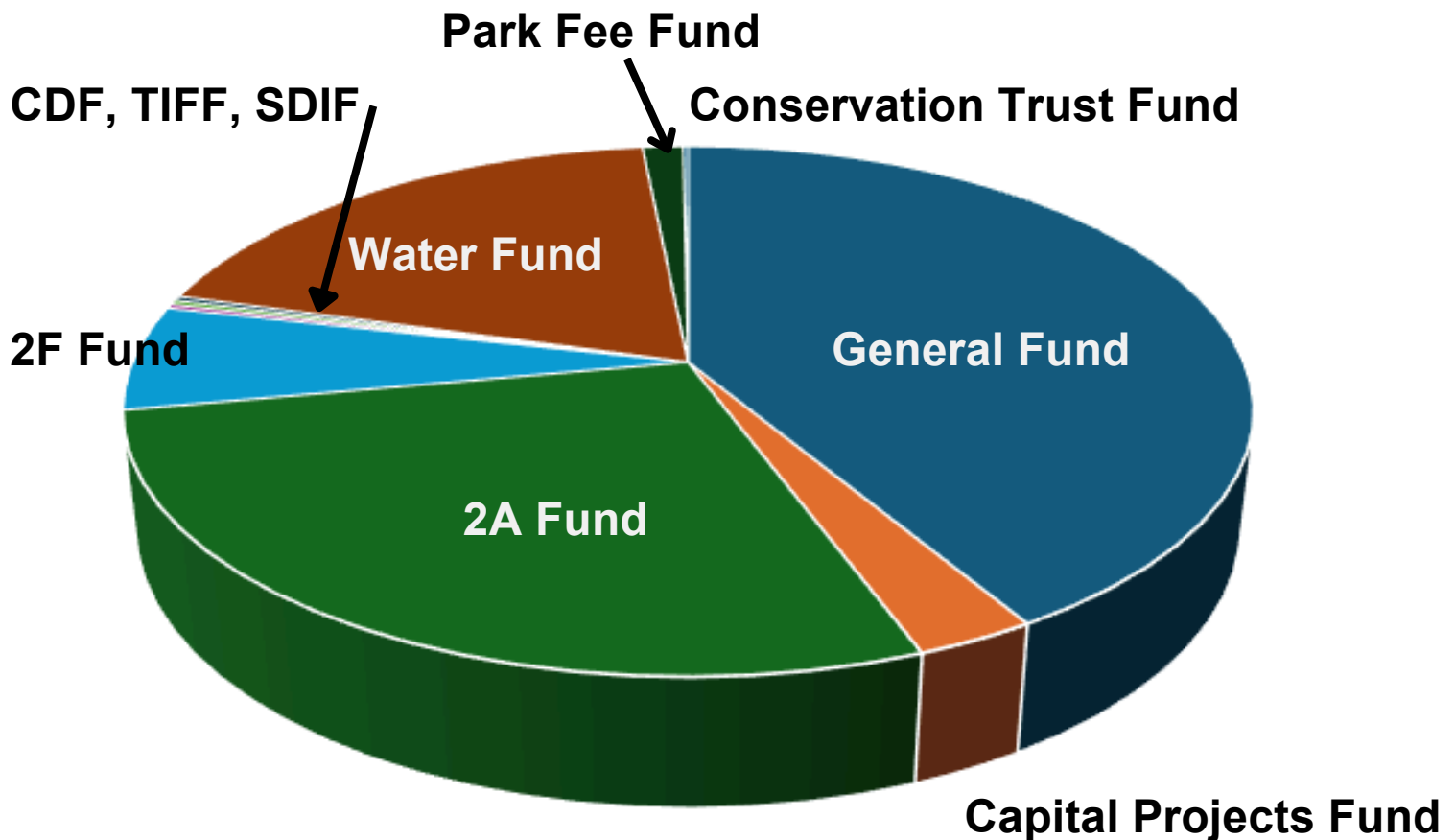
2026 Total Revenue = \$25.88 million

	2023 Actuals	2024 Actuals	2025 YTD Budget	2026 Budget
01. GENERAL FUND	\$ (10,421,689.03)	\$ (11,647,921.44)	\$ (14,593,244.24)	\$ (14,505,654.00)
03. CAPITAL PROJECTS FUND	\$ (2,161,126.15)	\$ (1,757,358.56)	\$ (7,921,990.91)	\$ (1,427,000.00)
04. 2A WATER ASD FUND	\$ (2,687,416.71)	\$ (2,827,510.03)	\$ (3,332,620.00)	\$ (2,850,000.00)
07. 2F POLICE FUND	\$ (4,725,886.55)	\$ (5,126,719.09)	\$ (2,002,313.70)	\$ (1,880,000.00)
31. COMMUNITY DEVELOPMENT FUND	\$ (166,228.29)	\$ (144,413.99)	\$ (94,320.00)	\$ (112,000.00)
32. TRAFFIC IMPACT FEE FUND	\$ (156,377.36)	\$ (112,370.57)	\$ (78,263.00)	\$ (106,000.00)
35. STORM DRAINAGE IMPACT FEE FUND	\$ (186,586.69)	\$ (25,979.53)	\$ (600,424.00)	\$ (26,000.00)
61. WATER FUND	\$ (7,944,619.44)	\$ (6,608,856.34)	\$ (4,085,111.97)	\$ (4,555,000.00)
81. PARKS FEE FUND	\$ (272,948.60)	\$ (159,311.83)	\$ (157,831.00)	\$ (327,000.00)
82. CONSERVATION TRUST FUND	\$ (111,244.44)	\$ (98,078.51)	\$ (96,780.00)	\$ (97,780.00)
Total Revenue	\$ (28,834,123.26)	\$ (28,508,519.89)	\$ (32,962,898.82)	\$ (25,886,434.00)



2026 Total Expenditures = \$35.5 million

	2023 Actuals	2024 Actuals	2025 YTD Budget	2026 Budget
01. GENERAL FUND	\$ 9,226,964.93	\$ 11,145,633.77	\$ 16,434,770.17	\$ 14,718,564.69
03. CAPITAL PROJECTS FUND	\$ 906,371.68	\$ 1,304,507.08	\$ 1,715,775.00	\$ 1,040,000.00
04. 2A WATER ASD FUND	\$ 1,567,161.22	\$ 1,409,173.90	\$ 8,603,287.01	\$ 9,855,750.00
07. 2F POLICE FUND	\$ 4,246,503.82	\$ 4,888,007.51	\$ 2,283,796.04	\$ 2,286,382.00
31. COMMUNITY DEVELOPMENT FUND	\$ 136,434.40	\$ 85,162.80	\$ 179,746.95	\$ 92,707.00
32. TRAFFIC IMPACT FEE FUND	\$ 23,260.28	\$ 19,235.68	\$ 100,000.00	\$ 100,000.00
35. STORM DRAINAGE IMPACT FEE FUND	\$ 184,860.20	\$ 54,674.33	\$ 647,760.00	\$ 100,000.00
61. WATER FUND	\$ 4,679,212.62	\$ 5,021,760.57	\$ 7,388,598.07	\$ 6,784,214.69
81. PARKS FEE FUND	\$ 253,321.77	\$ 30,582.15	\$ 380,731.00	\$ 492,000.00
82. CONSERVATION TRUST FUND	\$ 74,082.06	\$ 47,187.73	\$ 81,500.00	\$ 60,000.00
Total Expenses	\$ 21,298,172.98	\$ 24,005,925.52	\$ 37,815,964.24	\$ 35,529,618.38



2026 General Fund Revenue by Department

= \$14.5 million

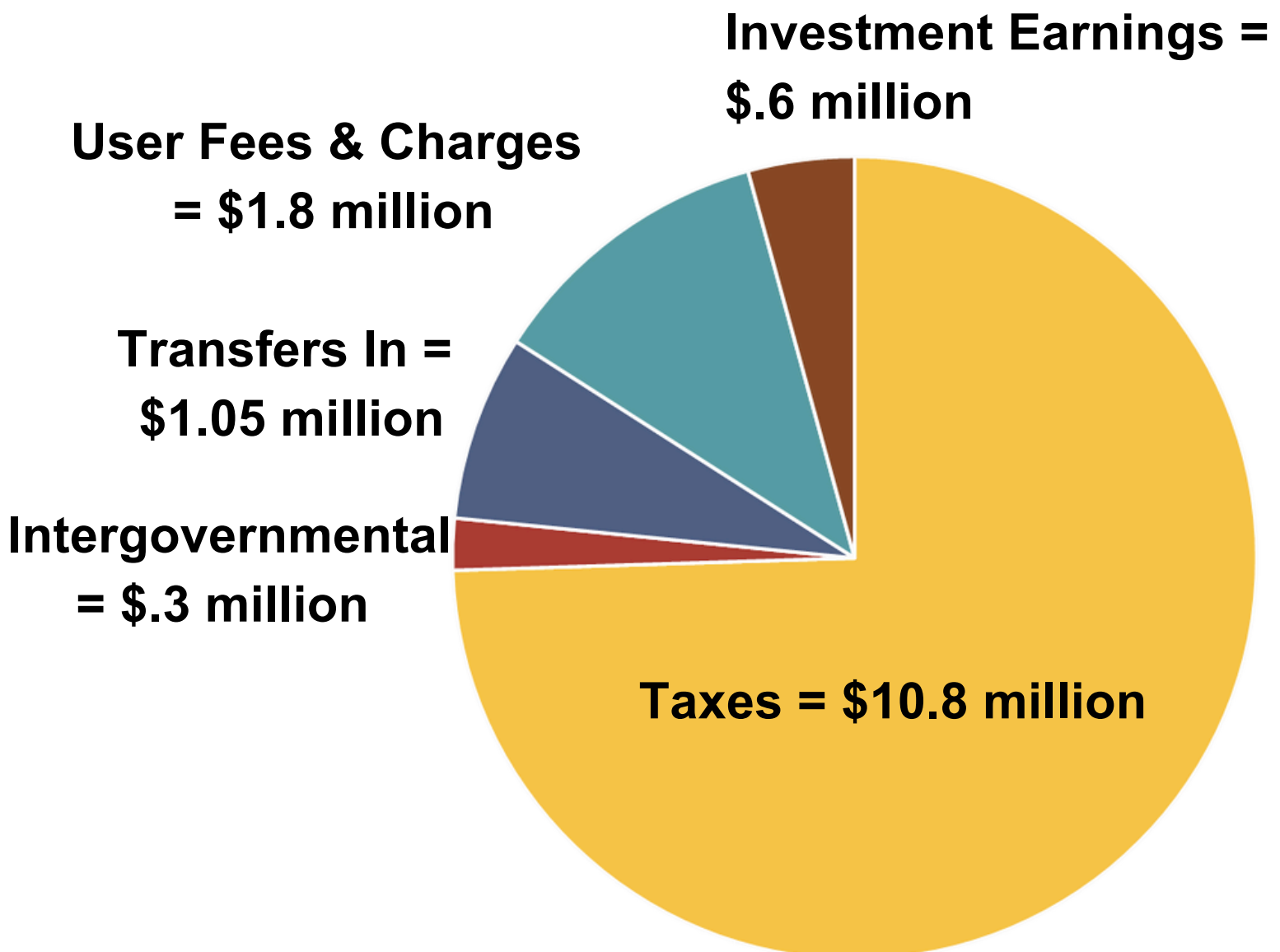
Account	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 YTD Budget	2026 Initial Budget Request
Grand Total	-10,421,689	-11,647,921	-10,616,328	-14,593,244	-14,505,654
Town of Monument	-10,421,689	-11,647,921	-10,616,328	-14,593,244	-14,505,654
01. GENERAL FUND	-10,421,689	-11,647,921	-10,616,328	-14,593,244	-14,505,654
Revenue	-10,421,689	-11,647,921	-10,616,328	-14,593,244	-14,505,654
30. STREETS	-41,758	-86,525	-18,582	-52,250	-26,500
Intergovernmental	-32,777	-35,745	0	-26,500	-26,500
01-30-40480. IGA Revenue	-32,777	-35,745	0	-26,500	-26,500
User Charges/Fees	11,500	0	0	0	0
01-30-40020. Grave Opening & Closing	0	0	0	0	0
01-30-40030. Plot Sales	11,500	0	0	0	0
01-30-40341. PW - Park Reservation Fee	0	0	0	0	0
01-30-40610. PW - Miscellaneous Income	0	0	0	0	0
Other Revenue	-481	-30,776	-3,579	-5,750	0
01-30-40290. Disposal of Capitalized Ass	0	-28,010	-3,049	-5,000	0
01-30-40300. Scrap Metal Sales	-481	-2,766	-530	-750	0
Transfers In	-20,000	-20,004	-15,003	-20,000	0
01-30-40065. Transfer from Other Funds	-20,000	-20,004	-15,003	-20,000	0
Other	0	0	0	0	0
01-30-40630. PW - Capital Lease Income	0	0	0	0	0
01-30-48020. Grant Revenue	0	0	0	0	0
34. PARKS	-20,150	-21,669	-14,950	-20,150	-18,000
User Charges/Fees	-20,150	-21,669	-14,950	-20,150	-18,000
01-34-40020. Grave Opening & Closing	-2,250	-3,400	-3,770	-2,250	0
01-34-40341. Park Reservation Fees	-17,900	-18,269	-11,180	-17,900	-18,000
Other Revenue	0	0	0	0	0
01-34-40670. Cemetery Book Rev	0	0	0	0	0
Transfers In	0	0	0	0	0
01-34-40065. Transfer from Other Funds	0	0	0	0	0
40. TOWN COUNCIL	0	-1,500	-500	0	-500
Other Revenue	0	-1,500	-500	0	-500
01-40-40770. Training Programs Revenue	0	-1,500	-500	0	-500
45. ADMINISTRATIVE	-10,017,380	-11,289,328	-10,102,512	-13,609,146	-13,326,254
Taxes	-7,856,094	-8,396,021	-8,017,432	-10,851,666	-10,760,000
01-45-40110. General Property Tax	-1,302,167	-1,605,090	-1,571,402	-1,506,340	-1,800,000
01-45-40120. Sales Tax - General	-5,894,096	-6,044,374	-5,832,690	-8,675,348	-8,200,000
01-45-40124. Sales Tax - Auto	-620,506	-669,978	-570,878	-669,978	-700,000
01-45-40130. Bag Fee Revenue	-39,325	-76,579	-42,462	0	-60,000
Intergovernmental	-197,607	-196,839	-144,355	-697,977	-187,000
01-45-40115. Specific Ownership Taxes	-127,372	-133,284	-100,627	-133,284	-130,000
01-45-40126. Severance Tax Fund Dist	-2,605	0	0	-2,605	-1,000
01-45-40127. Federal Mineral Lease Fund	-2,052	-2,389	0	-2,052	-1,000
01-45-40400. Motor Vehicle Registration	-33,551	-34,680	-27,363	-33,551	-35,000
01-45-40410. Tobacco Products Tax	-32,027	-26,485	-16,365	-26,485	-20,000
01-45-41050. Intergovernmental Revenue	0	0	0	0	0
01-45-48000. Grant Revenue	0	0	0	-500,000	0
Licenses & Permits	-10,991	-7,010	-4,481	-10,991	-5,000
01-45-40210. Liquor License	-10,991	-7,010	-4,481	-10,991	-5,000
User Charges/Fees	-650,600	-679,806	-519,689	-712,567	-721,400
01-45-40141. Franchise Fee-Mt View Be	-383,955	-365,681	-289,980	-383,955	-365,000
01-45-40143. Franchise Fee - Black Hills	-82,932	-138,899	-100,794	-138,899	-138,000
01-45-40147. Franchise Fee - Century Li	-387	0	-113	-387	0

2026 General Fund Revenue by Department

01-45-40150. Franchise Fee- Comcast	-61,640	-56,441	-39,339	-61,640	-56,000
01-45-40151. Payment In Lieu of FF	-113,286	-118,786	-89,464	-119,286	0
01-45-40320. Sale of Copies & Ordinances	0	0	0	0	0
01-45-40330. Building Rental Fees	-8,400	0	0	-8,400	0
01-45-46000. Abatement Administration Fee	0	0	0	0	0
Investment Earnings	-471,792	-1,319,572	-534,885	-700,000	-600,000
01-45-40060. Interest & Investment Income	-471,792	-1,319,572	-534,885	-700,000	-600,000
Other Revenue	-9,306	-4,134	-4,601	0	0
01-45-40290. Disposal of Capitalized Assets	0	0	0	0	0
01-45-40300. IT Equipment Disposal Rev	0	0	-1,371	0	0
01-45-47000. Miscellaneous Revenue	-9,306	-4,134	-3,230	0	0
Transfers In	820,990	635,945	876,959	635,945	1,062,864
01-45-40065. Transfer In from Other Fund	0	0	0	0	0
01-45-40149. Administrative Fee-Water Fund	-820,990	-50,000	-476,959	-635,945	-1,052,854
Other	0	0	0	0	0
01-45-40630. Lease Financing	0	0	0	0	0
01-45-40650. Insurance Claims / Proceeds	0	-50,000	0	0	0
46. COURT	-50,591	-73,584	-67,553	-73,584	-75,000
User Charges/Fees	-50,591	-73,584	-67,553	-73,584	-75,000
01-46-40510. Court Collections & Fees	-50,591	-73,584	-67,553	-73,584	-75,000
01-46-40515. Court Bonds	0	0	0	0	0
Other	0	0	0	0	0
01-46-40620. Traffic Safety Income	0	0	0	0	0
49.PLANNING DEPT	-291,811	175,315	160,598	491,811	841,400
Intergovernmental	0	0	0	200,000	80,000
01-49-40134. Grant Revenue	0	0	0	200,000	80,000
01-49-41050. Infrastructure Fee	0	0	0	0	0
Licenses & Permits	-114,990	-102,920	-97,180	-114,990	-241,400
01-49-40230. Land Use Permits	-48,850	-50,776	-47,161	-48,850	-180,000
01-49-40240. Fence Permits	-350	-687	-1,111	-350	-1,500
01-49-40245. Landscape Permits	-10,700	-7,093	-4,507	-10,700	-10,000
01-49-40250. Sidewalk Permits	-41,550	-27,158	-15,162	-41,550	-30,000
01-49-40255. Right Of Way Permits	-6,525	-9,625	-21,800	-6,525	-10,000
01-49-40260. Temporary Use Permit	-900	-843	-607	-900	-900
01-49-40265. Lake Use Permits	0	0	0	0	0
01-49-40270. Sign Permits	-6,115	-6,738	-6,832	-6,115	-9,000
User Charges/Fees	-176,821	-72,396	-72,418	-176,821	-520,000
01-49-40310. Planning Fees	-87,171	-35,650	-27,564	-87,171	-120,000
01-49-40310. Planning Fees	-89,600	-36,746	-44,854	-89,600	-150,000
01-49-40311. Eng Rev/Insp Fees	-50	0	0	-50	0
01-49-40320. Sale of Maps & Publications	0	0	0	0	0
01-49-40350. Code Enforcement Fees	0	0	0	0	-250,000
01-49-40610. Engineering Fee Reimbursable	0	0	-202,295	-346,304	-218,000
51.LAW ENFORCEMENT	0	0	-8,750	0	0
Intergovernmental	0	0	0	0	0
01-51-40660. Contributions to Police	0	0	-3,004	0	0
01-51-48000. Grant Revenue	0	0	-5,746	0	0
User Charges/Fees	0	0	-183,982	-346,304	-218,000
01-51-40350. Fees for Service	0	0	-7,921	-3,000	0
01-51-40610. SRO & Extra Duty	0	0	-176,061	-343,304	-218,000
Other Revenue	0	0	-9,563	0	0
01-51-40290. Disposal of Capitalized Assets	0	0	0	0	0
01-51-40405. Auction Proceeds - Law Enforce	0	0	-4,130	0	0
01-51-40670. Donations For PD	0	0	-731	0	0
01-51-40680. Fingerprint Revenue	0	0	-1,655	0	0
01-51-40690. Fundraisers For PD	0	0	-207	0	0
01-51-45370. Special Event Revenue	0	0	-2,840	0	0

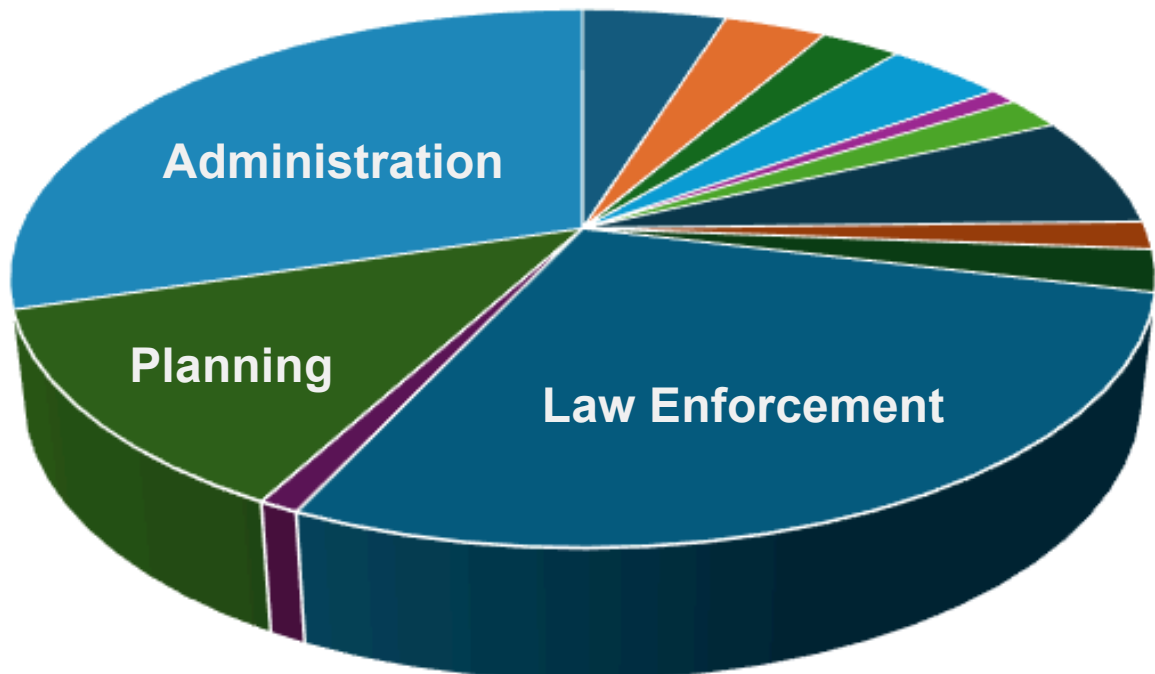
2026 General Fund Revenue by Source = \$14.5 million

	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget
01. GENERAL FUND				
Taxes	\$ (7,856,094.21)	\$ (8,396,021.46)	\$ (10,851,666.30)	\$ (10,760,000.00)
Intergovernmental	\$ (230,384.17)	\$ (232,584.30)	\$ (924,476.55)	\$ (293,500.00)
Licenses & Permits	\$ (125,981.25)	\$ (109,929.63)	\$ (125,981.25)	\$ (246,400.00)
User Charges/Fees	\$ (886,660.92)	\$ (847,454.77)	\$ (1,329,425.14)	\$ (1,552,400.00)
Investment Earnings	\$ (471,792.07)	\$ (1,319,572.36)	\$ (700,000.00)	\$ (600,000.00)
Other Revenue	\$ (9,786.45)	\$ (36,409.87)	\$ (5,750.00)	\$ (500.00)
Transfers In	\$ (840,989.96)	\$ (655,949.05)	\$ (655,945.00)	\$ (1,052,854.00)
Other	\$ -	\$ (50,000.00)	\$ -	\$ -
Total 01. GENERAL FUND	\$ (10,421,689.03)	\$ (11,647,921.44)	\$ (14,593,244.24)	\$ (14,505,654.00)
Total Revenue	\$ (10,421,689.03)	\$ (11,647,921.44)	\$ (14,593,244.24)	# # \$ (14,505,654.00)



2026 General Fund Expenditures by Department = \$14.7 million

Account	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Budget	2026 Initial Budget Request
Grand Total	9,226,965	11,145,634	16,434,770	14,718,565
Town of Monument	9,226,965	11,145,634	16,434,770	14,718,565
01. GENERAL FUND	9,226,965	11,145,634	16,434,770	14,718,565
Expenditure	9,226,965	11,145,634	16,434,770	14,718,565
30. STREETS	1,150,414	1,108,048	1,214,279	714,360
32. FACILITIES	383,019	590,549	1,096,760	507,639
33. FLEET	255,636	325,720	368,181	398,212
34. PARKS	1,122,166	1,404,468	1,248,288	589,126
40. TOWN COUNCIL	121,270	110,243	173,450	138,500
41. CLERK	152,812	300,827	391,871	287,415
42. FINANCE	659,990	646,494	829,040	982,336
43. HUMAN RESOURCES	134,852	223,960	399,220	247,447
44. INFORMATION TECHNOLOGY	350,155	335,477	439,866	373,955
45. ADMINISTRATIVE	4,259,926	5,404,728	4,694,518	4,141,345
46. COURT	126,607	136,786	184,508	142,441
49. PLANNING DEPT	510,118	558,334	1,475,964	1,812,241
51. LAW ENFORCEMENT	0	0	3,918,824	4,383,548



2026 General Fund Reserve

	2023 Actuals	2024 Actuals	2025 Budget		2026 Budget
01. GENERAL FUND					
Taxes	\$ (7,856,094.21)	\$ (8,396,021.46)	\$ (10,851,666.30)		\$ (10,760,000.00)
Intergovernmental	\$ (230,384.17)	\$ (232,584.30)	\$ (924,476.55)		\$ (293,500.00)
Licenses & Permits	\$ (125,981.25)	\$ (109,929.63)	\$ (125,981.25)		\$ (246,400.00)
User Charges/Fees	\$ (886,660.92)	\$ (847,454.77)	\$ (1,329,425.14)		\$ (1,552,400.00)
Investment Earnings	\$ (471,792.07)	\$ (1,319,572.36)	\$ (700,000.00)		\$ (600,000.00)
Other Revenue	\$ (9,786.45)	\$ (36,409.87)	\$ (5,750.00)		\$ (500.00)
Transfers In	\$ (840,989.96)	\$ (655,949.05)	\$ (655,945.00)		\$ (1,052,854.00)
Other	\$ -	\$ (50,000.00)	\$ -		\$ -
Total 01. GENERAL FUND	\$ (10,421,689.03)	\$ (11,647,921.44)	\$ (14,593,244.24)		\$ (14,505,654.00)
Total Revenue	\$ (10,421,689.03)	\$ (11,647,921.44)	\$ (14,593,244.24)	# #	\$ (14,505,654.00)
	2023 Actuals	2024 Actuals	2025 Budget		2026 Budget
01. GENERAL FUND					
Salaries & Wages	\$ 2,636,159.53	\$ 3,178,881.74	\$ 5,743,349.00		\$ 5,496,898.00
Benefits	\$ 916,230.88	\$ 1,131,525.02	\$ 2,414,101.00		\$ 2,326,328.00
Purchased Services	\$ 1,218,122.53	\$ 1,140,404.58	\$ 2,683,155.40		\$ 2,676,432.69
Repairs & Maintenance	\$ 511,916.46	\$ 611,282.60	\$ 363,000.00		\$ 245,000.00
Supplies/Other	\$ 193,799.77	\$ 255,521.78	\$ 350,929.26		\$ 231,938.00
Utilities	\$ 188,723.49	\$ 257,017.65	\$ 284,981.59		\$ 190,902.00
Economic Development	\$ 65,900.00	\$ 62,000.00	\$ 62,000.00		\$ 62,000.00
Capital Outlay	\$ 354,473.99	\$ 1,302,120.54	\$ 874,000.00		\$ 164,000.00
Debt Services	\$ 34,812.32	\$ 17,315.30	\$ 54,945.00		\$ 54,066.00
Transfers Out	\$ 2,751,022.00	\$ 2,742,600.00	\$ 582,774.00		\$ -
Expense Other	\$ 355,803.96	\$ 446,964.56	\$ 3,021,534.92		\$ 3,200,000.00
Other	\$ -	\$ -	\$ -		\$ 71,000.00
Total 01. GENERAL FUND	\$ 9,226,964.93	\$ 11,145,633.77	\$ 16,434,770.17		\$ 14,718,564.69
Total Expenses	\$ 9,226,964.93	\$ 11,145,633.77	\$ 16,434,770.17	# #	\$ 14,718,564.69
Change in Fund Balance	\$ (1,194,724.10)	\$ (502,287.67)	\$ 1,841,525.93	# #	\$ 212,910.69
Cumulative Balance					
Beginning Fund Balance (PY)	\$ 6,646,831.00	\$ 7,841,555.10	\$ 8,343,842.77		\$ 6,177,316.84
Change in Fund Balance	\$ (1,194,724.10)	\$ (502,287.67)	\$ 1,841,525.93	#	\$ 212,910.69
Ending Fund Balance	\$ 7,841,555.10	\$ 8,343,842.77	\$ 6,502,316.84	#	\$ 5,964,406.15
Less Reserves/Designations:					
TABOR Reserve	\$ 266,120.00	\$ 325,000.00	\$ 325,000.00		\$ 325,000.00
ARPA Reserves	\$ 2,035,179.00	\$ 2,035,179.00			\$ -
Asset Replacement	\$ -	\$ -	\$ -	#	\$ 500,000.00
Unreserved Fund Balance	\$ 5,540,256.10	\$ 5,983,663.77	\$ 6,177,316.84	#	\$ 5,139,406.15
	60.04%	53.69%	37.59%		34.92%

Townwide FTE Information

	2025	2026
Town Manager	1	1
Finance		
Finance Director	1	1
Finance Manager	1	1
Senior Accountant	1	1
Accountant	1	1
Finance Assist- Billing	1	1
Human Resources Manager	1	1
Grants Program Manager	1	1
Planning		
Planning Director	1	1
Planner I	1	1
Senior Planner	1	1
GIS Specialist	1	1
Planning Admin	1	1
Information Technology		
Director of IT	1	1
Administration		
Director of Administration	1	1
Town Clerk	1	1
Exec. Assist/Comms	1	1
Records Manager		
PD- Non-Sworn Staff		
Professional Services Compliance Manager	1	1
Court Clerk	1	1
Property & Evidence Tech	1	1
Records Specialist	1	1

Townwide FTE Information

Public Works		
Director of Public Works	1	1
Assistant Director of Public Works.	1	1
Parks Supervisor	1	1
Park Tech I	3	3
Streets Supervisor	1	1
Street Tech I	2	2
Street Tech II	1	1
Facilities Tech/ Custodian	1	1
Facilities Tech II	1	1
Water Manager	1	1
Water Tech I	5	5
Police Department		
Police Chief	1	1
Commandar	2	2
Lieutenant	1	1
Sergeant	6	6
Corporal	2	2
Officer	20	20
Police Services Aide	1	1
Unfilled/Removed Positions		
Director of Operations	1	0
HR Assistant	1	0
Accounting Clerk	1	0
Exec. Admin to Chief of Police	1	0
PW Inspector	1	0
Facilities Supervisor	1	0
Project Manager	1	0
Park Tech II	1	0
Deputy Clerk	1	0
Support Services Admin	1	0
Seasonal Park Tech	1	0
PW Admin Assistant	1	0
Seasonal Park Tech	7	0
	91	72

Town Debt Schedule

Certificates of Participation Series 2020						
Lease Amount	19,840,000					
Water Fund						
Term	25 Year					
Pay Frequency	Annual					
Rate	4.00%		<u>Opening Balance</u>	<u>May-26</u>	<u>Nov-26</u>	<u>Remaining Balance</u>
	Principle		17,300,000.00		580,000.00	16,720,000.00
	Interest		8,158,400.00	346,000.00	346,000.00	7,466,400.00
	Total		25,458,400.00	346,000.00	926,000.00	24,186,400.00
Lease Agreement, 2025						
General Fund						
Flagstar						
Lease Amount	600,000					
Term	15 Year					
Pay Frequency	Annual					
Rate	4.95%		<u>Opening Balance</u>	<u>Jun-26</u>	<u>Dec-26</u>	<u>Remaining Balance</u>
	Principle		600,000.00		40,033.25	512,116.75
	Interest		271,672.50	14,033.25	14,033.25	228,756.00
	Total		871,672.50	14,033.25	54,066.50	740,872.75



Department and Fund Budgets

Mission/Function

The Town Manager is responsible for assisting the Mayor and Town Council in establishing and implementing policies for the Town; the enforcement of the laws and ordinances of the Town; the hiring, suspension, or removal of all employees other than the Town Attorney, and the coordination between the needs of the Mayor and Town Council with the Town departments and other organizations with whom the Town interacts.

Objectives

- Provide assistance to the Mayor and Town Council that will enable them to make the best policies and decisions for the Town.
- Ensure that the departments and their employees provide exceptional service to the Town and its residents.

2025 Accomplishments

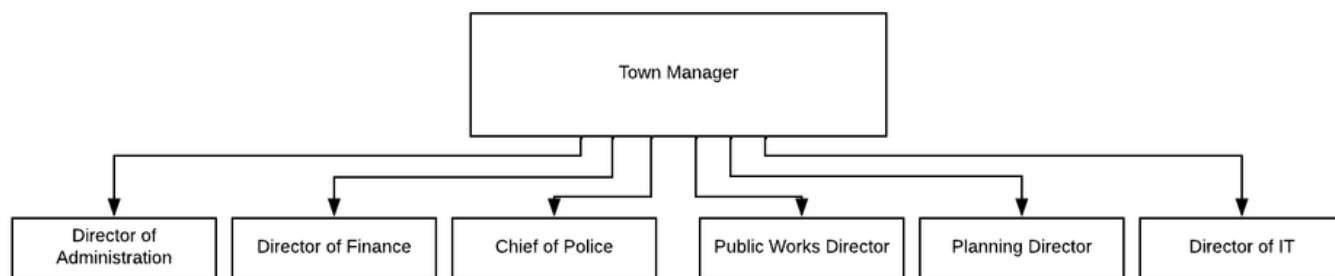
- Conducted an intensive internal recruitment for Town Manager and appointed Madeline VanDenHoek in May 2025.
- Conducted Council retreat to establish Town priorities
- Established 2026-2028 Strategic Priorities and approved strategic objectives towards accomplishing priorities
- Continued updating Town Code to reflect Charter adoption
- Adopted financial policies
- Continued to explore alternative renewable water resources



Administration - Town Council

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	121,270	110,243	97,156	173,450	138,500
Benefits	810	318	3,685	1,000	0
01-40-60100. Worker's Comp Insurance	810	318	3,685	1,000	0
Purchased Services	31,632	34,209	34,720	88,000	58,800
01-40-60130. General Insurance	5,957	0	0	0	0
01-40-60140. General Services	63	0	0	0	0
01-40-60280. Communication Services	598	0	95	0	0
01-40-60301. Technical Services	0	7,500	0	0	0
01-40-60770. Travel, Training & Meetings	6,067	7,030	10,685	40,000	0
01-40-60776. Training&Prof Dev (for 2026)	0	0	0	0	2,450
01-40-60777. Travel & Meals (for 2026)	0	0	0	0	8,350
01-40-65375. Rentals/Leases (Non-Capital)	2,015	0	0	0	0
01-40-65710. Professional Services	16,933	19,679	23,940	48,000	48,000
01-40-65996. Contingency	0	0	0	0	0
Supplies/Other	18,723	13,717	8,751	22,450	17,700
01-40-60205. General Supplies	1,719	261	513	2,000	2,000
01-40-60260. Dues and Subscriptions	10,700	7,507	8,049	15,450	15,700
01-40-60610. Fuel	0	0	0	0	0
01-40-65660. Computer	6,304	0	189	0	0
01-40-65900. Non-Capital Proj/Equip-Veh/Equ	0	5,948	0	5,000	0
01-40-65905. Non-Capital Proj/Equip - Other	0	0	0	0	0
Utilities	4,205	0	0	0	0
01-40-60341. Utilities - Electric	2,154	0	0	0	0
01-40-60342. Utilities - Gas	898	0	0	0	0
01-40-60343. Utilities - Other	1,153	0	0	0	0
Economic Development	65,900	62,000	50,000	62,000	62,000
01-40-63100. Community Sponsorships	65,900	62,000	50,000	62,000	62,000

Administration - Town Administration



Mission/Function

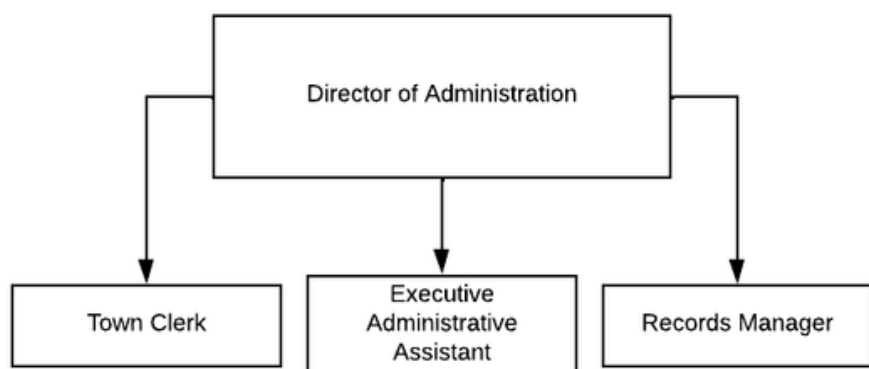
The Town Manager is responsible for assisting the Mayor and Town Council in establishing and implementing policies for the Town; the enforcement of the laws and ordinances of the Town; the hiring, suspension, or removal of all employees other than the Town Attorney, and the coordination between the needs of the Mayor and Town Council with the Town departments and other organizations with whom the Town interacts.

Objectives

- Provide assistance to the Mayor and Town Council that will enable them to make the best policies and decisions for the Town.
- Ensure that the departments and their employees provide exceptional service to the Town and its residents.

2025 Accomplishments

- Completed Monument's first Strategic Plan for 2026-2028
- Held a Council retreat
- Hosted 3 Talk with the Town, Town Hall events
- Established Citizens Service Levels Advisory Committee
- Town Manager recognized as Business Person of the Year by the Tri-Lakes Chamber of Commerce
- Established Economic Development Committee



Administration - Town Administration

Administration Department – Function Summary

The Administration Department provides essential internal and external support to ensure the effective and transparent operation of Town government. The department serves as the organizational hub for legislative administration, records management, communications, customer service, and special event coordination.

Core responsibilities include preparing and publishing Town Council agendas, packets, and minutes; managing elections and candidate filings; maintaining and codifying the Municipal Code; processing liquor licenses, business licenses, special event permits, and cemetery interments; and responding to open records requests in compliance with state law. The department oversees the Town's records retention and modernization initiatives through the implementation of Laserfiche and ensures that all legislative actions, including ordinances, resolutions, and proclamations, are properly recorded and archived.

In addition to its statutory and administrative functions, the department leads the Town's communications and community engagement efforts—producing public information materials, managing the website and social media platforms, and coordinating community events such as Concerts in the Park, Memorial Day, 4th of July, and the annual Tree Lighting.

The Administration Department also supports organization-wide strategic planning and policy development, fostering efficiency, accountability, and collaboration across all departments. Through its work, the department advances the Town's commitment to exceptional customer service, open government, and operational excellence.

2025 Accomplishments Summary

The Administration Department has made significant progress this year in advancing transparency, efficiency, and organizational development across the Town.

Records Management has been a major focus area, with the successful launch of the Laserfiche implementation. All Records Liaisons have been trained and granted access, foundational templates have been developed for each department, and public records are being migrated from Documents on Demand into the new, more user-friendly system. Staff have also continued hosting email retention workshops, streamlining records cleanup, and coordinating department-wide document organization and disposal efforts.

Administrative operations have strengthened internal systems and improved public access. The Town Council now uses CivicClerk for agenda management, live meetings, and electronic voting, enhancing efficiency and transparency. The Town Council webpage was redesigned for better mobile usability and public engagement. The department also supported a variety of organizational initiatives, including Title rewrites, policy development, budget preparation, and contract management.

Strategic and organizational development advanced through the Town's ongoing strategic planning process. Staff organized and facilitated multiple study sessions, Council retreats, and leadership meetings, resulting in refined strategic priorities and the "Involve to Evolve: Growing Together, Changing for the Better" theme. Strategic objectives are being developed collaboratively across departments to align operations with the Town's long-term vision.

Communications and public engagement saw major improvements through the development of a communications plan, ongoing ADA compliance work (raising website accessibility to over 98%), and proactive media outreach, including press releases, newsletters, and social media updates. The Town's events program continues to thrive, with successful Concerts in the Park, 4th of July festivities, and community events like the Great American Clean-Up and Memorial Day ceremony drawing strong attendance and positive community feedback.

Staff development and inter-departmental collaboration have also been key priorities. Employees attended professional conferences and trainings, participated in leadership focus groups, and received mid-year evaluations with individualized goal setting. Cross-department coordination on projects like the Veregy energy initiative, code rewrites, records cleanup, and parking feasibility studies demonstrates a unified commitment to operational excellence and continuous improvement.

Overall, 2025 has been marked by meaningful progress toward modernization, transparency, and community engagement—laying a strong foundation for continued organizational growth and service enhancement in the months ahead.

Administration - Town Administration

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-10,017,380	-11,289,328	-9,986,115	-13,609,146	-12,863,854
Taxes	-7,856,094	-8,396,021	-8,010,857	-10,851,666	-10,460,000
01-45-40110. General Property Tax	-1,302,167	-1,605,090	-1,571,402	-1,506,340	-1,600,000
01-45-40120. Sales Tax - General	-5,894,096	-6,044,374	-5,832,690	-8,675,348	-8,100,000
01-45-40124. Sales Tax - Auto	-620,506	-669,978	-570,878	-669,978	-700,000
01-45-40130. Bag Fee Revenue	-39,325	-76,579	-35,887	0	-60,000
Intergovernmental	-197,607	-196,839	-144,355	-697,977	-187,000
01-45-40115. Specific Ownership Taxes	-127,372	-133,284	-100,627	-133,284	-130,000
01-45-40126. Severance Tax Fund Dist	-2,605	0	0	-2,605	-1,000
01-45-40127. Federal Mineral Lease Fund Dis	-2,052	-2,389	0	-2,052	-1,000
01-45-40400. Motor Vehicle Registration	-33,551	-34,680	-27,363	-33,551	-35,000
01-45-40410. Tobacco Products Tax	-32,027	-26,485	-16,365	-26,485	-20,000
01-45-41050. Intergovernmental Revenue	0	0	0	0	0
01-45-48000. Grant Revenue	0	0	0	-500,000	0
Licenses & Permits	-10,991	-7,010	-4,306	-10,991	-5,000
01-45-40210. Liquor License	-10,991	-7,010	-4,306	-10,991	-5,000
User Charges/Fees	-650,600	-679,806	-410,152	-712,567	-559,000
01-45-40141. Franchise Fee-Mt View Elec	-383,955	-365,681	-194,021	-383,955	-365,000
01-45-40143. Franchise Fee - Black Hills Ut	-82,932	-138,899	-87,215	-138,899	-138,000
01-45-40147. Franchise Fee - Century Link	-387	0	-113	-387	0
01-45-40150. Franchise Fee- Comcast	-61,640	-56,441	-39,339	-61,640	-56,000
01-45-40151. Payment In Lieu of FF	-113,286	-118,786	-89,464	-119,286	0
01-45-40320. Sale of Copies & Ordinances	0	0	0	0	0
01-45-40330. Building Rental Fees	-8,400	0	0	-8,400	0
01-45-46000. Abatement Administration Fee	0	0	0	0	0
Investment Earnings	-471,792	-1,319,572	-534,885	-700,000	-600,000
01-45-40060. Interest & Investment Income	-471,792	-1,319,572	-534,885	-700,000	-600,000
Other Revenue	-9,306	-4,134	-4,601	0	0
01-45-40290. Disposal of Capitalized Assets	0	0	0	0	0
01-45-40300. IT Equipment Disposal Rev	0	0	-1,371	0	0
01-45-47000. Miscellaneous Revenue	-9,306	-4,134	-3,230	0	0
Transfers In	-820,990	-635,945	-876,959	-635,945	-1,052,854
01-45-40065. Transfer In from Other Fund	0	0	-400,000	0	0
01-45-40149. Administrative Fee-Water Fund	-820,990	-635,945	-476,959	-635,945	-1,052,854
Other	0	-50,000	0	0	0
01-45-40630. Lease Financing	0	0	0	0	0
01-45-40650. Insurance Claims / Proceeds	0	-50,000	0	0	0

Administration - Town Administration

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	4,259,926	5,404,728	3,281,787	4,694,518	4,141,345
Salaries & Wages	449,753	645,102	461,399	454,421	403,790
01-45-60000. Salaries	449,253	643,877	460,713	454,081	403,290
01-45-60010. Overtime Pay	0	650	561	340	0
01-45-60019. Longevity Recognition	500	500	0	0	500
01-45-60020. On-Call/Standby Pay	0	75	125	0	0
Benefits	172,351	187,479	113,310	150,742	148,378
01-45-60071. State Unemployment Taxes	587	1,291	923	1,288	1,210
01-45-60080. Health & Dental Insurance	37,331	62,562	43,023	51,538	53,927
01-45-60085. Life & Disability Insurance	3,819	4,389	2,830	5,115	5,202
01-45-60092. Employer's 401a/457b	87,928	78,205	42,026	57,146	56,461
01-45-60093. Employer's FICA	24,084	32,219	17,737	25,307	25,004
01-45-60094. Employer's Medicare	6,361	7,535	6,167	5,919	5,848
01-45-60098. Staff Tuition	0	0	0	2,500	0
01-45-60100. Worker's Comp Insurance	12,241	1,278	604	1,929	726
Purchased Services	518,557	491,061	322,584	476,556	381,007
01-45-60130. General Insurance	6,970	0	0	0	0
01-45-60140. General Services	280	0	0	0	0
01-45-60280. Communication Services	7,914	2,387	2,079	3,056	3,200
01-45-60301. Technical Services	481,148	481,673	312,590	462,500	313,307
01-45-60305. Legal Services (for 2026)	0	0	0	0	0
01-45-60770. Travel, Training & Meetings	11,468	7,001	7,635	11,000	0
01-45-60776. Training&Prof Dev (for 2026)	0	0	0	0	3,750
01-45-60777. Travel & Meals (for 2026)	0	0	0	0	4,750
01-45-65375. Rentals/Leases (Non-Capital)	1,424	0	280	0	0
01-45-65740. Professional Services	9,352	0	0	0	56,000
01-45-65996. Contingency	0	0	0	0	0
Supplies/Other	8,066	16,007	6,459	8,490	8,170
01-45-60205. General Supplies	3,781	1,028	279	3,000	3,000
01-45-60260. Dues and Subscriptions	4,186	13,475	6,179	2,490	2,170
01-45-65660. Computer	99	1,504	0	3,000	3,000
Utilities	4,374	0	0	0	0
01-45-60341. Utilities - Electric	1,524	0	0	0	0
01-45-60342. Utilities - Gas	765	0	0	0	0
01-45-60343. Utilities - Other	2,085	0	0	0	0
Capital Outlay	0	875,515	0	0	0
01-45-65955. Capital Projects-Other	0	875,515	0	0	0
Transfers Out	2,751,022	2,742,600	540,174	582,774	0
01-45-67400. Transfer to CDF	63,000	42,600	0	42,600	0
01-45-67401. Transfer to PF	2,633,022	2,700,000	0	0	0
01-45-67402. Transfer SDFP	55,000	0	540,174	540,174	0
Expense Other	355,804	446,965	1,837,861	3,021,535	3,200,000
01-45-63000. Interview Prep/Sales Tax Payable	355,804	446,965	1,837,861	3,021,535	3,200,000

Administration - Town Clerk

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	152,812	300,827	295,085	391,871	287,415
Salaries & Wages	81,852	179,285	174,150	223,048	159,605
01-41-60000. Salaries	81,852	179,285	174,118	220,543	159,605
01-41-60010. Overtime Pay	0	0	31	2,505	0
01-41-60019. Longevity Recognition	0	0	0	0	0
01-41-60020. On-Call/Standby Pay	0	0	0	0	0
Benefits	26,339	65,830	64,579	104,323	60,026
01-41-60071. State Unemployment Taxes	-27	359	348	669	479
01-41-60080. Health & Dental Insurance	10,797	28,657	28,815	51,796	22,646
01-41-60085. Life & Disability Insurance	914	2,048	2,296	2,845	2,059
01-41-60092. Employer's 401a/457b	8,251	21,130	20,303	31,227	22,345
01-41-60093. Employer's FICA	4,966	10,757	10,422	13,829	9,896
01-41-60094. Employer's Medicare	1,161	2,516	2,437	3,234	2,314
01-41-60098. Staff Tuition	0	0	0	0	0
01-41-60100. Worker's Comp Insurance	277	363	-43	723	287
Purchased Services	27,378	16,758	15,447	28,500	60,330
01-41-60130. General Insurance 01-41-60140. General Services 01-41-60254. Election Expense 01-41-60280. Communication Services 01-41-60301. Technical Services 01-41-60770. Travel, Training & Meetings 01-41-60776. Training&Prof Dev (for 2026) 01-41-60777. Travel & Meals (for 2026) 01-41-65375. Rentals/Leases (Non-Capital) 01-41-65710. Professional Services	5,957 241 3,212 3,956 3,576 3,154 0 0 1,960 5,324	0 738 8,466 55 0 6,743 0 0 0 756	0 0 5,527 0 5,293 4,627 0 0 0 0	0 1,000 10,000 4,000 6,000 7,500 0 0 0 0	0 500 15,000 500 39,580 0 2,500 2,250 0 0
Supplies/Other	15,271	38,954	40,909	36,000	7,454
01-41-60205. General Supplies	2,120	3,562	829	7,500	4,000
01-41-60260. Dues and Subscriptions	10,200	35,392	38,125	25,000	954
01-41-60610. Fuel	0	0	0	0	0
01-41-65660. Computer	2,950	0	1,955	3,500	2,500
Utilities	1,971	0	0	0	0
01-41-60341. Utilities - Electric	754	0	0	0	0
01-41-60342. Utilities - Gas	383	0	0	0	0
01-41-60343. Utilities - Other	834	0	0	0	0

Administration - Finance

Mission/Function

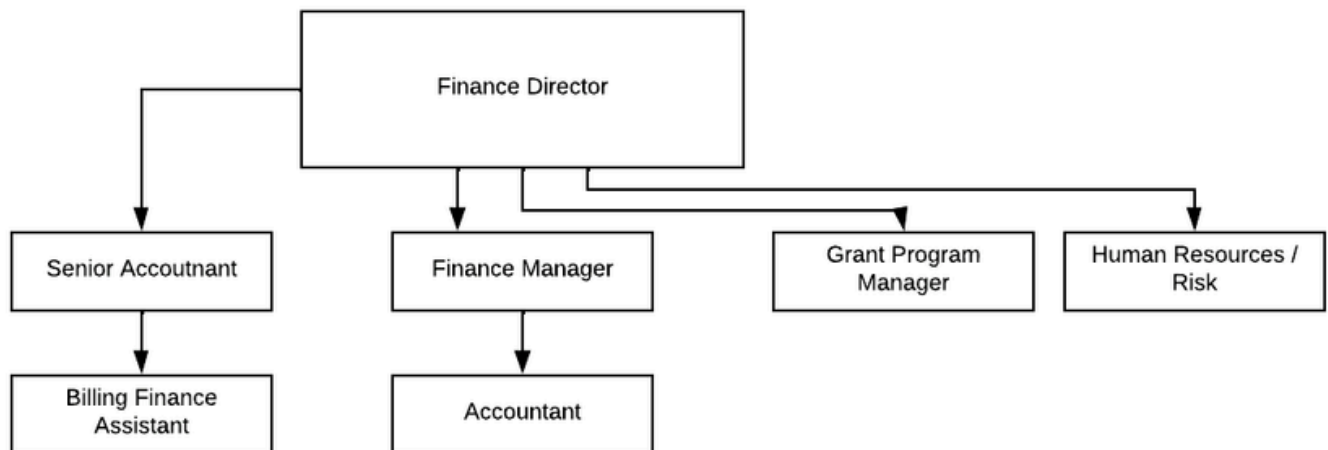
Provide a responsive fiscal and asset management foundation to meet the needs of the community through professional, knowledgeable, and ethical services so that maximum value is obtained for its limited financial resources.

The Finance Department is responsible for the administration of the financial affairs of the Town of Monument including compiling financial information and data for the Town Manager's annual budget, the supervision of disbursement of all monies and control over all expenditures to ensure appropriations are not exceeded, the design and maintenance of a general accounting system along with the development and maintenance of internal controls, preparation of periodic statements of receipts and disbursements showing the financial and budgetary condition of the Town, preparation of year-end financial statements, the collection of all revenue due the Town, investment of Town funds, the purchasing of goods and services, and the disposal of surplus assets. Along with providing ongoing analysis of the financial condition of the Town, debt issuance, debt management and the investing of Town funds.

This department oversees the day-to-day activities of accounts payable, accounts receivable, payroll, revenue collection, sales and use tax, audit, budget, and other related financial activities. The Finance Department provides oversight of Fund Balances through revenue and expense projections, compliance with State Budget Law and Colorado State Statutes, Governmental Accounting Standards Board (GASB) standards, Generally Accepted Accounting Principles (GAAP), and approved budget data.

Objectives

- Responsible for the administration of all financial record keeping and reporting functions. These functions include accounting, cash receipts, employee payroll and tax reporting, providing departments with revenue and expenditure information, maintaining grant activity, accounts receivables, and the coordination of vendor payments in accordance with Town policies
- Oversees the town-wide annual budget. Responsible for providing comparative budget to actual financial reporting during the year, which is essential in the monitoring of budgeted targets for both revenues and expenditures
- Leads and coordinates annual audit process in collaboration with the Town's external auditors
- Monitoring internal controls, applying sound business practices through periodic updates as necessary.
- Cash Management – exercise internal controls in safeguarding handling the collection and deposit of cash and checks. Segregation of duties, controlled access to resources, on a regular basis, review, verify, and reconcile statements and accounts
- Debt Management – monitors formal financial agreements, budgets for annual payment obligations, analyzes arbitrage liabilities and maintains covenant compliance.
- Property/Sales/Use Tax Ordinance and Administration – works with the state and businesses to ensure all taxes collected appropriately, monitor business activity that may affect revenue base, and educate businesses and others about tax law and requirements.



Administration - Finance

2025 Accomplishments

- Adopted 1st Amended and 2nd Amended 2025 Budgets
- Implemented Self-Collect Sales Tax Program
- Hired new auditor
- Completed 2024 Audit with no significant findings
- Implemented new budget software
- Developed financial policies
- Updated Procurement Policy
- Designed new 2026 budget book
- Adopted 2026 Budget
- Developed Long Range Financial Forecast
- Updated Town's procurement processes
- Develop Request for Proposals and selected consultant to conduct Americans with Disabilities Act required Self-Assessment and Transition Plan
- Developed Capital Improvement Plan
- Developed Asset Replacement Fund
- Initiated Fee Study
- Developed Cost Allocation Plan
- Initiated Water Rate Study
- Serve as staff liaison to Citizens Service Levels Advisory Committee



Administration - Finance

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	659,990	646,494	576,891	829,040	982,336
Salaries & Wages	414,899	429,464	342,162	418,907	524,015
01-42-60000. Salaries	414,899	429,464	342,162	416,813	524,015
01-42-60010. Overtime Pay	0	0	0	2,094	0
01-42-60019. Longevity Recognition	0	0	0	0	0
Benefits	126,944	131,332	97,937	148,655	189,818
01-42-60071. State Unemployment Taxes	433	867	688	1,257	1,572
01-42-60080. Health & Dental Insurance	30,312	36,307	33,318	50,272	64,311
01-42-60085. Life & Disability Insurance	4,939	4,316	4,009	5,377	6,760
01-42-60092. Employer's 401a/457b	59,240	56,347	33,985	58,647	73,362
01-42-60093. Employer's FICA	25,405	26,588	20,983	25,972	32,489
01-42-60094. Employer's Medicare	5,942	6,218	4,907	6,074	7,598
01-42-60098. Staff Tuition	0	0	0	0	0
01-42-60100. Worker's Comp Insurance	674	688	46	1,056	3,726
Purchased Services	105,965	73,938	134,886	246,278	264,094
01-42-60130. General Insurance	10,957	0	0	0	0
01-42-60140. General Services	3,026	3,129	5,912	12,050	29,594
01-42-60280. Communication Services	3,354	272	0	500	500
01-42-60301. Technical Services	79,374	66,483	122,250	218,128	220,500
01-42-60770. Travel, Training & Meetings	4,585	1,680	4,927	10,600	13,500
01-42-60776. Training&Prof Dev (for 2026)	0	0	0	0	0
01-42-60777. Travel & Meals (for 2026)	0	0	0	0	0
01-42-65375. Rentals/Leases (Non-Capital)	4,668	2,374	1,797	5,000	0
01-42-65710. Professional Services	0	0	0	0	0
Supplies/Other	8,027	11,761	1,906	15,200	4,409
01-42-60205. General Supplies	1,246	7,718	301	6,500	1,184
01-42-60260. Dues and Subscriptions	405	1,925	1,604	2,700	725
01-42-60610. Fuel	0	0	0	0	0
01-42-65660. Computer	6,146	1,957	0	4,000	2,500
01-42-65900. Non-Cap Vehicles / Equipment	229	161	0	1,000	0
01-42-65905. Non-Capital Proj/Equip - Other	0	0	0	1,000	0
Utilities	4,156	0	0	0	0
01-42-60341. Utilities - Electric	1,886	0	0	0	0
01-42-60342. Utilities - Gas	879	0	0	0	0
01-42-60343. Utilities - Other	1,391	0	0	0	0

Administration - Human Resources

Mission/Function

To provide comprehensive support and facilitation of employment, classification, outreach, training, retirement, benefits, employee relations, research, and analysis for all Town Departments.

Objectives

- Attract and retain highly qualified professionals to work for the Town of Monument.
- Review, implement and maintain a comprehensive and competitive total compensation and rewards program.
- Investigate and respond to Department concerns, employee grievances and provide appropriate analysis
- Enable Departments to provide necessary citizen services through prompt and professional attention to HR requirements.
- Develop, implement, and review training programs related to professional development and succession planning activities.



2025 Accomplishments

- Annual & Biannual training tracking via Human Resources Information System
- Updated Employee Handbook
- Updated numerous forms and procedures
- Automated numerous processes via Human Resources Information System
- Implemented full standardization of onboarding/offboarding of employees
- Issued three Employee Satisfaction Surveys. Survey will be sent every 6 months to employees.
- Completed of Compensation Survey to create a standardized wage grade system
- Achieved employee satisfaction average rating of 22.5
- Implemented Employee Evaluations via Human Resources Information Systems resulting in a savings of \$6,000 and removal of a redundant software.
- Reviewed 45 applications
- Completed 86% of performance evaluations on-time
- Achieved Property and Casualty insurance rating of 86 (out of 100)
- Achieved Workers' Compensation insurance rating of 82 (out of 100)
- Completed 80% of required trainings on-time
- Achieved compensation equity, employees within competitive rates, of 92% of employees

Administration - Human Resources

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	134,852	223,960	238,009	399,220	247,447
Salaries & Wages	69,231	83,198	74,126	91,807	97,708
01-43-60000. Salaries	69,231	83,198	74,126	91,734	97,708
01-43-60010. Overtime Pay	0	0	0	73	0
01-43-60019. Longevity Recognition	0	0	0	0	0
01-43-60020. On-Call/Standby Pay	0	0	0	0	0
Benefits	35,983	40,696	23,826	44,921	34,476
01-43-60071. State Unemployment Taxes	138	166	149	275	293
01-43-60080. Health & Dental Insurance	26,951	23,041	9,039	20,898	11,593
01-43-60085. Life & Disability Insurance	949	1,033	957	1,152	1,260
01-43-60092. Employer's 401a/457b	2,596	9,984	8,100	12,853	13,679
01-43-60093. Employer's FICA	4,223	5,082	4,545	5,692	6,058
01-43-60094. Employer's Medicare	988	1,189	1,063	1,331	1,417
01-43-60098. Staff Tuition	0	0	0	2,500	0
01-43-60100. Worker's Comp Insurance	138	201	-25	220	176
Purchased Services	22,853	99,299	139,328	255,329	112,355
01-43-60130. General Insurance	5,957	75,244	48,886	53,624	74,280
01-43-60140. General Services	2,929	1,836	20,169	20,000	0
01-43-60280. Communication Services	987	0	0	0	0
01-43-60301. Technical Services	6,619	10,715	153	30,000	17,100
01-43-60770. Travel, Training & Meetings	4,510	11,504	4,642	39,705	4,375
01-43-60776. Training&Prof Dev (for 2026)	0	0	0	0	1,600
01-43-60777. Travel & Meals (for 2026)	0	0	0	0	0
01-43-65375. Rentals/Leases (Non-Capital)	1,640	0	0	0	0
01-43-65710. Professional Services	210	0	65,478	112,000	15,000
Supplies/Other	5,980	768	729	7,163	2,908
01-43-60205. General Supplies	3,225	156	83	2,000	250
01-43-60260. Dues and Subscriptions	304	612	645	5,163	2,658
01-43-60610. Fuel	0	0	0	0	0
01-43-65660. Computer	2,451	0	0	0	0
01-43-65905. Non-Capital Proj/Equip - Other	0	0	0	0	0
Utilities	805	0	0	0	0
01-43-60341. Utilities - Electric	377	0	0	0	0
01-43-60342. Utilities - Gas	191	0	0	0	0
01-43-60343. Utilities - Other	236	0	0	0	0

Administration - Information Technology

Mission/Function

The Information Technology Department serves as the backbone of the Town of Monument's digital infrastructure, supporting approximately 80 employees, elected and appointed officials, and the broader community. With a focus on security, reliability, and user experience, the department ensures that all technology systems operate efficiently and securely. As the sole internal IT staff member, the Director of IT manages strategic initiatives and completes over half of the monthly service tickets, while a contracted Managed Service Provider delivers daily Tier I–III support. The department is committed to continuous improvement through automation, standardization, and the thoughtful integration of emerging technologies such as artificial intelligence, all aimed at empowering staff to deliver exceptional public service.

Objectives

- Support the Town of Monument's IT systems
- Recommend and implement improvements to both the IT Network Infrastructure and individual user experience with the goal of enhancing service to the citizens of Monument.
- Provide a high-performance voice and data network, facilitating better use of automated tools by Town employees.
- Support and oversight of the Town of Monument's security cameras.
- Oversee the installation, maintenance and repair of all computers and sound systems used by Town employees.
- Support telephone service and equipment.
- Advise management and provide guidance to Departments regarding technological directions and initiatives that would benefit the Town.

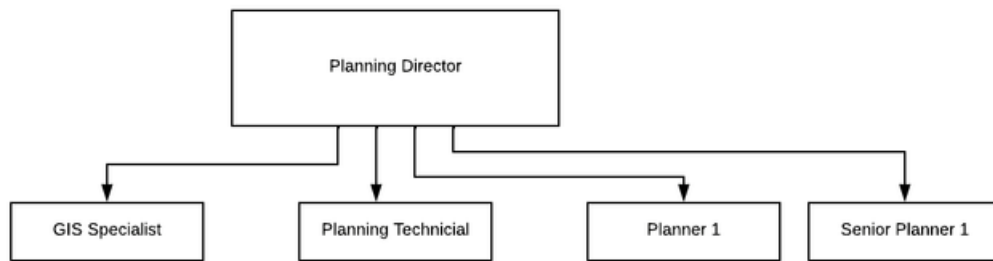
2025 Accomplishments

- 100% Completed to Window 11 for all PCs (110). End of Windows 10 Security Patching support is October 14th, 2025 (Jan 2025)
- Standardization of Mobile Device Management to Intune (Cost savings of \$4200)
- Full turn-up of all Council Chambers A/V related Technology (Feb 2025)
- Completed network standardization of buildings 255 and 259 Beacon lite, and 506 Jefferson. All building networks have standard Ubiquity switches and Wireless Access Points
- Completed build and deployment of Tablets for the Water Team for day-to-day process management
- Completed 2 off-site test of the Mobile Council Chambers A/V system.
- Presbyterian Church and YMCA
- ADA Sound Turn-up in Council Chambers
- Completed several cost savings initiatives related to Mobile phones - \$2,160
- Performed 2 E-Recycle initiatives (schedule is once a quarter). Disposed of over 50lbs of electronic waste. Next scheduled pick-up is October 23rd
- Completed Artificial Intelligence – Initial Training Lecture for all employees
- Successful completed IT Focus Months (Cybersecurity Awareness (Aug), Artificial Intelligence Awareness (Sep)
- Weekly Tips and information
- 2 hours Discussion forum for each
- Turned up Tech Team Committee comprised of employees from each department
- Focusing on IT Issues and opportunities to improve employee Technology experience.
- Also charged the team to come up with some potential projects where AI can be used to provide process improvements
- Successfully turned up 2 new Police Vehicle Technology
- Successfully re-enrolled all Police department mobile phones in preparation of new mobile device management configurations
- Working with EnvisionIT Solutions successfully moved all employees, with the exception of the Police Department, over to Microsoft Office Business Standard. This has potential cost savings of \$1600 this year, \$9600 in 2026.
- Community Support (IT Discussions, 1on1 IT Support for SilverKey)
- 36hrs of support to date
- Also completed a 2hr IT discussion at the Presbyterian Church (non-work hours)
- IT Support tickets completed to date: 1,079. Average Per Month (Jan-Sep, 116.2). Current Trend line is showing a downward trend.

Administration - Information Technology

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	350,155	335,477	272,771	439,866	373,955
Salaries & Wages	109,163	140,400	119,070	151,632	150,368
01-44-60000. Salaries	109,163	140,400	119,070	151,632	150,368
01-44-60010. Overtime Pay	0	0	0	0	0
01-44-60019. Longevity Recognition	0	0	0	0	0
01-44-60020. On-Call/Standby Pay	0	0	0	0	0
Benefits	22,180	34,929	29,038	37,794	37,317
01-44-60071. State Unemployment Taxes	139	285	242	455	451
01-44-60080. Health & Dental Insurance	0	2,470	1,750	2,100	2,100
01-44-60085. Life & Disability Insurance	1,060	1,283	1,069	1,956	1,940
01-44-60092. Employer's 401a/457b	12,483	19,656	16,670	21,228	21,052
01-44-60093. Employer's FICA	6,773	8,789	7,462	9,401	9,323
01-44-60094. Employer's Medicare	1,584	2,056	1,745	2,199	2,180
01-44-60098. Staff Tuition	0	0	0	0	0
01-44-60100. Worker's Comp Insurance	141	391	101	455	271
Purchased Services	206,825	145,782	106,474	204,062	177,020
01-44-60130. General Insurance	5,957	0	0	0	0
01-44-60140. General Services	1,120	55	0	0	0
01-44-60280. Communication Services	9,054	34,466	31,391	44,793	42,620
01-44-60301. Technical Services	168,979	80,365	54,282	127,110	92,536
01-44-60770. Travel, Training & Meetings	2,050	447	1,499	2,000	2,000
01-44-60776. Training&Prof Dev (for 2026)	0	0	0	0	0
01-44-60777. Travel & Meals (for 2026)	0	0	0	0	0
01-44-65375. Rentals/Leases (Non-Capital)	450	10,168	9,275	18,159	11,664
01-44-65710. Professional Services	19,216	20,282	10,027	12,000	28,200
01-44-65996. Contingency	0	0	0	0	0
Supplies/Other	18,323	14,366	18,190	46,378	9,250
01-44-60205. General Supplies	3,216	1,401	976	4,500	3,500
01-44-60260. Dues and Subscriptions	6,390	2,295	331	350	400
01-44-60610. Fuel	0	0	0	0	0
01-44-65660. Computer	8,717	10,670	16,883	41,528	5,350
01-44-65905. Non-Capital Proj/Equip - Other	0	0	0	0	0
Utilities	-6,335	0	0	0	0
01-44-60341. Utilities - Electric	377	0	0	0	0
01-44-60342. Utilities - Gas	191	0	0	0	0
01-44-60343. Utilities - Other	-6,904	0	0	0	0
Capital Outlay	0	0	0	0	0
01-44-65955. Capital Projects-Other	0	0	0	0	0

Planning Department



Mission/Function

The Planning Department oversees the growth and development of the Town, while upholding the community's vision and regulations. The Department is responsible for interpreting and administering the Town's Comprehensive Plan, Zoning and Subdivision Regulations, as well as planning, design, and construction management of municipal projects. Planning staff review and process all developmental applications, including those that require a recommendation by the Planning Commission with approval by the Town Council, as well as smaller-scale development applications and permits that are approved administratively. The Department assists in the planning, design, and construction management of municipal projects.

Objectives

- To fairly and equitably administer and enforce the Town's zoning and subdivision regulations daily. To assist the general public and the development community in processing development applications in an efficient and timely manner. To assure the citizens of Monument that development proceeds in an orderly and controlled fashion, paying close attention to the quality of new development and the quality of life for our residents. To assure that any impacts to existing neighborhoods are minimized and/or mitigated to the extent permitted by law.

2025 Accomplishments

- Reviewed, Administered and Issued 300 Building and Land Development Permits, including 10 new commercial developments and over 120 new homes.
- Administered 18 Land Development Cases, including: Light Industrial Buildings A & B at Falcon Commerce Center, Legacy at Jackson Landing Retail Center, Lewis Palmer(Tri-lakes Cares) Subdivision, Maverick Apartments at Jackson Creek North, Meritage Homes at Conexus, Monument Fire District Station No. 3 at Woodmoor Placer Subdivision, Restrooms at Monument Lake, Panda Express at Cinematic View, Retail (Dairy Queen/Subway) at Cinematic View, Santa Fe Park at Terrazzo Baja Commercial Development, Terrazzo Baja Commercial Development, Triview Administration Building in Terrazzo Baja Commercial Development, Triview Promontory Pointe Water Tank, Woodmoor Placer Subdivision, and Ziggi's Coffee at Cinematic View.
- Launched and facilitated the Monument 2040 project, a community-based, consultant-supported effort to update the Town's 2017 Comprehensive Plan and 2006 Stormwater Management Plan (expected completion - summer 2026).
- Expanded use of CommunityCore, the Department's online development review and permit management system.
- Updated Town's official zoning map, development imagery maps and district maps utilizing the Town's geographic information system (GIS).
- Launched development impact fee nexus study
- Conducted competitive process to hire an appointed Town Engineer, serving the Planning and Public Works departments.
- Launched Zombie Hunting permit program as a creative fundraising initiative for the Heart of Monument Play Park.



Monument 2040 Farmers Market Booth
Summer 2025

Planning Department

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-291,811	-175,315	-169,583	-491,811	-841,400
Intergovernmental	0	0	0	-200,000	-80,000
01-49-40134. Grant Revenue	0	0	0	-200,000	-80,000
01-49-41050. Infrastructure Fee	0	0	0	0	0
Licenses & Permits	-114,990	-102,920	-97,165	-114,990	-241,400
01-49-40230. Land Use Permits	-48,850	-50,776	-47,161	-48,850	-180,000
01-49-40240. Fence Permits	-350	-687	-1,096	-350	-1,500
01-49-40245. Landscape Permits	-10,700	-7,093	-4,507	-10,700	-10,000
01-49-40250. Sidewalk Permits	-41,550	-27,158	-15,162	-41,550	-30,000
01-49-40255. Right Of Way Permits	-6,525	-9,625	-21,800	-6,525	-10,000
01-49-40260. Temporary Use Permit	-900	-843	-607	-900	-900
01-49-40265. Lake Use Permits	0	0	0	0	0
01-49-40270. Sign Permits	-6,115	-6,738	-6,832	-6,115	-9,000
User Charges/Fees	-176,821	-72,396	-72,418	-176,821	-520,000
01-49-40310. Planning Fees	-87,171	-35,650	-27,564	-87,171	-120,000
01-49-40311. Eng Rev/Insp Fees	-89,600	-36,746	-44,854	-89,600	-150,000
01-49-40320. Sale of Maps & Publications	-50	0	0	-50	0
01-49-40350. Code Enforcement Fees	0	0	0	0	0
01-49-40610. Engineering Fee Reimbursable	0	0	0	0	-250,000



Ziggi's Coffee Grand Opening
August 15, 2025

Planning Department

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	510,118	558,334	908,258	1,475,964	1,812,241
Salaries & Wages	262,155	285,755	313,096	422,701	458,850
01-49-60000. Salaries	261,081	285,755	313,096	419,905	458,850
01-49-60010. Overtime Pay	1,075	0	0	2,796	0
01-49-60019. Longevity Recognition	0	0	0	0	0
Benefits	71,591	100,739	111,793	166,395	164,301
01-49-60071. State Unemployment Taxes	390	572	626	1,268	1,377
01-49-60080. Health & Dental Insurance	30,248	39,223	45,691	62,029	56,838
01-49-60085. Life & Disability Insurance	2,383	2,851	3,573	5,417	5,919
01-49-60092. Employer's 401a/457b	19,123	36,226	38,589	59,178	64,239
01-49-60093. Employer's FICA	15,395	17,200	18,852	26,207	28,449
01-49-60094. Employer's Medicare	3,600	4,023	4,409	6,129	6,653
01-49-60098. Staff Tuition	0	0	0	5,000	0
01-49-60100. Workers Compensation Insurance	452	645	52	1,167	826
Purchased Services	165,027	147,666	175,078	872,868	1,104,390
01-49-60130. General Insurance	5,957	0	0	0	0
01-49-60140. General Services	1,289	281	497	0	0
01-49-60280. Communication Services	4,873	898	1,385	5,500	8,460
01-49-60301. Technical Services	133,152	15,873	118,160	169,900	13,410
01-49-60305. Legal Services (for 2026)	0	0	0	0	365,000
01-49-60770. Travel, Training & Meetings	5,299	1,738	10,309	20,200	0
01-49-60776. Training&Prof Dev (for 2026)	0	0	0	0	3,700
01-49-60777. Travel & Meals (for 2026)	0	0	0	0	6,520
01-49-65375. Rentals/Leases (Non-Capital)	6,309	3,164	2,444	3,900	2,300
01-49-65709. Engineering Reviews (for 2026)	0	0	0	0	310,000
01-49-65710. Professional Services	8,149	125,713	42,283	673,368	0
01-49-65720. Engineering Services	0	0	0	0	165,000
01-49-65750. Monument 2040 Project	0	0	0	0	230,000
01-49-66030. Planning Code Revisions	0	0	0	0	0
Supplies/Other	8,126	24,174	13,578	14,000	13,700
01-49-60205. General Supplies	3,492	9,941	3,448	1,500	4,000
01-49-60260. Dues and Subscriptions	2,303	1,673	5,521	5,500	6,200
01-49-65660. Computer	2,332	12,560	4,609	7,000	3,500
Utilities	3,218	0	0	0	0
01-49-60341. Utilities - Electric	1,132	0	0	0	0
01-49-60342. Utilities - Gas	574	0	0	0	0
01-49-60343. Utilities - Other	1,512	0	0	0	0
Capital Outlay	0	0	294,712	0	0
01-49-65955. Capital Projects-Other	0	0	0	0	0
01-49-66303. Planning Lakota // Dola Grant	0	0	294,712	0	0
Other	0	0	0	0	71,000
01-49-65780. Code Enforcement	0	0	0	0	71,000

Law Enforcement

Objectives

- Monitor and adjust patrol and special assignment staffing to meet the needs of a growing community.
- Enhance supervisory and management capabilities through specialized training, strategic hiring, and leadership development.
- Strengthen interagency collaboration and emergency preparedness by partnering with local and regional agencies.
- Develop a coordinated approach to code enforcement that addresses land use and quality-of-life concerns.
- Expand the Community Resource Officer program and increase public engagement opportunities.
- Maintain transparency in financial management and resource allocation.

2025 Accomplishments

- Achieved full sworn staffing of 30 officers, improving coverage and response capability.
- Sergeant Marks received the Colorado Association of Chiefs of Police (CACP) Pioneer Award for creating the Designated Marksman and Tactical Patrol Officer programs.
- Continued quarterly Chief's Advisory Board and Community Engagement Group meetings to enhance communication and trust.
- Strengthened partnerships with local, regional, and state agencies through participation in committees and professional networks.
- Partnered with the National Tactical Officers Association (NTOA) to provide leadership and tactical decision-making training.

2026 Budget Highlights

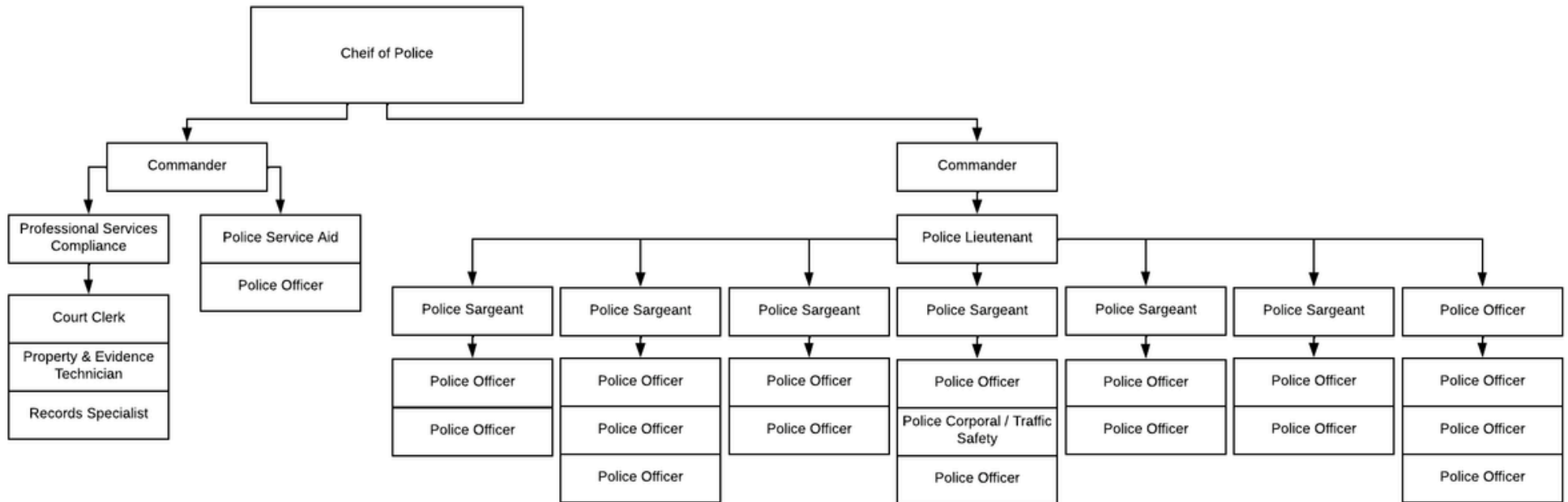
- Add one police lieutenant and three police officers to improve supervision and balance workload distribution.
- Reclassify the Executive Assistant to the Chief position to Strategic Programs Coordinator to support data-driven policing and accreditation.
- Provide department-wide training through FBI-LEEDA and the Pikes Peak Leadership Program.

2026 Performance Measures

- Host four Community Engagement Group meetings annually.
- Host four Chief's Advisory Board meetings annually.
- Conduct one annual table-top emergency exercise with PPROEM and MFD.
- Provide one active-shooter preparedness training for Town Council and one for Town staff each year.



Law Enforcement



Law Enforcement

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	0	0	-202,280	-346,304	-218,000
Intergovernmental	0	0	-8,750	0	0
01-51-40660. Contributions to Police	0	0	-3,004	0	0
01-51-48000. Grant Revenue	0	0	-5,746	0	0
User Charges/Fees	0	0	-183,967	-346,304	-218,000
01-51-40350. Fees for Service	0	0	-7,906	-3,000	0
01-51-40610. SRO & Extra Duty	0	0	-176,061	-343,304	-218,000
Other Revenue	0	0	-9,563	0	0
01-51-40290. Disposal of Capitalized Assets	0	0	0	0	0
01-51-40405. Auction Proceeds - Law Enforce	0	0	-4,130	0	0
01-51-40670. Donations For PD	0	0	-731	0	0
01-51-40680. Fingerprint Revenue	0	0	-1,655	0	0
01-51-40690. Fundraisers For PD	0	0	-207	0	0
01-51-45370. Special Event Revenue	0	0	-2,840	0	0



Law Enforcement

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	0	0	2,771,912	3,918,824	4,383,548
Salaries & Wages	0	0	1,824,564	2,468,346	2,714,875
01-51-60000. Salaries	0	0	1,745,135	2,378,739	2,620,569
01-51-60010. Overtime Pay	0	0	58,243	87,107	93,806
01-51-60011. Extra Duty Police	0	0	18,686	0	0
01-51-60019. Longevity Recognition	0	0	2,500	2,500	500
01-51-60020. On-Call/Standby	0	0	0	0	0
Benefits	0	0	737,627	1,085,843	1,265,901
01-51-60071. State Unemployment Taxes	0	0	3,669	7,136	8,143
01-51-60080. Health & Dental Insurance	0	0	226,462	376,242	447,129
01-51-60084. FPPA for D&D	0	0	56,499	72,800	93,052
01-51-60085. Life & Disability Insurance	0	0	7,212	7,491	33,805
01-51-60091. FPPA for Retirement	0	0	94,313	99,583	127,947
01-51-60092. Employer's 401a/457b	0	0	160,976	236,244	252,066
01-51-60093. Employer's FICA	0	0	109,189	147,482	168,291
01-51-60094. Employer's Medicare	0	0	25,536	34,492	39,358
01-51-60098. Staff Tuition	0	0	2,000	2,500	0
01-51-60100. Workers Compensation Insurance	0	0	51,771	101,873	96,110
Purchased Services	0	0	189,604	310,842	361,567
01-51-60130. General Insurance	0	0	119,175	166,769	205,591
01-51-60140. General Services	0	0	2,229	6,163	6,171
01-51-60280. Communication Services	0	0	5,430	9,649	10,259
01-51-60301. Technical Services	0	0	34,451	91,838	72,870
01-51-60305. Legal Services (for 2026)	0	0	0	0	24,774
01-51-60770. Travel, Training & Meetings	0	0	762	0	0
01-51-60776. Training&Prof Dev (for 2026)	0	0	0	0	0
01-51-60777. Travel & Meals (for 2026)	0	0	0	0	0
01-51-65375. Rentals/Leases (Non-Capital)	0	0	8,649	13,850	13,284
01-51-65710. Professional Services	0	0	18,908	22,574	28,618
Repairs & Maintenance	0	0	151	0	0
01-51-65390. Repairs & Maint-Vehicle/Equip.	0	0	151	0	0
01-51-65440. Repairs & Maint - Other	0	0	0	0	0
Supplies/Other	0	0	7,073	24,238	23,647
01-51-60205. General Supplies	0	0	3,329	17,441	13,545
01-51-60225. Uniforms (for 2026)	0	0	0	0	0
01-51-60240. Postage	0	0	0	0	0
01-51-60260. Dues and Subscriptions	0	0	1,680	6,797	7,602
01-51-60610. Fuel	0	0	0	0	0
01-51-65660. Computer	0	0	0	0	0
01-51-65900. Non-Capital Proj/Equip-Veh/Equ	0	0	0	0	0

Court

Mission/Function

The Town of Monument Municipal Court is committed to professionally serving the citizens of Monument by administering justice in a fair, efficient and respectful manner, so as to enhance public trust and community confidence in our court system.

Objectives

- Administer justice in a fair, efficient and respectful manner.
- Serve as custodian of all court records.
- Coordinate and collect all court-related fees and fines

2025 Accomplishments

- Staff training & professional development
- Separation of court & records duties
- Strengthened collaboration with law enforcement partners, the District Attorney's Office, and the County Courthouse to ensure consistent processes and clear communication.
- Conducted a thorough review and updated Title II to align with the current court procedures and applicable law

2026 Performance Measures

- Percentage of cases processed on time = $\geq 96\%$ of all cases processed on time
- Track how many cases resolve within the legally mandated or internally defined timelines, Average time from citation filing to case resolution = ≤ 30 days average case processing time. (with court only being once a month, this number has to be larger)
- Measure the number of days from citation filing to case resolution to identify bottlenecks, Audit or compliance review results showing adherence to municipal and state regulations = 98% or higher compliance score



Court

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
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EXPENDITURES

Grand Total	126,607	136,786	101,229	184,508	142,441
Salaries & Wages	80,633	92,110	67,669	108,784	88,273
01-46-60000. Salaries	79,222	91,026	67,447	107,072	86,273
01-46-60010. Overtime Pay	1,411	1,084	222	1,712	2,000
Benefits	15,829	28,404	20,443	53,124	32,218
01-46-60071. State Unemployment Taxes	88	188	141	326	271
01-46-60080. Health & Dental Insurance	4,606	8,254	6,266	27,330	11,109
01-46-60085. Life & Disability Insurance	1,060	1,147	861	1,381	1,139
01-46-60092. Employer's 401a/457b	3,333	10,290	7,820	15,230	12,638
01-46-60093. Employer's FICA	5,160	5,819	4,224	6,745	5,597
01-46-60094. Employer's Medicare	1,207	1,361	988	1,577	1,309
01-46-60100. Worker's Comp Insurance	374	1,345	144	535	155
Purchased Services	24,377	13,882	11,038	18,200	19,500
01-46-60130. General Insurance	5,957	0	0	0	0
01-46-60140. General Services	-84	0	0	2,000	500
01-46-60280. Communication Services	1,178	0	0	1,300	1,000
01-46-60301. Technical Services	13,203	13,700	11,000	12,900	1,000
01-46-60770. Travel, Training & Meetings	431	182	38	2,000	0
01-46-60776. Training&Prof Dev (for 2026)	0	0	0	0	1,000
01-46-60777. Travel & Meals (for 2026)	0	0	0	0	1,000
01-46-65375. Rentals/Leases (Non-Capital)	3,692	0	0	0	0
01-46-65710. Professional Services	0	0	0	0	15,000
Supplies/Other	3,064	2,390	2,080	4,400	2,450
01-46-60205. General Supplies	2,183	1,234	798	3,500	1,500
01-46-60260. Dues and Subscriptions	200	1,156	1,283	200	250
01-46-65660. Computer	681	0	0	700	700
Utilities	2,706	0	0	0	0
01-46-60341. Utilities - Electric	592	0	0	0	0
01-46-60342. Utilities - Gas	310	0	0	0	0
01-46-60343. Utilities - Other	1,804	0	0	0	0

REVENUE

Grand Total	-50,591	-73,584	-67,553	-73,584	-75,000
User Charges/Fees	-50,591	-73,584	-67,553	-73,584	-75,000
01-46-40510. Court Collections & Fees	-50,591	-73,584	-67,553	-73,584	-75,000
01-46-40515. Court Bonds	0	0	0	0	0
Other	0	0	0	0	0
01-46-40620. Traffic Safety Income	0	0	0	0	0

Public Works Department

Mission/Function

- Provide Street and traffic management which includes paving, pothole repair, and street sweeping to snow plowing, street sign maintenance, and managing traffic signals to ensure safe and efficient transportation for both vehicles and pedestrians.
- Maintain the Town's Infrastructure and repair the Town's critical infrastructure, including public buildings, parks, and other facilities.
- Oversee and maintain the water distribution system, which include pipes, valves, and service connections.
- Manage the design and engineering of new capital improvement projects, as well as providing engineering expertise for public improvements.
- Maintain the Town's fleet and equipment.
- Manage the Town's stormwater systems including drainage systems to prevent flooding and managing stormwater runoff.

Streets

Mission/Function

To maintain and preserve the Town's roadway and drainage infrastructure to enhance the community's health, safety and welfare through long-range planning, development review, infrastructure design and maintenance, capital improvement programs and traffic control systems.

Facilities

Mission/Function

To maintain the functionality, safety and efficiency of the Town's facilities by overseeing the maintenance, operations and related services.

Fleet

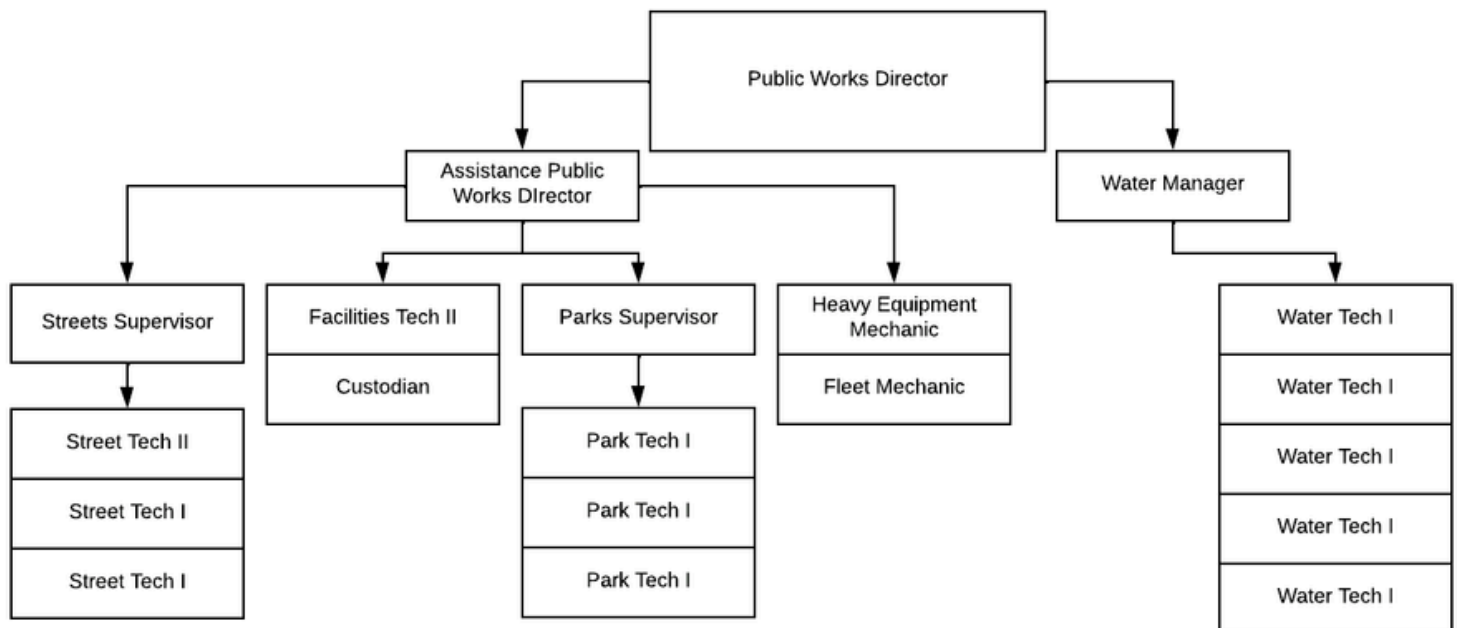
Mission/Function

To ensure the Town's vehicles and equipment are maintained in good working condition, conduct regular maintenance, diagnose issues and make repairs.

Parks and Cemetery

Mission/Function

To provide comprehensive planning services for parks, trails, open space and recreation facilities that directly benefit the citizens of Monument by enhancing quality of life, promoting a healthy community, supporting the local economy and bolstering property values and protecting and enhancing the environment; provide recreational and educational opportunities by designing, renovating and constructing new parks, park facilities and trails for the citizens and visitors of Monument.



Public Works Department - Streets

Grand Total	1,150,414	1,108,048	715,081	1,214,279	714,360
Salaries & Wages	474,548	493,769	390,847	514,118	374,314
01-30-60000. Salaries	463,160	474,168	376,826	497,232	362,292
01-30-60010. Overtime Pay	9,938	16,788	12,372	10,664	9,722
01-30-60019. Longevity Recognition	500	1,000	1,250	1,250	500
01-30-60020. On-Call/Standby Pay	960	1,813	400	4,972	1,800
Benefits	195,447	221,079	169,824	234,421	177,796
01-30-60071. State Unemployment Taxes	342	988	782	1,542	1,121
01-30-60080. Health & Dental Insurance	63,919	75,495	66,237	89,552	73,440
01-30-60085. Life & Disability Insurance	5,587	5,403	4,362	6,307	4,674
01-30-60092. Employer's 401a/457b	60,478	56,927	47,059	62,147	52,334
01-30-60093. Employer's FICA	28,607	29,441	23,194	31,875	23,178
01-30-60094. Employer's Medicare	6,690	6,886	5,424	7,455	5,420
01-30-60098. Staff Tuition	0	0	0	0	0
01-30-60100. Worker's Comp Insurance	29,824	45,940	22,764	35,543	17,631
Purchased Services	35,215	27,072	11,532	40,740	19,150
01-30-60130. General Insurance	5,152	0	0	0	0
01-30-60140. General Services	527	290	343	3,000	2,000
01-30-60280. Communication Services	7,558	0	0	0	0
01-30-60301. Technical Services	532	45	0	500	500
01-30-60770. Travel, Training, Meetings	4,208	2,535	2,571	15,000	0
01-30-60776. Training & Prof of Dev (for 2026)	0	0	0	0	3,850
01-30-60777. Travel & Meals (for 2026)	0	0	0	0	5,000
01-30-65375. Rentals/Leases (Non-Capital)	992	720	685	8,000	800
01-30-65710. Professional Services	16,248	23,482	7,934	14,240	7,000
01-30-65996. Contingency	0	0	0	0	0
Supplies/Other	70,415	73,086	46,916	133,000	88,100
01-30-60205. General Supplies	7,875	11,730	11,271	38,000	3,000
01-30-60210. Uniforms	0	0	0	0	0
01-30-60220. Small Tools (for 2026)	0	0	0	0	5,000
01-30-60221. Safety Supplies (for 2026)	0	0	0	0	3,000
01-30-60224. Safety Boots (for 2026)	0	0	0	0	600
01-30-60225. Uniforms (for 2026)	0	0	0	0	1,000
01-30-60229. Operational Supplies (for 2026)	0	0	0	0	12,000
01-30-60260. Dues and Subscriptions	0	537	250	1,000	1,000
01-30-60387. Salt/Sand	7,817	26,757	8,905	32,000	25,000
01-30-60610. Fuel	42,922	29,427	24,786	50,000	30,000
01-30-65660. Computer	80	0	1,704	2,000	2,500
01-30-65905. Non-Capital Proj/Equip - Other	11,722	4,636	0	10,000	5,000
Utilities	62,586	0	0	0	0
01-30-60341. Utilities - Electric	46,014	0	0	0	0
01-30-60342. Utilities - Gas	10,305	0	0	0	0
01-30-60343. Utilities - Other	6,267	0	0	0	0
Capital Outlay	277,391	275,726	95,961	292,000	55,000
01-30-65950. Capital Projects - Vehicle/Equip	277,391	275,726	93,470	117,000	55,000
01-30-65955. Capital Projects - Other	0	0	2,491	175,000	0

Public Works Department - Facility Services

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	383,019	590,549	1,246,022	1,096,760	507,639
Salaries & Wages	78,070	187,872	165,199	216,187	90,921
01-32-60000. Salaries	77,292	186,386	164,933	207,872	88,449
01-32-60010. Overtime Pay	428	986	266	6,236	1,972
01-32-60019. Longevity Recognition	0	500	0	0	0
01-32-60020. On-Call/Standby Pay	350	0	0	2,079	500
Benefits	28,979	75,664	66,549	107,094	36,782
01-32-60071. State Unemployment Taxes	120	376	331	649	273
01-32-60080. Health & Dental Insurance	8,953	29,646	22,935	42,602	11,323
01-32-60085. Life & Disability Insurance	1,290	2,207	1,946	2,766	1,141
01-32-60092. Employer's 401a/457b	9,423	24,175	21,205	29,102	12,729
01-32-60093. Employer's FICA	4,821	11,260	9,955	13,404	5,637
01-32-60094. Employer's Medicare	1,127	2,633	2,328	3,135	1,318
01-32-60098. Staff Tuition	0	0	0	0	0
01-32-60100. Worker's Comp Insurance	3,244	5,367	7,849	15,436	4,361
Purchased Services	32,100	8,203	9,719	33,854	25,500
01-32-60130. General Insurance	16,915	0	0	0	0
01-32-60140. General Services	494	185	759	500	500
01-32-60280. Communication Services	1,275	4,109	0	0	0
01-32-60301. Technical Services	77	230	5,834	28,600	20,000
01-32-60770. Travel, Training & Meetings	5,444	2,088	1,956	2,500	0
01-32-60776. Training&Prof Dev (for 2026)	0	0	0	0	1,250
01-32-60777. Travel & Meals (for 2026)	0	0	0	0	1,250
01-32-65375. Rentals/Leases (Non-Capital)	638	1,592	1,170	2,254	2,500
01-32-65710. Professional Services	7,257	0	0	0	0
01-32-65996. Contingency	0	0	0	0	0
Repairs & Maintenance	166,692	77,351	33,086	190,000	100,000
01-32-65390. Vehicles / Equipment	0	375	0	0	0
01-32-65440. Repairs & Maint. - Other	0	0	0	0	0
01-32-65450. Repairs & Maint. - Building	166,692	76,976	33,086	190,000	100,000
Supplies/Other	12,336	14,919	11,225	10,710	15,050
01-32-60205. General Supplies	11,324	13,919	11,225	10,710	9,000
01-32-60210. Uniforms	0	0	0	0	0
01-32-60220. Small Tools (for 2026)	0	0	0	0	2,000
01-32-60221. Safety Supplies (for 2026)	0	0	0	0	1,000
01-32-60224. Safety Boots (for 2026)	0	0	0	0	300
01-32-60225. Uniforms (for 2026)	0	0	0	0	750
01-32-60229. Operational Supplies(for 2026)	0	0	0	0	2,000
01-32-60260. Dues and Subscriptions	0	0	0	0	0
01-32-60610. Fuel	0	1,000	0	0	0

Public Works Department - Facility Services

01-32-65660. Computer	1,012	0	0	0	0
Utilities	9,842	75,661	63,562	68,970	95,320
01-32-60341. Utilities - Electric	2,461	50,205	44,190	33,046	64,500
01-32-60342. Utilities - Gas	783	10,061	7,167	12,866	13,000
01-32-60343. Utilities - Other	6,598	15,395	12,206	23,058	17,820
Capital Outlay	55,000	150,880	896,681	415,000	90,000
01-32-65950. Capital Projects-Vehicle/Equip	55,000	0	0	0	0
01-32-65955. Capital Projects-Other	0	150,880	42,591	415,000	90,000
01-32-66303. Grant Reimbursable	0	0	297,327	0	0
01-32-66304. Grant Match	0	0	0	0	0
01-32-66305. Grant Loan	0	0	556,763	0	0
Debt Services	0	0	0	54,945	54,066
01-32-68355. Lease Principal	0	0	0	33,000	26,000
01-32-68356. Lease Interest	0	0	0	21,945	28,066



Public Works Department - Fleet Services

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	255,636	325,720	258,384	368,181	398,212
Salaries & Wages	154,912	168,039	143,675	188,351	179,964
01-33-60000. Salaries	153,239	165,393	140,351	178,703	177,017
01-33-60010. Overtime Pay	947	1,646	574	5,361	1,947
01-33-60019. Longevity Recognition	0	500	2,500	2,500	0
01-33-60020. On-Call/Standby Pay	725	500	250	1,787	1,000
Benefits	50,600	61,929	55,058	61,280	86,898
01-33-60071. State Unemployment Taxes	154	336	287	565	540
01-33-60080. Health & Dental Insurance	25,677	31,684	30,170	26,543	39,784
01-33-60085. Life & Disability Insurance	2,004	2,110	1,870	2,305	2,284
01-33-60092. Employer's 401a/457b	7,386	10,082	8,620	10,338	25,195
01-33-60093. Employer's FICA	8,896	9,731	8,224	11,678	11,158
01-33-60094. Employer's Medicare	2,080	2,276	1,923	2,731	2,609
01-33-60098. Staff Tuition	0	0	0	0	0
01-33-60100. Worker's Comp Insurance	4,403	5,711	3,963	7,120	5,328
Purchased Services	-23,345	10,843	6,597	17,800	17,550
01-33-60130. General Insurance	-28,653	0	0	0	0
01-33-60140. General Services	102	1,700	501	1,250	1,250
01-33-60280. Communication Services	4,557	0	0	0	0
01-33-60301. Technical Services	10	0	0	4,800	4,800
01-33-60770. Travel, Training & Meetings	14	24	0	2,500	0
01-33-60776. Training&Prof Dev (for 2026)	0	0	0	0	1,250
01-33-60777. Travel & Meals (for 2026)	0	0	0	0	1,250
01-33-65375. Rentals/Leases (Non-Capital)	260	0	0	250	0
01-33-65710. Professional Services	364	9,120	6,097	9,000	9,000
01-33-65996. Contingency	0	0	0	0	0
Repairs & Maintenance	58,258	74,475	44,000	90,000	90,000
01-33-65390. Repairs & Maint-Vehicle/Equip.	58,258	74,475	44,000	90,000	90,000
Supplies/Other	9,555	10,432	9,052	10,750	18,800
01-33-60205. General Supplies	7,015	7,524	9,052	7,750	3,000
01-33-60210. Uniforms	0	0	0	0	0
01-33-60220. Shop Tools (for 2026)	0	0	0	0	3,000
01-33-60221. Safety Supplies (for 2026)	0	0	0	0	1,000
01-33-60224. Safety Boots (for 2026)	0	0	0	0	300
01-33-60225. Uniforms (for 2026)	0	0	0	0	500
01-33-60229. Operational Supplies(for 2026)	0	0	0	0	5,000
01-33-60260. Dues and Subscriptions	1,908	1,908	0	2,000	3,000
01-33-60610. Fuel	132	1,000	0	0	2,000
01-33-65660. Computer	500	0	0	1,000	1,000
01-33-65900. Non-Capital Proj/Equip-Veh/Equ	0	0	0	0	0

Public Works Department - Fleet Services

Utilities	5,573	0	0	0	0
01-33-60341. Utilities - Electric	2,442	0	0	0	0
01-33-60342. Utilities - Gas	711	0	0	0	0
01-33-60343. Utilities - Other	2,420	0	0	0	0
Capital Outlay	88	0	0	0	5,000
01-33-65950. Capital Projects-Vehicle/Equip	88	0	0	0	5,000
01-33-65955. Capital Projects-Other	0	0	0	0	0



Public Works Department - Parks and Cemetery

Mission/Function

To provide comprehensive planning services for parks, trails, open space and recreation facilities that directly benefit the citizens of Monument by enhancing quality of life, promoting a healthy community, supporting the local economy and bolstering property values and protecting and enhancing the environment; provide recreational and educational opportunities by designing, renovating and constructing new parks, park facilities and trails for the citizens and visitors of Monument.

Objectives

- Provide landscape maintenance services.
- Manage, maintain and protect the natural resources within the parks and open space properties.
- Repair, monitor and renovate irrigation, lighting and plumbing systems, and landscape equipment.
- Conduct comprehensive park and recreation facility planning.
- Administer construction contracts.
- Prepare bid documents and bid all capital improvements projects.
- Oversee renovation and restoration contracts.

2025 Accomplishments

- Installed fencing at Limbach Park
- Completed Monument Lake Restrooms
- Managed 2025-2026 ArtSites Program
- Planted trees at Monument Lake
- Built a retaining wall at the cemetery
- Installed P-51 Mustang Bomber sculpture at Town Hall
- Performed trash removal, moving and trimming town wide
- Supported the 4th of July parade with set up and take down of Jersey barriers and concrete blocks
- Provided weekly set up and take down of equipment for Concerts in the Park
- Secured \$100,000 Community Development Block Grant to build ADA accessible parking lot near Downtown and planned Heart of Monument PlayPark.



Public Works Department - Parks and Cemetery

Salaries & Wages	460,945	473,889	347,885	485,047	254,215
01-34-60000. Salaries	419,058	401,584	309,890	390,954	243,261
01-34-60001. Seasonal Wages	35,399	64,237	29,304	77,760	0
01-34-60010. Overtime Pay	4,338	7,081	6,791	11,173	8,704
01-34-60019. Longevity Recognition	1,000	0	1,500	1,250	0
01-34-60020. On-Call/Standby Pay	1,150	988	400	3,910	2,250
Benefits	169,178	183,127	137,994	218,509	92,417
01-34-60071. State Unemployment Taxes	550	947	699	1,455	763
01-34-60080. Health & Dental Insurance	70,040	68,900	47,319	89,379	24,746
01-34-60085. Life & Disability Insurance	5,050	4,825	3,964	5,043	3,138
01-34-60092. Employer's 401a/457b	47,650	52,586	37,255	48,935	35,590
01-34-60093. Employer's FICA	27,073	28,451	21,159	29,471	15,761
01-34-60094. Employer's Medicare	6,332	6,654	4,949	7,033	3,686
01-34-60098. Staff Tuition	0	0	0	0	0
01-34-60100. Worker's Comp Insurance	12,483	20,763	22,649	37,193	8,733
Purchased Services	71,539	71,692	48,154	90,125	75,170
01-34-60130. General Insurance	11,397	0	0	0	0
01-34-60140. General Services	840	973	585	1,295	1,295
01-34-60280. Communication Services	5,381	0	0	7,200	7,200
01-34-60301. Technical Services	19,071	21,825	0	29,500	25,000
01-34-60770. Travel, Training & Meetings	6,679	12,243	6,319	12,300	0
01-34-60776. Training&Prof Dev (for 2026)	0	0	0	0	5,675
01-34-60777. Travel & Meals	0	0	0	0	1,000
01-34-65375. Rentals /Leases (Non-Capital)	14,508	14,457	14,964	7,050	7,000
01-34-65710. Professional Services	13,663	22,194	26,287	32,780	28,000
Repairs & Maintenance	286,971	459,456	22,598	83,000	55,000
01-34-62000. Repairs & Maint. - Parks	287,178	451,957	20,223	79,000	50,000
01-34-65390. Repairs & Maint-Vehicle/Equip.	0	6,284	2,375	4,000	5,000
01-34-65440. Repairs & Maint - Other	-207	1,216	0	0	0
Supplies/Other	15,913	34,947	9,077	18,150	20,300
01-34-60205. General Supplies	10,274	15,325	8,012	13,750	2,000
01-34-60210. Uniforms	0	0	0	0	0
01-34-60220. Small Tools (for 2026)	0	0	0	0	2,000
01-34-60221. Safety Supplies (for 2026)	0	0	0	0	1,000
01-34-60224. Safety Boots (for 2026)	0	0	0	0	900
01-34-60225. Uniforms (for 2026)	0	0	0	0	1,000
01-34-60226. Plants & Trees (for 2026)	0	0	0	0	0
01-34-60229. Operational Supplies (for 2026)	0	0	0	0	9,000
01-34-60260. Dues and Subscriptions	585	9,946	994	2,400	2,400

Public Works Department - Parks and Cemetery

01-34-60610. Fuel	225	4,800	0	0	0
01-34-65660. Computer	4,830	1,901	72	1,000	1,000
01-34-65900. Non-Cap Vehicles / Equipment	0	2,975	0	1,000	1,000
01-34-66000. Cemetery Book Exp	0	0	0	0	0
Utilities	95,625	181,357	105,753	186,457	78,024
01-34-60341. Utilities - Electric	9,734	0	0	5,100	0
01-34-60342. Utilities - Gas	1,654	0	0	0	0
01-34-60343. Utilities - Other	84,238	181,357	105,753	181,357	78,024
Capital Outlay	21,995	0	93,470	167,000	14,000
01-34-65950. Capital Projects-Vehicle/Equip	21,995	0	93,470	117,000	14,000
01-34-65955. Capital Projects-Other	0	0	0	50,000	0

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-20,150	-21,669	-14,950	-20,150	-18,000
User Charges/Fees	-20,150	-21,669	-14,950	-20,150	-18,000
01-34-40020. Grave Opening & Closing	-2,250	-3,400	-3,770	-2,250	0
01-34-40341. Park Reservation Fees	-17,900	-18,269	-11,180	-17,900	-18,000
Other Revenue	0	0	0	0	0
01-34-40670. Cemetery Book Rev	0	0	0	0	0
Transfers In	0	0	0	0	0
01-34-40065. Transfer from Other Funds	0	0	0	0	0



2A Fund

Mission/Function

In 1989 voters passed 2A which designates 1% of sales tax to assist with the payment of water system improvements.

In 2005, voters approved amended language to 2A that expanded the uses of the sales tax collected under 2A. The restricted uses of 2A were modified to be used to construct or purchase and renovate a police and/or governmental facilities complex, including fixtures, equipment and furniture, and for the acquisition of water rights and the storage and delivery of any newly acquired water, without limiting the collection or spending of other revenues for funds by the Town.

2025 Accomplishments

- Installed upgrades to booster station valve
- Installed valve on Beacon Lite Road
- Installed filter and contact piping on Wells 11, 12 and 13
- Designed Beacon Lite Pipeline Plans
- Designed Beacon Lite Tank Plans

2A Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
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REVENUE

Grand Total	-2,687,417	-2,827,510	-2,141,522	-3,332,620	-2,850,000
Taxes	-2,478,382	-2,611,166	-2,001,025	-3,297,620	-2,750,000
04-04-40750. Sales Tax - 2A Water ASD Fund	-2,478,382	-2,611,166	-2,001,025	-3,297,620	-2,750,000
Intergovernmental	0	0	0	0	0
04-04-48000. GRANT REVENUE	0	0	0	0	0
Investment Earnings	-209,035	-216,344	-140,497	-35,000	-100,000
04-04-40060. Interest Income 2A Water ASD	-209,035	-216,344	-140,497	-35,000	-100,000

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
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EXPENDITURES

Grand Total	1,567,161	1,409,174	618,739	8,603,287	9,855,750
Purchased Services	274,003	102,699	205,146	973,737	1,025,000
04-04-60301. Technical Services	9,287	11,867	36,641	71,237	75,000
04-04-60770. Travel, Training & Meetings	1,883	2,537	2	2,500	0
04-04-60776. Training&Prof Dev (for 2026)	0	0	0	0	0
04-04-60777. Travel & Meals (for 2026)	0	0	0	0	0
04-04-65710. Professional Services	11,327	88,296	168,503	150,000	200,000
04-04-65996. Loop Water Pro.	251,507	0	0	750,000	750,000
Supplies/Other	0	7,949	7,507	8,750	8,750
04-04-60260. Dues and Subscriptions	0	7,949	7,507	8,750	8,750
Capital Outlay	21,758	27,725	48,886	6,350,000	7,550,000
04-04-65955. Capital Proj. PW Facility	0	0	0	600,000	500,000
04-04-66004. New Water Tank & Transmission	0	0	48,886	3,000,000	5,000,000
04-04-66013. Renewable Water - Capital	0	0	0	2,000,000	2,000,000
04-04-66100. 259 Beacon Lite Rd Building	21,758	27,725	0	750,000	50,000
Transfers Out	1,271,400	1,270,800	357,200	1,270,800	1,272,000
04-04-67400. Transfer to Water Fund	1,271,400	1,270,800	357,200	1,270,800	1,272,000

2F Fund

Mission / Function

Approved by Monument voters in 2021 and implemented in 2022, the 2F funding initiative has strengthened community safety by providing sustainable resources for modern, community-focused policing. Since its implementation, 2F has allowed the Monument Police Department to expand staffing, enhance training, modernize equipment, and invest in technology that improves efficiency, transparency, and coordination with regional partners.

The initiative continues to fund vehicle replacement, law enforcement software, and critical safety equipment, ensuring officers remain well-equipped to serve and protect the community. Through these ongoing investments, the 2F initiative continues to enhance public trust, improve officer and community safety, and uphold the high standards of service expected by the residents of the Town of Monument.

2025 Accomplishments

- Achieved full sworn staffing of 30 officers, fulfilling a key 2F objective and easing the workload on patrol personnel.
- Designated a full-time Community Resource Officer.
- Equipped every officer with a red-dot optic on their primary duty pistol to enhance accuracy, safety, and readiness.
- Initiated the transition to Shadow Systems duty pistols, further modernizing MPD's firearm platform.
- Replaced four aging patrol vehicles and one administrative vehicle, supporting the long-term fleet sustainability goals established under 2F.
- Partnered with the National Tactical Officers Association (NTOA) to provide advanced leadership, tactical, and decision-making training for all sworn staff, meeting 2F's training and professional development objectives.
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2026 Objectives

In 2026, the Monument Police Department will continue advancing the mission of the voter-approved 2F initiative by strengthening operational capabilities, officer wellness, and community safety. Planned initiatives include expanding specialized operations, investing in technology that enhances crime detection and response, modernizing equipment and vehicles, and advancing officer training and leadership development.

These objectives reflect the Department's continued commitment to professionalism, innovation, and the long-term safety of the Monument community while ensuring officers are equipped, supported, and prepared to meet the evolving needs of those they serve.

2026 Budget Highlights

- Formally create a Special Operations Division to better address detective functions, crime prevention, and investigative workload.
- Purchase and deploy Flock Safety cameras to enhance crime detection, deterrence, and investigative collaboration with regional partners.
- Implement drones in patrol operations to assist with tactical incidents, search and rescue, and missing-person investigations.
- Complete the transition to Shadow Systems firearms and begin upgrades to more advanced patrol rifles.
- Purchase two new patrol vehicles and establish a five-year vehicle rotation plan to maintain a reliable, safe, and cost-effective fleet.
- Expand supervisory and leadership training to strengthen decision-making, accountability, and professional growth.
- Implement the SIGMA Tactical heart wellness screening program to promote early detection and prevention of cardiovascular risks.
- Standardize cold-weather gear to ensure officer safety, comfort, and readiness in all conditions.

2F Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-4,725,887	-5,126,719	-1,351,597	-2,002,314	-1,880,000
Taxes	-1,963,053	-2,000,496	-1,353,597	-2,002,314	-1,880,000
07-51-40120. Sales Tax - 2F Police Fund	-1,963,053	-2,000,496	-1,353,597	-2,002,314	-1,880,000
Intergovernmental	-7,896	-21,182	0	0	0
07-51-40660. SRO & Extra Dwy Revenue	-7,896	-12,449	0	0	0
07-51-48000. Grant Revenue	0	-8,733	0	0	0
User Charges/Fees	-117,127	-194,424	0	0	0
07-51-40350. Fees for Service	-12,224	-11,381	0	0	0
07-51-40610. SRO & Extra Dwy Revenue	-104,904	-183,043	0	0	0
Investment Earnings	0	0	0	0	0
07-51-40060. Interest & Investment Income	0	0	0	0	0
Other Revenue	-4,789	-63,113	2,000	0	0
07-51-40290. Sale of Equipment	0	0	0	0	0
07-51-40405. Auction Proceeds	0	-14,064	0	0	0
07-51-40670. Donations For PD	-3,294	-38,663	0	0	0
07-51-40680. Fingerprint Revenue	0	-6,256	0	0	0
07-51-40690. Fundraisers For Others	-1,495	-4,130	2,000	0	0
07-51-45370. Special Event Revenue	0	0	0	0	0
Transfers In	-2,633,022	-2,700,000	0	0	0
07-51-40065. Transfer from Other Funds	-2,633,022	-2,700,000	0	0	0
Other	0	-147,504	0	0	0
07-51-40630. Lease Proceeds	0	-147,504	0	0	0
07-51-40700. Extra Duty Revenue	0	0	0	0	0
07-51-48020. Grant Revenue	0	0	0	0	0

2F Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	4,246,504	4,888,008	2,142,133	2,283,796	2,286,382
Salaries & Wages	2,412,455	2,816,249	705,051	781,818	911,408
07-51-60000. Salaries	2,253,567	2,706,663	632,791	740,295	834,211
07-51-60010. Overtime Pay	157,888	95,446	67,073	41,023	75,947
07-51-60011. Extra Duty Police	0	12,140	4,687	0	250
07-51-60019. Longevity Recognition	1,000	2,000	500	500	1,000
07-51-60020. On-Call/Standby	0	0	0	0	0
Benefits	912,340	1,089,461	228,145	567,992	334,661
07-51-60071. State Unemployment Taxes 07-51-	2,642	5,683	1,425	2,345	2,730
60080. Health & Dental Insurance 07-51-60084.	288,424	291,124	56,977	79,499	57,217
FPPA for D&D 07-51-60085. Life & Disability	63,806	86,156	24,304	281,312	33,369
Insurance 07-51-60091. FPPA for Retirement 07-	11,054	9,799	1,814	2,090	10,761
51-60092. Employer's 457b 07-51-60093.	87,777	113,019	12,026	41,045	45,880
Employer's FICA 07-51-60094. Employer's	203,865	251,874	61,589	68,409	81,542
Medicare 07-51-60098. Staff Tuition 07-51-	144,104	171,011	43,231	48,473	56,430
60100. Workers Compensation Insurance	33,702	39,981	10,110	11,336	13,197
	0	0	0	0	0
	76,966	120,814	16,669	33,483	33,535
Purchased Services	191,282	403,013	155,152	260,324	305,763
07-51-60130. General Insurance	29,004	228,424	61,543	81,917	114,385
07-51-60140. General Services	33,884	14,552	16,404	16,499	23,163
07-51-60280. Communication Services	37,744	42,832	22,233	73,109	61,125
07-51-60301. Technical Services	13,739	58,774	10,097	26,663	22,287
07-51-60305. Legal Services (for 2026)	0	0	0	0	6,953
07-51-60770. Travel, Training & Meetings	33,629	41,357	35,195	48,000	0
07-51-60776. Training&Prof Dev (for 2026)	0	0	0	0	28,000
07-51-60777. Travel & Meals (for 2026)	0	0	0	0	29,500
07-51-65375. Rentals/Leases (Non-Capital)	12,469	14,274	2,731	4,021	4,350
07-51-65710. Professional Services	30,813	2,800	6,949	10,116	16,000
07-51-65996. Contingency	0	0	0	0	0
Repairs & Maintenance	75,857	52,132	41,205	51,000	60,000
07-51-65390. Repairs & Maint-Vehicle/Equip.	72,857	52,132	41,205	51,000	60,000
07-51-65440. Repairs & Maint - Other	3,000	0	0	0	0
Supplies/Other	300,434	253,715	228,820	313,703	409,174
07-51-60205. General Supplies	134,719	73,205	107,170	74,249	140,384
07-51-60225. Uniforms (for 2026)	0	0	0	0	49,620
07-51-60260. Dues and Subscriptions	48,119	57,005	43,708	68,454	59,220
07-51-60610. Fuel	80,851	57,383	47,361	95,000	75,000
07-51-65660. Computer	22,530	17,090	8,014	26,500	50,250
07-51-65900. Non-Capital Proj/Equip-Veh/Equ	12,711	27,909	22,568	49,500	16,700

07-51-65905. Non-Capital Proj/Equip - Other	0	0	0	0	18,000
07-51-66000. Donations Expense	0	18,911	0	0	0
07-51-66010. Fundraiser Expense	1,504	2,212	0	0	0
Utilities	22,466	23,289	3,577	8,580	5,376
07-51-60341. Utilities - Electric	8,893	10,219	1,250	2,682	1,872
07-51-60342. Utilities - Gas	4,797	3,182	552	1,049	1,000
07-51-60343. Utilities - Other	8,777	9,888	1,775	4,850	2,504
Capital Outlay	166,464	229,422	380,183	300,379	260,000
07-51-65950. Capital Projects-Vehicle/Equip	83,089	229,422	380,183	300,379	220,000
07-51-65955. Capital Projects-Other	83,375	0	0	0	40,000
Debt Services	165,206	20,726	0	0	0
07-51-68355. Lease Principal	158,895	12,732	0	0	0
07-51-68356. Lease Interest	6,311	7,995	0	0	0
Transfers Out	0	0	400,000	0	0
07-51-67400. Transfer to General Fund	0	0	400,000	0	0



Community Development Fund

Mission/Function

To promote Economic Development in the Town of Monument as our community continues to grow and change.

Objectives

- Utilize Business License Fees for Community Improvement Projects.
- Improve quality of life for residents.
- Promote tourism by marketing and promoting the town through events.
- Enhance the development of our community.
- Provide public areas and amenities.
- Support a healthy economy and business growth.
- Public art and public art programs.

2025 Accomplishments

- 2025-2026 Installation of the Public ArtSites program
- Community Events:
 - Great American Cleanup
 - Memorial Day
 - Concerts in the Park series
 - 4th of July
 - Creek Week Cleanup
 - Tree Lighting.
- Issued 3 grants to businesses for a total of \$3500



Community Development Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-166,228	-144,414	-104,562	-94,320	-112,000
Licenses & Permits	-81,720	-87,365	-88,255	-45,400	-100,000
31-02-40220: Business Licenses-Community De	-81,720	-87,365	-88,255	-45,400	-100,000
Investment Earnings	-2,008	-2,149	-1,396	-400	-2,000
31-02-40060: Interest and Investment Income	-2,008	-2,149	-1,396	-400	-2,000
Other Revenue	-19,500	-12,300	-14,911	-10,000	-10,000
31-02-40225: Sponsorship Revenue	-19,500	-12,300	-14,911	-10,000	-10,000
Transfers In	-63,000	-42,600	0	-38,520	0
31-02-40065: Transfer from General Fund	-63,000	-42,600	0	-38,520	0

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	136,434	85,163	76,152	179,747	92,707
Salaries & Wages	57,498	12,526	10,577	13,744	13,232
31-02-60000: Salaries	57,292	12,363	10,437	13,355	13,232
31-02-60010: Overtime Pay	206	163	140	389	0
31-02-60019: Longevity Recognition	0	0	0	0	0
Benefits	18,224	4,395	3,307	6,228	3,100
31-02-60071: State Unemployment Taxes	65	25	21	41	40
31-02-60080: Health & Dental Insurance	13,233	2,568	1,716	2,999	0
31-02-60085: Life & Disability Insurance	742	158	139	172	171
31-02-60092: Employer's 457	0	751	635	1,924	1,853
31-02-60093: Employer's FICA	3,285	724	645	852	820
31-02-60094: Employer's Medicare	768	169	151	199	192
31-02-60100: Workers Comp Insurance	131	0	0	41	24
Purchased Services	20,355	9,000	3,952	12,375	1,200
31-02-60130: General Insurance	5,957	6,552	569	1,638	0
31-02-60140: General Services	1	0	0	0	0
31-02-60280: Communication Services	499	488	357	537	0
31-02-60301: Technical Services	12,253	0	0	0	0
31-02-60770: Travel, Training & Meetings	708	1,959	3,026	10,200	0
31-02-60776: Training&Prof Dev (for 2026)	0	0	0	0	1,000
31-02-60777: Travel & Meals (for 2026)	0	0	0	0	200
31-02-65375: Rentals/Leases (Non-Capital)	939	0	0	0	0
Repairs & Maintenance	1,000	1,166	4,976	0	0
31-02-62000: Parks - Memorial Benches	0	0	4,476	0	0
31-02-65400: Community Grants	1,000	1,166	500	0	0
Supplies/Other	2,699	971	750	67,800	2,550
31-02-60205: General Supplies	2,319	621	0	1,800	1,800
31-02-60260: Dues and Subscriptions	380	350	750	1,000	750
31-02-65660: Computer	0	0	0	0	0
31-02-65905: CDF - Other Non Capital	0	0	0	65,000	0
Economic Development	36,657	57,105	52,590	79,600	72,625
31-02-65369: Community Grants	0	0	2,500	14,000	14,000
31-02-65370: Marketing/Special Events	36,657	57,105	50,090	65,600	58,625

Capital Projects Fund

Mission/Function

To account for and manage the designated revenues that fund the Town's capital projects that fund projects that construct and improve major infrastructure capital assets, specifically for the Town, streets and roads.

Objectives

- To maintain the Town's roadway infrastructure and make accessibility improvements to the Town's sidewalks.

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-2,161,126	-1,757,359	-962,051	-7,921,991	-1,427,000
Taxes	-1,480,994	-1,052,754	-469,152	-1,010,614	-1,000,000
03-04-40130. Use Tax	-1,480,994	-1,052,754	-469,152	-1,010,614	-1,000,000
Intergovernmental	-674,694	-432,429	-293,252	-6,909,377	-425,000
03-04-40430. Hw y User's Tax	-318,994	-382,902	-264,240	-318,994	-380,000
03-04-40450. Road & Bridge Tax	-36,864	-49,527	-29,012	-36,864	-45,000
03-04-48000. Grant Revenue	-318,835	0	0	-6,553,518	0
Investm ent Earnings	-5,439	-272,175	-199,646	-2,000	-2,000
03-04-40060. Interest and Investment Income	-5,439	-5,820	-3,779	-2,000	-2,000
03-04-40500. JCP CDOT Revenue	0	-266,355	-195,867	0	0
EXPENDITURES					
Grand Total	906,372	1,304,507	260,040	1,715,775	1,040,000
Purchased Services	0	0	0	0	0
03-04-65996. Contingency	0	0	0	0	0
Repairs & Maintenance	20,440	51,267	18,939	40,000	40,000
03-04-65400. Repairs & Maint - Streets	20,440	51,267	18,939	40,000	40,000
Capital Outlay	885,931	1,253,240	241,101	1,675,775	1,000,000
03-04-65399. Curb, Gutter, Concrete	174,132	456,710	0	500,000	500,000
03-04-65401. JCP Widening-D&E	296,753	404,862	-19,380	0	0
03-04-65402. JCP Widening-Const	0	0	164,707	675,775	0
03-04-66002. Asphalt Repairs	415,045	391,668	95,774	500,000	500,000
03-04-66091. Public Works/Water Facility	0	0	0	0	0
03-04-67002. CDBG - Sidew alk Grant	0	0	0	0	0

Traffic Impact Fee Fund

Mission/Function

To utilize the Traffic Impact Fees for planning, studies, maintenance, inspection and capital improvement of the Town's infrastructure as it relates to traffic impacts

Objectives

- Provide for planning and studies addressing both traffic impact quantity and quality.
- Pay for capital improvement needs relating to traffic impact.
- Address maintenance and inspection of the street system as it relates to traffic impact.

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-156,377	-112,371	-49,416	-78,263	-106,000
User Charges/Fees	-150,291	-105,858	-45,187	-1,200	-100,000
32-10-40460. Traffic Impact Fees	-150,291	-105,858	-45,187	-1,200	-100,000
Investment Earnings	-6,086	-6,513	-4,229	-77,063	-6,000
32-10-40060. Interest Income	-6,086	-6,513	-4,229	-77,063	-6,000
EXPENDITURES					
Grand Total	23,260	19,236	10,820	100,000	100,000
Capital Outlay	23,260	19,236	10,820	100,000	100,000
32-10-65999. Capital Outlay-Traffic Impact	23,260	19,236	10,820	100,000	100,000
Other	0	0	0	0	0
32-10-65998. Traffic Impact Study	0	0	0	0	0

Storm Drainage Impact Fee Fund

Mission/Function

To utilize the Traffic Impact Fees for planning, studies, maintenance, inspection and capital improvement of the Town's infrastructure as it relates to traffic impacts

Objectives

- Provide for planning and studies addressing both traffic impact quantity and quality.
- Pay for capital improvement needs relating to traffic impact.
- Address maintenance and inspection of the street system as it relates to traffic impact.

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
REVENUE					
Grand Total	-186,587	-25,980	-611,693	-600,424	-26,000
User Charges/Fees	-74,543	-23,793	-70,099	-60,000	-24,000
35-35-41010. Storm Drainage Impact Fees	-74,543	-23,793	-70,099	-60,000	-24,000
Investment Earnings	-2,044	-2,187	-1,420	-250	-2,000
35-35-40060. Interest Income	-2,044	-2,187	-1,420	-250	-2,000
Transfers In	-110,000	0	-540,174	-540,174	0
35-35-40065. Transfer from General Fund	-110,000	0	-540,174	-540,174	0
	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
EXPENDITURES					
Grand Total	184,860	54,674	470,075	647,760	100,000
Purchased Services	0	0	0	0	0
35-35-65710. Professional Services	0	0	0	0	0
Repairs & Maintenance	0	0	544	7,586	0
35-35-65400. SDI - Repairs & Maint.	0	0	544	7,586	0
Supplies/Other	184,860	54,674	469,531	640,174	100,000
35-35-66000. Stormw ater Drainage Repairs	184,860	54,674	469,531	640,174	100,000

Water Fund

Mission/Function

To provide our community exceptional service that protects public health and balances social, environmental and fiscal responsibilities in a sustainable manner that is customer focused, delivers outstanding quality, customer satisfaction and value. The Water Department accounts for the activities related to water well development and extraction, water treatment, water transportation systems and for the repair and maintenance of such facilities. We are responsible for daily operations, maintenance, long-term asset management, infrastructure upgrades and expansions and all associated activities such as system planning, engineering and administration. Drinking water services include raw water development and treatment, treated storage, water distribution and water sales.

The water system spans approximately 34.5 miles of pipeline, serving a network that includes two storage tanks with a combined capacity of 3 million gallons. It features five pressure zones managed by eight pressure reducing valve (PRV) stations, around 400 hydrants, 800 valves, a bulk fill station, and around 1,690 service connections.

The system is supplied by 12 wells accessing the Denver aquifer at varying levels, capable of producing about 1 million gallons per day (MGD). In 2025 to date as of 9/25, the system produced approximately 124 million gallons (380 acre-feet).

The system experiences an average of five main breaks annually, with recent years seeing a slight increase. including Planned excavations for various projects for improvements. The system is operated by a team of seven certified operators.

Objectives

- Manage water resources to maintain the buffer between water supply and customer demands.
- Utilize treatment capacity without having to construct additional facilities
- Invest in additional treated water storage to maintain the treated water supply to allow the Town to meet peak day demands in the middle of summer.
- Do preventative and corrective maintenance programs on all wells and associated equipment.
- Continue to improve on the comprehensive customer service programs to consolidate customer service matters as well as utility billing and Town Hall reception within a central responsible position

2025 Accomplishments

- Responded to water main breaks around town with expediency and professionalism
- -well 9 disconnect replacement
- -well 8 transformer purchase
- -monument lake shed replacement
- -dingo purchase
- - well 7 pull and pipe repair
- -some new commercial meter installs
- -sampling and testing for compliance
- -sample station installs
- -valve installs monument plaza
- -hydrant installs

Water Fund

	2024 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2025 Initial Budget Request
REVENUE					
Grand Total	-7,944,619	-6,608,856	-2,826,868	-4,085,112	-4,555,000
Taxes	-468,666	-411,020	0	411,020	0
61-15-46115. Sales Tax -Water Fund	-468,666	-411,020	0	411,020	0
User Charges/Fees	-2,512,214	-3,190,777	-2,277,787	-2,606,012	-2,668,000
61-15-40330. 259 Building Rent	-14,000	-24,000	-20,000	-14,000	0
61-15-46100. Water Revenue - Residential Sa	-1,519,879	-1,969,944	-1,431,098	-1,366,741	-1,366,000
61-15-46105. Water Revenue - Commercial Sal	-751,949	-981,943	-684,659	-1,078,127	-1,080,000
61-15-46110. Water Revenue - Bulk Sales	-135,438	-82,334	-67,398	-70,961	-71,000
61-15-46111. Late Fees	-25,071	-22,905	-18,590	-24,953	-25,000
61-15-46200. Water Rev - Outside Tow n Bound	0	-77,061	-52,135	0	-75,000
61-15-48081. Water Meter Impact Fees	-65,877	-32,590	-3,907	-51,230	-51,000
Investment Earnings	-490,064	-170,930	-53,375	-100,000	-100,000
61-15-40060. Interest and Investment Income	-490,064	-170,930	-53,375	-100,000	-100,000
Other Revenue	-3,202,275	-1,565,329	-138,505	-515,720	-515,000
61-15-40290. Disposal of Capitalized Assets	0	0	0	0	0
61-15-46250. Other Revenues	-9,545	-348	-25	0	0
61-15-48080. Water Revenue - Impact Fees	-3,192,730	-1,564,981	-138,480	-515,720	-515,000
Transfers In	-1,271,400	-1,270,800	-357,200	-1,274,400	-1,272,000
61-15-40065. Transfer from Other Funds	-1,271,400	-1,270,800	-357,200	-1,274,400	-1,272,000
Other	0	0	0	0	0
61-15-40630. Lease Financing	0	0	0	0	0
61-15-40650. Grant Revenue	0	0	0	0	0
61-15-48085. Water Revenue - Water Dev Fees	0	0	0	0	0

Water Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
PENSES					
and Total	4,679,213	6,021,781	2,964,170	7,388,698	6,784,216
aries & Wages	689,911	676,044	646,376	870,266	696,414
-15-60000. Salaries	653,219	647,368	514,151	822,366	562,790
-15-60001. Seasonal Wages	0	0	10,973	0	0
-15-60010. Overtime Pay	25,917	18,800	13,452	34,565	21,049
-15-60019. Longevity Recognition	1,500	0	1,250	1,250	500
-15-60020. On-Call/Standby Pay	9,275	8,875	6,550	12,075	12,075
enefits	1,078,834	282,890	230,427	432,776	266,648
-15-60071. State Unemployment Taxes	704	1,369	1,093	2,611	1,788
-15-60080. Health & Dental Insurance	97,614	103,943	98,424	183,806	106,693
-15-60085. Life & Disability Insurance	6,885	7,531	6,553	10,407	7,260
-15-60092. Employer's 401a/457b	68,633	83,500	60,171	121,836	83,428
-15-60093. Employer's FICA	39,944	40,667	32,399	53,956	36,947
-15-60094. Employer's Medicare	9,342	9,511	7,577	12,619	8,641
-15-60098. Staff Tuition	0	0	0	0	0
-15-60099. Admin Fee to General Fund	820,990	0	0	0	0
-15-60100. Workers Compensation Insurance	34,723	36,369	24,210	47,541	20,891
enhanced Services	662,384	678,418	324,771	741,882	383,281
-15-60125. Payment in Lieu of 5% PF	113,286	118,786	89,464	119,286	0
-15-60130. General Insurance	12,496	68,919	52,329	72,509	13,081
-15-60140. General Services	24,196	4,743	6,985	28,000	8,000
-15-60280. Communication Services	32,423	33,104	30,908	41,211	18,200
-15-60301. Technical Services	100,306	151,349	66,864	105,000	60,000
-15-60305. Legal Services (for 2026)	0	0	0	0	60,000
-15-60770. Travel, Training & Meetings	14,536	10,292	11,684	23,000	0
-15-60776. Training&Prof Dev (for 2026)	0	0	0	0	15,000
-15-60777. Travel & Meals (for 2026)	0	0	0	0	8,000
-15-65375. Rentals/Leases (Non-Capital)	8,510	11,683	10,715	21,041	21,000
-15-65710. Professional Services	102,988	179,544	55,821	331,834	180,000
-15-65996. Contingency	153,644	0	0	0	0
pairs & Maintenance	606,677	461,317	426,626	1,130,000	918,000
-15-60355. Repair & Maintenance - Dam	2,960	0	0	30,000	30,000
-15-60400. Chemicals/gas-Water Treatment	30,279	23,535	18,289	50,000	50,000
-15-60700. Repair & Maintenance TEST: Wat	7,963	21,679	9,544	50,000	50,000
-15-65390. Repair & Maintenance - Vehicle	7,169	12,114	7,038	10,000	10,000
-15-65400. Repair & Maintenance - Well Si	275,619	215,470	249,206	720,000	500,000
-15-65403. Repair & Maintenance - Booste	18,756	334	1,710	15,000	10,000
-15-65410. Repair & Maintenance - Distrib	51,954	141,016	106,592	160,000	175,000
-15-65420. Repair & Maintenance-Storage T	0	1,550	4,971	5,000	3,000
-15-65430. Repair & Maintenance-Water Mat	89,266	26,818	20,022	50,000	50,000
-15-65440. Repair & Maintenance SCADA Sys	22,710	8,802	11,754	40,000	40,000
pplies/Other	99,069	69,438	66,206	116,300	81,800
-15-60205. General Supplies	34,033	24,866	22,798	39,000	3,000
-15-60210. Uniforms	0	0	0	0	0
-15-60220. Small Tools (for 2026)	0	0	0	0	3,000
-15-60221. Safety Supplies (for 2026)	0	0	0	0	3,000
-15-60222. Lab Supplies (for 2026)	0	0	0	0	5,000
-15-60224. Safety Boots (for 2026)	0	0	0	0	1,050
-15-60225. Uniforms (for 2026)	0	0	0	0	1,750
-15-60229. Operational Supplies(for 2026)	0	0	0	0	10,000
-15-60260. Dues and Subscriptions	30,362	34,365	21,912	26,300	28,000
-15-60610. Fuel	10,556	8,010	6,480	15,000	12,000
-15-60780. Conservation Plan Rebates	0	300	200	1,000	1,000
-15-65660. Computer	16,815	1,898	4,241	30,000	10,000
-15-65900. Non-Capital Pro/Equip-Veh/Equ	7,303	0	575	4,000	4,000
ilities	216,178	269,712	201,104	293,039	324,218
-15-60341. Utilities - Electric	165,739	216,156	169,750	247,926	275,000
-15-60342. Utilities - Gas	9,192	11,084	7,509	14,721	19,218
-15-60343. Utilities - Other	41,244	42,472	23,846	30,393	30,000
ipital Outlay	934,406	1,602,841	331,603	1,886,000	1,890,000
-15-60600. Depreciation Expense	823,615	1,502,841	0	0	0
-15-66201. Capital - Vehicles/Equipment	100,239	0	98,792	445,000	500,000
-15-66206. Capital - Other	10,552	0	0	650,000	750,000
-15-66301. Well# 11, 12 & 13	0	0	-1,445	0	0
-15-66310. Booster Station Upgrade	0	0	199,998	200,000	40,000
-15-66312. Valve & Pipeline Replacement	0	0	34,258	600,000	600,000
-15-66313. Water Lab/Office Expansion	0	0	0	0	0
bt Services	691,756	666,164	367,200	1,274,400	1,272,000
-15-68355. Lease Interest Expense	0	0	0	0	0
-15-68356. 2020 COP Principal	0	0	0	560,000	580,000
-15-68357. 2020 COP Interest	591,756	556,154	357,200	714,400	692,000
ansfers Out	0	636,946	476,959	636,946	1,062,864
-15-67400. Transfer to General Fund	0	636,946	476,959	636,946	1,062,864

Park Fees Fund

Mission/Function

To provide for new park design and planning that benefit the citizens of Monument while increasing the availability of open space and trails which will enhance the quality of life and bolster property values in addition to increasing the recreational opportunities for both our citizens and visitors.

Objectives

- Provide opportunities to purchase land for new parks.
- Design and install new playground equipment.
- Create or update a Park Master Plan.
- Perform detailed park planning to include the latest recreational technology.
- Improve existing trails and designing new trails.
- Administer new park construction and trail development.

2025 Accomplishment

- Installed new bathrooms at Monument Lake

2026 Budget Highlight

- Construct Heart of Monument Park



Park Fees Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
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REVENUE

Grand Total	-272,949	-159,312	-12,487	-157,831	-327,000
Intergovernmental	-171,426	-124,862	-8,250	-117,731	-322,000
81-34-41050. Monument Hill Revenue	0	-24,862	-8,250	0	-222,000
81-34-48000. Grant Revenue	-171,426	-100,000	0	-117,731	-100,000
User Charges/Fees	-101,522	-34,450	-4,237	-40,000	-5,000
81-34-40610. Donations	-818	0	-530	0	0
81-34-41030. Fees in lieu of Park Land	-100,705	-34,450	-3,707	-40,000	-5,000
Investment Earnings	0	0	0	-100	0
81-34-40060. Interest Income	0	0	0	-100	0

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
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EXPENDITURES

Grand Total	253,322	30,582	205,114	380,731	492,000
Purchased Services	12,368	11,450	0	0	0
81-34-60140. General Services	7,380	0	0	0	0
81-34-60301. Technical Services	4,800	0	0	0	0
81-34-65710. Professional Services	188	11,450	0	0	0
Supplies/Other	0	0	0	0	0
81-34-60226. Plants & Trees (for 2026)	0	0	0	0	0
Capital Outlay	240,954	19,132	205,114	380,731	492,000
81-34-65955. Capital Projects-Other	0	0	0	0	0
81-34-65999. Capital Improvement Projects	240,954	19,132	6,965	380,731	492,000
81-34-66303. Monument Lake // CPW Grant	0	0	198,149	0	0

Conservation Trust Fund

Mission/Function

To account for revenues & expenditures for Colorado Lottery Funds. The Department of Local Affairs distributes CTF dollars quarterly, on a per capita basis.

Objectives

- Helps to pay for parks and open space maintenance and improvements

2025 Accomplishments

- Obtained 30th year of Tree City designation
- Planted and maintain downtown flowers for the Downtown Beautification Program
- Managed ArtSites public art program



Conservation Trust Fund

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
Grand Total	-111,244	-98,079	-68,557	-96,780	-97,780
Intergovernmental	-107,855	-95,376	-67,451	-96,280	-96,280
82-08-41020. CTF - Lottery - QTRLY PMT	-107,855	-95,376	-67,451	-96,280	-96,280
User Charges/Fees	-1,799	-1,001	0	0	0
82-08-40610. Donations	-1,799	-1,001	0	0	0
Investment Earnings	-1,591	-1,702	-1,105	-500	-1,500
82-08-40060. Interest Income	-1,591	-1,702	-1,105	-500	-1,500

	2023 Full Year Actuals	2024 Full Year Actuals	2025 YTD Actuals	2025 Annual Budget	2026 Initial Budget Request
Grand Total	74,082	47,188	35,004	81,500	60,000
Purchased Services	1,651	0	0	0	0
82-08-60140. General Services	0	0	0	0	0
82-08-60301. Technical Services	1,651	0	0	0	0
82-08-65710. Professional Services	0	0	0	0	0
Supplies/Other	0	0	0	0	0
82-08-60226. Plants & Trees (for 2026)	0	0	0	0	0
82-08-66000. Trail Repairs & Improvements	0	0	0	0	0
Capital Outlay	52,431	27,184	20,001	61,500	60,000
82-08-65999. CTF Capital Projects	3,840	0	0	0	0
82-08-66001. Parks & Open Space Improvement	48,591	27,184	20,001	61,500	60,000
Transfers Out	20,000	20,004	15,003	20,000	0
82-08-67000. Transfer to General Fund	20,000	20,004	15,003	20,000	0

Glossary of Terms

A

Accrual Basis of Accounting - The method of accounting under which revenues and expenses are recorded at the time they are incurred as opposed to when cash is actually received or spent. For example, in accrual accounting, revenue that was earned in December, but not collected until January, is recorded as revenue in December.

Amended Budget - The Amended Budget amounts include the original Adopted Budget for the fiscal year with revisions by way of Budget Amendments completed and approved by Town Council for all requesting funds and departments. Departments complete this process in compliance with the Town Charter requirements.

Amortization - The process of allocating the cost of an intangible asset or repayment of loan principal over a period of time.

Appropriation - Legal authorization granted by the Town Council to make expenditures and incur obligations up to a specific dollar amount.

Appropriation Ordinance - An ordinance by means of which appropriations are given legal effect. It is the method by which the expenditure side of the annual budget is enacted into law by the Town Council.

Assessed Valuation - A valuation set upon real estate or other property by the county assessor to establish a basis for levying taxes by using a value percentage of the property's actual value. It is equal to 6.77 percent of market value for residential property and 29 percent for commercial and industrial property. This percentage is determined by the State of Colorado.

B

Bond - A bond is a written obligation to pay a specified sum of money (principal), at a specified date or dates in the future called the maturity date, together with periodic interest payments at a specified interest rate.

Budget - A financial plan of estimated expenditures and the means of financing them for a stated period of time. Upon approval by the Town Council, the budget appropriation ordinance is the legal basis for expenditures in the budget year.

Budget Calendar - A schedule which outlines the completion of the phases of the preparation of the budget.

C

Capital Expenditures - Items purchased that are determined to have significant value, with a useful life of several years. Examples include vehicles, carpet, and equipment.

Capital Improvement Program - A budget plan for the improvement of facilities and infrastructure in which the resulting project has a useful life of more than one year and in which costs are expected to be over \$5,000. The project also results in the addition of a fixed asset or extends the useful life of an existing asset, or is a major software purchase.

Capital Outlay - Money spent to acquire, maintain, repair, or upgrade capital assets.

Capital Project - Expenditure for equipment, machinery, facilities, or infrastructure that will provide long-term service or other public benefits.

Capital Project Fund - Funds used for the acquisition and of major growth related capital assets other than those financed through enterprise funds.

Certificate of Participation - A form of financing which allows for the purchase of an asset over time. Certificates are sold to investors, and proceeds are then used by an outside party (the lessor) to acquire a capital asset on behalf of the Town. The asset becomes the collateral for the certificates, and the Town assumes ownership of the asset at the end of paying the full amount of the lease. Payments are subject to annual appropriation and do not constitute a long-term obligation under TABOR.

Cost Allocation Plan - A plan that identifies the costs of indirect services provided by central service departments. It is used to claim General Fund support costs from the Town's enterprise funds.

County Seat - The county seat is a town or city that is the seat of government for a county.

Glossary of Terms

D

Debt Service - Principal and interest due on long-term debt such as loans, notes and bonds incurred by the Town of Monument.

Debt Ratios - The following definitions are applicable to debt ratio calculations:

- Contingent liabilities secured by revenue or tax pledges of the Town of Monument shall be included as debt within the appropriate ratios
- Debt issued in anticipation of taxes in the process of being collected, or grants for which a contractual commitment exists, shall not be included within the debt ratios
- Escrowed bonds, other than bonds issued to refund prior bonds (refunding bonds) shall be included in the ratios consistent with the ultimate intended use of the proceeds of such bonds

Deferred Revenue - Advance payments or unearned revenue, recorded by the Town as a liability, until the services have been rendered or products have been delivered. As the product or service is delivered over time, it is recognized as revenue. Department - Major unit of organization in the Town.

Depreciation - Expiration in the service life of fixed assets because of wear and tear, deterioration, action of physical elements, inadequacy or obsolescence.

Discretionary Revenues - Sales taxes, property taxes, local government aid, revenue sharing, accommodation or other taxes, franchise fees, fines and forfeits.

E

Encumbrance - Obligations in the form of purchase orders or contracts, which are chargeable to an appropriation and for which a part of the appropriation is reserved. Obligations cease to be encumbrances when paid or when the actual liability is set up. Note that an encumbrance is not an expenditure but reserves funds to be expensed.

Enterprise Fund - An enterprise fund is used to account for an entity whose principal revenue sources meet any of the following criteria: (1) debt backed solely by fees and charges, (2) legal requirement to recover costs, or (3) policy decision to recover cost.

Expenditure - Payment for goods or services, including operating expenses that require the current or future use of net current assets, debt and capital outlays. Note that an encumbrance is not an expenditure but reserves funds to be expensed.

F

Fiscal Year - A twelve-month accounting period to which the operating budget applies, which for the Town of Monument begins on January 1 and ends December 31 of the same calendar year.

Fixed Assets - Assets of long-term character that are intended to continue to be held or used, such as land, buildings, machinery and other equipment.

Full-time Equivalent - A unit of measurement related to the number of working hours an employee works. For example, one full-time equivalent would equal a minimum of 2080 hours per year.

Fund - Accounting entity with a self-balancing set of accounts, which is segregated from other funds, to carry on specific activities or attain certain objectives.

Fund Balance - On hand available cash balances, which are realized in prior fiscal years less current liabilities and are available for designation as a funding source for a future budget year. Fund balance often represents resources saved from prior years for future planned projects.

G

General Fund - A central fund into which most of the Town's tax and unrestricted revenues are budgeted to support basic municipal services, public safety and administrative activities of the Town.

Governmental Fund - General, special revenue, debt service, capital projects and permanent funds are considered governmental funds. The Town of Monument has the following governmental funds: general, conservation trust, capital project, parks fee, 2A, 2F, Community Development, Traffic Impact Fee, Storm Drainage Impact Fee, and Water.

Grant - A contribution made from either the private sector to the Town or by one governmental unit to another. The contribution is usually made to support a specified program, function or project.

Glossary of Terms

H-I

Impact Fee - New construction generates Impact Fees. These fees are collected when a building permit is issued to pay for growth related improvements, facilities, and equipment in the areas of parks and recreation, fire, police, municipal facilities, and transportation.

Interfund Loan - An interfund loan is a loan that occurs between two funds within the Town, following the requirements as laid out by the Town Charter for such a situation.

Internal Service Fund - Activities that provide support services to other Town departments. Example: Fleet Services and Employee Benefits.

J-L

Lease-Purchase Agreement - Financial arrangement that permits the Town to pay for the use of equipment or machinery over a period of time through a lease and to purchase it at the end of that time.

M

Management Fee - An allocation of charges for the cost of general administrative departments that are required to manage the Town and provide support to all funds.

Market Value - County Assessor's actual value of all real property.

Major Fund - Individual funds whose revenues or expenditures, excluding other financing sources and uses exceed 10 percent of total appropriations.

Mill Levy - Rate by which assessed valuation is multiplied to determine property tax. A mill is 1/10 of one cent or \$1.00 of tax for each \$1,000 of assessed valuation.

N

Non-exempt - A classification indicating that an employee is eligible to be paid for overtime, as defined by the guidelines of the Fair Labor Standards Act (FLSA). Exempt employees, conversely, are not eligible for overtime pay.

Non-Major Fund - Funds whose revenues or expenditures, excluding other financing sources and uses are less than 10 percent of total appropriations.

O

Operating Budget - The portion of the budget that pertains to daily operations providing basic governmental services. The operating budget contains appropriations for such expenditures as personnel, supplies and materials.

Ordinance - An ordinance is a formal legislative enactment by the governing body of the municipality. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies. The difference between an ordinance and a resolution is that the latter requires less legal formality and has a lower legal status. Ordinarily, the statutes or charter will specify or imply those legislative actions that must be enacted by ordinance and those that may be enacted by resolution. Revenue raising measures, such as the imposition of taxes, special assessments, and service charges, universally require ordinances.

P

Personnel - Salaries, wages, benefits and other related costs of employees.

Projection - Estimation of future revenues and expenditures based on past trends, current economic conditions and financial forecasts.

Proprietary Funds - Fund that is used to account for the Town's ongoing organizations and activities which are similar to those found in the private sector. The funds include enterprise funds and internal service funds.

Property Tax - Base Supported - Supported by the property taxbase generated revenues, such as general property tax levies and tax increment, whether issued as general obligation or revenue bonds.

Glossary of Terms

Q-R

Reserve - Funds set aside in the current and past years for the purpose of paying for capital needs, providing for obligations and liabilities, and meeting emergency needs.

Reserve Fund Balance - The portion of a fund's balance that is restricted for a specific purpose and is, therefore, not available for general appropriation.

Resolution - A special or temporary order of a legislative body. An order of a legislative body requiring less legal formality than an ordinance or statute.

Revenue-Supported - Non-general obligation bonds that are solely supported by revenues not based on real estate property values, such as special assessments, parking fees, water charges and user fees.

S

Sales Tax Supported - Directly supported by sales taxes. Includes all net debt bond issues and the portions of those issues that are paid for by sales taxes.

Secured Guarantee - A secured guarantee is a contract to answer for the payment of debt, secured by collateral or other property held to ensure payment in the event of default.

Self-Liquidating Debt - Synonymous with Revenue-Supported.

Special Obligation Revenue Bonds - Revenue bonds for which the Town of Castle Rock grants its tax-exemption but for which a financial or moral obligation is assumed; including, but not limited to, second party supported Industrial Development, Commercial and Housing bonds.

Special Revenue Fund - Fund used to account for the proceeds of specific revenue sources (other than debt service or capital projects) that are restricted or committed to expenditures for specified purposes.

Structurally Balanced Budget – Annual financial plan in which expenses do not exceed revenues and resources. A structurally balanced budget supports financial sustainability for multiple years into the future.

T

TABOR (Taxpayers Bill of Rights) - Amendment to the Colorado Constitution approved by voters in November 1992, which limits governmental mill levies, revenue, and expenditures. All new or increased taxes must be voted on by the public. Also, it establishes mandatory emergency reserves.

Tap – A water tap is the metered connect to the Town's water main. Water taps are used at Multi-Family, Commercial, and Irrigation projects. Typically, a water tap serves only one structure of building.

Tax Increment Supported - Supported in part or entirely by property tax increments. Includes general obligation bonds, revenue bonds, and issues that include a pledge of tax increment revenues.

Total Debt - All debt other than Special Obligation Revenue Bonds. Does not include overlapping debt or sinking fund assets.

Town Charter - The Town of Monument operates under a Home Rule Charter, which has been framed in conformity with Article XX of the Colorado Constitution and the Municipal Home Rule Act of 1971. The Town of Monument operates under a Council-Manager form of government.

Transfers - Amounts distributed from one fund to finance activities in another fund. Transfers are shown as an expenditure in the originating fund and a revenue in the receiving fund.

U-Z

Unreserved Fund Balance - The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

Urban Renewal Authority - This is a principal tool created by the State for public financing of development and redevelopment projects.



Financial Policies



Town of Monument

PRINCIPLES OF SOUND FINANCIAL MANAGEMENT

Adopted May 5, 2025

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Introduction

The Town of Monument has an important responsibility to its community to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities. In these times of tight budgets, continued changes in federal and state policies toward local government, and limited growth in the Town's tax base, the Town needs to ensure that it is capable of adequately funding and providing those government services desired by the community.

These adopted Principles of Sound Financial Management establish policies for the Town's overall fiscal planning and management. These policies are intended to foster and support the financial strength and stability of the Town of Monument as reflected in its financial goals. The Town's financial goals are broad, timeless statements of the financial position the Town seeks to attain:

- To deliver quality services on an affordable, efficient and cost-effective basis providing full value for each tax dollar.
- To maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the Town of Monument.
- To have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the Town's residents.
- To maintain a high bond credit rating and to provide assurance to the Town's taxpayers that the Town government is well managed and financially sound.

Following these policies will enhance the Town's financial health as well as its credibility with our community, bond rating agencies and investors. To achieve these purposes as the Town of Monument continues to grow and develop, it is important to regularly engage in the process of financial planning including reaffirming and updating these financial guidelines. Policy changes will be needed as the Town continues to grow and become more diverse and complex in terms of the services it provides, as well as the organization under which it operates to provide these services to its community.

Finance Policy 1 - Fiscal Planning and Budgeting

Adopted on May 5, 2025

Fiscal planning is the process of identifying resources and allocating those resources among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the Town's budget. It is increasingly important to incorporate a long-term perspective and to monitor program performance.

- 1.01 Annually, the Town Council shall conduct a retreat to review, consider and establish strategic goals that will help guide the development of the annual budget. Staff will create strategic objectives to accomplish the Town Council's goals and shall provide quarterly updates to the Town Council on progress made toward accomplishing the strategic objectives.
- 1.02 The Town Manager shall submit to the Town Council a proposed annual budget, based on Council's established goals, and shall execute the budget as finally adopted, pursuant Town of Monument Municipal Code Title 3 Revenue and Finance, Chapter 3.04 Fiscal Provisions Generally. The Town will budget revenues and expenditures on a fiscal year basis beginning each January 1 and ending on December 31. The Town Council shall adopt the budget for the following fiscal year no later than December 15.
- 1.03 The Town will prepare a ten-year long-range financial forecast that will incorporate both revenue and expenditure estimates for the Town's General Fund. The ten-year revenue forecast will identify revenues that are anticipated to be sustainable over the ten-year period. The long-range financial forecast will be updated annually and presented to the Town Council during the annual Town budget process.
- 1.04 The Town will prepare a budget in accordance with Government Finance Officers Association policies and best practices and the Government Finance Officers Association in its Distinguished Budget Award Program. The proposed budget will contain the following:
 - a) Revenue estimates by major category, by fund;
 - b) Expenditure estimates by program levels and major expenditure category, by fund;
 - c) Estimated fund balance by fund;
 - d) Debt service, by issue, detailing principal and interest amounts.
 - e) Proposed personnel staffing levels;
 - f) A detailed schedule of capital projects;
 - g) Tabor reserve;
 - h) A balanced budget for each fund;
 - i) Any additional information, data, or analysis requested by the Town Council.

- 1.05 The Town maintains its financial records in accordance with accounting principles generally accepted in the United States of America known as GAAP. The Town's budget is prepared on a modified accrual for most funds and full accrual for the Water Enterprise Fund.
- 1.06 The operating budget will be based on the principle that current operating expenditures, including debt service, will be funded with on-going revenues. Funds will pay the indirect cost charges for services provided by another fund. The budget will avoid using one-time (non-recurring) sources to fund continuing (recurring) uses, postpone necessary and safety related expenditures, or use external borrowing for operational requirements. If use of non-recurring revenue is required to balance an annual budget, the Town Council shall approve such usage by a separate vote. The budget will incorporate the best available estimates of revenues and expenditures.
- 1.07 A system will be used to facilitate position control. The number of full-time and regular part-time employees on the payroll shall not exceed the total number of positions authorized by the Town Council. Additional temporary appointments of employees can be made with the approval of the Town Manager. The budget will identify the resources required to support the authorized staffing.
- 1.08 Performance management will be utilized in the budget process to ensure alignment with Council goals and organization strategic efforts. Performance data will be used to support budgetary decisions. Measures will be developed regarding the Town's efficiency and effectiveness. A system will be used to monitor and report on the progress of key performance measures.
- 1.09 Ideas for improving the efficiency and effectiveness of the Town's programs and the productivity of its employees will be a value by which the Town operations and revenue collection will be managed and continually analyzed.
- 1.10 Unspent appropriations for significant programs and major projects will be considered for reappropriation in the subsequent fiscal year. Such carryover of appropriation shall be included in the proposed budget and clearly identified.
- 1.11 The Town shall establish appropriate management controls to monitor expenditure budgets to ensure expenditures do not exceed authorizations. For operating budgets, this control shall be exercised at the department/fund level. For capital budgets, this control shall be at the project level.

- 1.12 At a minimum, a quarterly report on the status of the General Fund budget and trends will be prepared and presented to the Town Council within 60 days of the end of each quarter. The quarterly report shall include financial projections through the end of the fiscal year.
- 1.13 If a deficit is projected during the course of a fiscal year, the Town will take steps to reduce expenditures, increase revenues or, if a deficit is caused by an emergency, consider using the Unassigned General Fund Balance. The Town Manager may institute a cessation during the fiscal year on hirings, promotions, transfers, capital equipment purchases, and capital projects. Such action will not be taken arbitrarily or without knowledge of the Town Council.
- 1.14 A policy will be maintained that provides for levels of approval by the Town Manager and/or Council. The policy will address the transfer of expenditure authority between funds, transfer of expenditure authority over base amounts, transfer of expenditure authority to and from personnel, contractual, commodities or capital outlay accounts, transfer of expenditure authority between capital projects, transfer of expenditure authority to or from debt service accounts, and transfer of expenditure authority to or from contingency accounts.
- 1.15 Staff will annually prepare a 10-year long range financial forecast that will be presented to the Town Council for the purpose of financial planning.

Finance Policy 2 - Fund Balance

Adopted on May 5, 2025

Fund balance is an important indicator of the Town's financial position. Maintaining appropriate reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the Town to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns.

- 2.01 To ensure the continuance of sound financial management of public resources, the Town of Monument's Unassigned General Fund Balance will be maintained to provide the Town with sufficient working capital and a comfortable margin of safety to address emergencies, sudden loss of revenue or operating needs, and unexpected downturns without borrowing.
- 2.02 This policy establishes the amounts the Town will strive to maintain in its General Fund balance, the conditions under which fund balance may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.
- 2.03 It is the intent of the Town to limit use of Unassigned General Fund balances to address unanticipated, non-recurring needs or known and planned future obligations. Fund balances shall not normally be applied to recurring annual operating expenditures. Unassigned balances may, however, be used to allow time for the Town to restructure its operations in a deliberate manner, but such use will only take place in the context of long- term financial planning.
- 2.04 The Town will maintain a General Fund "Operating Reserve" with an upper goal of twenty percent (20%) of the average actual General Fund revenues for the preceding five fiscal years. The Operating Reserve is intended to be a reserve for unexpected events such as failure of the State to remit revenues to the Town, unexpected mandates, unexpected loss of county or state shared revenues, continuance of critical Town services due to unanticipated events, or to offset the unexpected loss of a significant funding source for the remainder of the fiscal year.
- 2.05 Any use of the Operating Reserve funds must be approved by the Town Council and include a repayment plan that projects to restore the Operating Reserve to the twenty percent (20%) level within three (3) fiscal years following the fiscal year in which the event occurred.

- 2.06 The Town should endeavor to establish an “Emergency Reserve” in the General Fund and set a target percentage of the General Fund for this fund to achieve and maintain. The Emergency Reserve is for unexpected, large-scale events where damage in excess of \$250,000 is incurred and immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, storm damage). Any usage of Emergency Reserves must be appropriated by the Town Council. However, the Town Manager may utilize these funds when immediate action must be taken to protect the health and safety of residents. When this occurs, the Town Manager shall provide a summary report to the Council as soon as practical on the usage of these funds. In the event these “Emergency Reserve” funds are used, the Town shall strive to restore the General Fund Emergency Reserve prior level within the next fiscal year following the fiscal year in which the event occurred.
- 2.07 The Town should strive to establish and maintain an additional General Fund “Budget Stabilization Reserve” and set a target percentage of the General Fund for this fund to achieve and maintain. The Budget Stabilization Reserve may be used to provide funding to deal with fluctuations in fiscal cycles and operating requirements. The reserve funds will provide time for the Town to restructure its operations in a deliberate manner to ensure continuance of critical Town activities.
- 2.08 Any use of the Budget Stabilization Reserve funds must be approved by the Town Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve level within the three fiscal years following the fiscal year in which the event occurred.
- 2.09 Funds in excess of the reserves described in the paragraphs above will be Unassigned General Fund Balance, unless otherwise assigned in accordance with Governmental Accounting Standards Board (GASB) Statement #54 and may be considered to supplement “pay as you go” capital outlay and one-time operating expenditures, or may be used to prepay existing Town debt. These funds may not be used to establish or support costs that are recurring in nature.
- 2.10 The Finance Director is authorized to classify available fund balance for specific purposes in accordance with GASB Statement #54. It is the policy of the Town that expenditures for which more than one category of fund balance could be used, that the order of use is: Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

Finance Policy 3 - Expenditure Control

Adopted on May 5, 2025

Management must ensure compliance with the legally adopted budget. In addition, purchases and expenditures must comply with legal requirements and policies and procedures set forth by the Town.

- 3.01 Expenditures will be controlled by an annual appropriated budget at the department/fund level. The Town Council shall approve appropriations through the budget process. The Council may transfer these appropriations as necessary through the budget amendment process. Written procedures will be maintained for administrative approval and processing of certain budget transfers within funds.
- 3.02 Department heads are responsible for monitoring expenditures to prevent exceeding their total departmental appropriation budget. It is the responsibility of these department heads to immediately notify the Town's Finance Department and the Town Manager of any circumstances that could result in a departmental appropriation being exceeded.
- 3.03 The Town will maintain a purchasing system that provides needed commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases shall be made in accordance with the Town's Purchasing Policy, guidelines and procedures and applicable state and federal laws. The Town will endeavor to obtain supplies, equipment and services that provide the best value.
- 3.04 A system of appropriate internal controls and procedures using best practices shall be maintained for the procurement and payment processes.
- 3.05 The Town will endeavor to make all payments within the established terms.

Finance Policy 4 - Revenues and Collections

Adopted on May 5, 2025

To provide funding for service delivery, the Town must have reliable revenue sources. These revenues must be assessed and collected equitably, timely, and efficiently.

- 4.01 The Town's goal is a diversified General Fund revenue base which includes sales taxes, state shared revenues, impact fees and other revenue sources.
- 4.02 The Town will strive to maintain a diversified and stable revenue base to shelter it from economic changes or short-term fluctuations by doing the following:
 - a) Periodically conducting a cost-of-service study to determine if all allowable fees are being properly calculated and set at an appropriate level.
 - b) Establishing new charges and fees as appropriate and as permitted by law.
 - c) Pursuing legislative change, when necessary, to permit changes or establishment of user charges and fees.
- 4.03 The Town Council may consider establishing a citizens committee to evaluate revenue options and monitor significant revenues to ensure they are received timely and reported accurately. The citizens' committee would meet periodically and be presented with a report on revenue collections, trends and updated year-end estimates.

Financial Policy 5 – Grants

Adopted on May 5, 2025

Many grants require Council's appropriation of funds, either for the original grant or to continue programs after the grant funding has expired. Council should review these grant opportunities prior to determining whether application should be made for these grant funds.

- 5.01 The Town shall apply for only those grants that are consistent with the objectives and high priority needs identified by Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, must be considered prior to applying for a grant.
- 5.02 The Town shall attempt to recover all allowable costs – both direct and indirect – associated with the administration and implementation of programs funded through grants. The Town may waive or reduce indirect costs if doing so significantly increases the effectiveness of the grant.
- 5.03 All grant submittals shall be reviewed for cash match requirements, potential impact on the operating budget, and the extent to which the grant meets the Town's policy objectives. When the potential for the Town's expenditures exceed a local match of \$20,000, departments should seek Council approval prior to submission of the grant application. Should time constraints under the grant make this impossible, the department shall obtain written approval to submit the grant application from the Town Manager and then, at the earliest feasible time, seek formal Council approval. Council will be informed of any financial obligations that will be incurred by the Town. If there is a cash match requirement, the source of funding shall be identified prior to application.
- 5.04 The Town shall terminate grant-funded programs and associated positions when the grant expires, and funds are no longer available unless alternate funding is identified.

Financial Policy 6 - Cost of Service and User Fees
Adopted on May 5, 2025

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

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

- 6.01 The Town may establish user fees and charges for certain services provided to users receiving a specific benefit.
- 6.02 No less than every five (5) years, the Town will conduct a cost-of-service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.
- 6.03 User fees shall be reviewed annually to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs.
- 6.04 The Town shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund.

Financial Policy 7 - Development Impact Fees

Adopted on May 5, 2025

The Council's policy is that to the extent reasonable, growth should pay for itself. As such, the Council has adopted a schedule of development impact fees. Development impact fees are one- time charges assessed against new customers to recover their proportional share of capital costs incurred to provide service for new customers. Appropriate development fees are an important component in the overall strategy for financing capital improvements.

7.01 The Town's objectives for development impact fees shall include the following:

- a) Support the reasonable cost of growth.
- b) Consider the impact of growth on existing residents.
- c) Develop cost justified development fees.
- d) Address infrastructure requirements.
- e) Promote economic development.
- f) Provide financial capacity.

7.02 In general, development impact fees must be based on a rational analysis. This analysis will include:

- a) a reasonable assessment of the impacts of growth on the Town's capital needs as identified in a Capital Improvement Plan;
- b) a determination that the amount of the fee does not exceed the reasonable cost to provide capacity to accommodate growth;
- c) a separate accounting of funds collected; and
- d) an identification of potential liabilities or offsets to recognize other financial commitments resulting from development.

7.03 Development impact fees may be assessed for a public purpose such as:

- a) Parks, recreation facilities, trails and open space
- b) Law enforcement
- c) General government
- d) Transportation
- e) Water
- f) Water resources

7.04 The Town shall conduct a review of its development impact fees at least every three years.

Financial Policy 8 - Capital Improvement Program

Adopted on May 5, 2025

The purpose of the Capital Improvement Program is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

- 8.01 The Town Manager will annually submit a financially balanced, multi-year Capital Improvement Program for review by the Town Council pursuant to the timeline established in the annual budget preparation schedule. The Capital Improvement Program will incorporate a methodology to determine a general sense of project priority according to developed criteria.
- 8.02 The Five-Year Capital Improvement Program shall provide:
 - a) A statement of the objectives of the Capital Improvement Program and the relationship with the Town's Comprehensive Plan, department master plans, necessary service levels, and expected facility needs.
 - b) An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various Town departments.
 - c) An estimate of each project's costs, anticipated sources of revenue for financing the project, and an estimate of the impact of each project on Town revenues and operating budgets. The operating impact information shall be provided for the period covered in the Town's current five-year Capital Improvement Plan. No capital project shall be funded unless operating impacts have been assessed, and the necessary funds can be reasonably anticipated to be available when needed.
 - d) For the systematic improvement, maintenance, and replacement of the Town's capital infrastructure as needed.
 - e) A schedule of proposed debt requirements.
- 8.03 The Town will match programs and activities identified in the Capital Improvement Plan with associated funding sources.
- 8.04 The performance and continued use of capital infrastructure is essential to deliver public services. Deferring essential maintenance and/or asset replacement can negatively impact service delivery and increase long-term costs. As such, the Town will establish and maintain a plan for required major maintenance and replacement needs. Efforts will be made to allocate sufficient funds in the multi-year capital plan and operating budgets for condition assessment, preventative and major maintenance, and repair and replacement of critical infrastructure assets.

- 8.05 When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using cash for projects with shorter lives and bonds for projects with longer lives facilitates “intergenerational equity”, wherein projects with long useful lives are paid over several generations using the project through debt service payments.
- 8.06 The first year of the adopted Capital Improvement Plan will be the capital budget for that fiscal year.
- 8.07 Staff will monitor projects in progress to ensure their timely completion or the adjustment of the capital projects as approved by Council if a project is delayed or deferred. Periodic status reports will be presented to Council to share project progress and identify significant issues associated with a project.
- 8.08 Within 90 days of the completion of a capital project any remaining appropriated funds for the project will revert to the fund balance of the funding source.
- 8.10 The Capital Improvement Plan will be updated annually as a multi-departmental effort.

Policy 9 - Capital Asset Accounting and Replacement
Adopted on May 5, 2025

An effective capital asset accounting system is important in managing the Town's capital asset investment.

9.01 The Town will account for and maintain a schedule of individual capital assets. For financial reporting purposes, capital assets recorded in the capital asset accounting system will meet the following criteria:

- a) Have estimated useful lives in excess of one year.
- b) Have values greater than or equal to \$100,000 for building, utility facilities and other infrastructure systems; or greater than or equal to \$5,000 for all other assets, and
- c) Are capable of being identified, tracked and accounted for.

All items not meeting the above criteria will be recorded as operating expenditures.

9.02 The Town will establish and financially contribute to an assessment replacement fund for fleet vehicles, certain computer equipment, and other assets as deemed necessary and with a value above \$5,000. Replacement funds or reserves will be determined as part of the annual budget process.

9.03 Town departments shall maintain proper procedures and effective internal controls to track and safeguard capital assets, conduct periodic inventory of assets and maintain assets in working condition.

Financial Policy 10 - Cash Management and Investment
Adopted on May 5, 2025

Cash management includes the activities undertaken to ensure maximum cash availability and reasonable investment yield on the Town's idle cash, and the cash collection function.

- 10.01 The Town shall maintain and comply with a written Investment Policy that has been approved by the Town Council. The Finance Director or designee shall invest all funds of the Town according to the approved Investment Policy. Guiding principles for the Town's investments shall be safety, liquidity and then yield.
- 10.02 The Town will collect, deposit and disburse all funds on a schedule that ensures optimum cash availability for investment.
- 10.03 To obtain higher yields from its overall portfolio, the Town will consolidate cash balances from various funds for investment purposes and will allocate investment earnings to each participating fund.
- 10.04 Bond funds will be segregated from all other funds for arbitrage and accounting purposes.
- 10.05 The Town will project the cash needs of the Town to optimize the efficiency of the Town's investment and cash management program.
- 10.06 The Town will conduct its treasury activities with financial institution(s) based upon written contracts.
- 10.07 Ownership of the Town's investment securities will be protected through third party custodial safekeeping.
- 10.08 All Town bank accounts shall be reconciled and reviewed on a monthly basis and audited annually.
- 10.09 Investment performance will be measured using standard indices specified in the Town's written investment policy. The Finance Director shall provide the Town Council with a quarterly investment report.
- 10.10 The Town's Cash Management and Investment processes will be in accordance with written internal controls and procedures.
- 10.11 Interest earnings are to be retained in the fund from which the principle is derived. However, the Town Council may determine that investment earnings shall be swept

and deposited into the General Fund during times of financial stress, such as lower than expected revenues or unanticipated expenses.

Finance Policy 11 - Debt Management

Adopted on May 5, 2025

The Town utilizes long-term debt to finance capital projects with long useful lives. Financing capital projects with debt provides for an “intergenerational equity”, as the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The purpose of this debt management policy is to provide for the preservation and eventual enhancement of the Town’s bond ratings, the maintenance of adequate debt service reserves, compliance with debt instrument covenants and provisions, compliance with Internal Revenue Service Regulations, and required disclosures to investors, underwriters and rating agencies.

These policy guidelines will also be used when evaluating the purpose, necessity and condition under which debt will be issued. These policies are meant to supplement the legal framework of public debt laws provided by the Colorado Constitution, State Statutes, Town Charter, federal tax laws and the Town’s current bond resolutions and covenants.

The Colorado Constitution limits a Town’s bonded debt capacity (outstanding principal) to certain percentages of the Town’s secondary assessed valuation by the type of project to be constructed. There is a 10% limit of assessed valuation for projects involving water, sewer, streets, transportation, public safety, artificial lighting, parks, open space, and recreational facility improvements.

- 11.01 All projects funded with Town general obligation bonds or revenue bonds will only be undertaken with voter approval as required through a Town bond election.
- 11.02 The overall debt management policy of the Town will ensure that financial resources of the Town are adequate in any general economic situation to not preclude the Town’s ability to pay its debt when due.
- 11.03 The Town will not use long-term debt to fund current operations or smaller projects that can be financed from current revenues or resources. The Town will first attempt to utilize "pay as you go" capital financing and/or the use of operating funds or impact fees where applicable.
- 11.04 The issuance of variable rate debt by the Town will be subject to the most careful review and will be issued only in a prudent and fiscally responsible manner.
- 11.05 The Town shall attempt to combine debt issuances in order to minimize issuance costs.

11.06 Whenever the Town finds it necessary to issue property/sales tax-supported bonds, the following policy will be adhered to:

- a) Tax supported bonds are bonds for which funds used to make annual debt service expenditures are derived from ad valorem (property) tax revenue of the Town.
- b) The target for the maturity of general obligation bonds will typically be between 20 and 30 years. The target for the “average weighted maturities” for general obligation bonds of the Town will be 15 years.
- c) Generally, the Town will structure general obligation bond issues to create level debt service payments over the life of the issue.
- d) Debt supported by the Town’s General Fund will not exceed 10% of the annual General Fund revenues.
- e) Secondary property tax rates will be determined each year as part of the budgetary process (pursuant to State law) to pay the necessary debt service payments of general obligation bonds currently outstanding or expected to be issued within the fiscal year. At this time, the State of Colorado has not enacted a second-home/secondary property tax.
- f) In accordance with requirements of the State of Colorado Constitution, total bonded debt will not exceed the 10% of the total assessed valuation of taxable property in the Town.
- g) Reserve funds, when required, will be provided to adequately meet debt service requirements in subsequent years.
- h) Interest earnings on bond fund balances will only be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
- i) The term of any bond will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

11.07 Revenue bonds are defined as a bond on which the debt service is payable from the revenue generated from the operation of the project being financed or a category of facilities, from other non-tax sources of the Town, or from other designated taxes such as highway user’s revenues, excise tax, or special fees or taxes. For any bonds or lease- purchase obligations in which the debt service is paid from revenue generated by the project and/or partially paid from non-property tax sources, that debt service is deemed to be revenue bonds and are excluded from the calculation of the annual debt service limitation. Whenever the Town finds it necessary to issue revenue bonds, the following guidelines will be adhered to:

- a) Revenue bonds of the Town will be analyzed carefully by the Finance Department for fiscal soundness. Part of this analysis shall include a feasibility report prepared by an independent consultant prior to the

issuance of utility supported revenue bonds to ensure the generation of sufficient revenues to meet debt service requirements, compliance with existing bond covenants and to protect the bondholders.

- a) Revenue bonds should typically be structured to provide level annual debt service over the life of the issue.
- b) Debt Service Reserve Funds should be provided when required by rating agencies, bond insurers or existing bond covenants.
- c) Interest earnings on the reserve fund balances will be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
- d) The term of any revenue bond or lease obligation issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.
- e) The target for the term of revenue bonds will typically be between twenty and thirty years. The target for the “average weighted maturities” for revenue bonds of the Town will be twelve and one half (12 ½) years.

11.08 Improvement District (ID) Bonds shall be issued only when the formation of the district demonstrates a clear and significant purpose for the Town. It is intended that Improvement District bonds will be primarily issued for neighborhoods desiring improvements to their property such as roads, water lines, sewer lines, streetlights, and drainage. The District must provide a specific benefit to the property owner(s). The Town will review each project through active involvement of Town staff and/or selected consultants to prepare projections, review pro-forma information and business plans, perform engineering studies, analyze minimum debt coverage and value to debt ratios, and conduct other analyses necessary to consider the proposal against specified criteria. ID bonds will be utilized only when it is expected that they will be outstanding for their full term.

11.10 Refunding bonds will be measured against a standard of the net present value debt service savings exceeding 5% of the debt service amount of the bonds being refunded, or if savings exceed \$750,000, or for the purposes of modifying restrictive covenants or to modify the existing debt structure to the benefit of the Town.

11.11 The investment of bond proceeds shall at all times be in compliance with the Town’s Investment and Portfolio Policies and meet all requirements of bond covenants.

11.12 The Town shall comply with all U.S. Internal Revenue Service arbitrage rebate requirements for bonded indebtedness.

11.13 The Town shall comply with Colorado Revised Statutes and all other legal

requirements regarding the issuance of bonds and certificates of the Town or its debt issuing authorities.

- 11.14 The Town will maintain regular contact with rating agencies through telephonic conferences, meetings, or visits on and off-site. The Town will secure ratings on all bonds issued when economically feasible.
- 11.15 The Town's Finance Department shall maintain a debt profile for all bonds issued and update the profile on an annual basis. The debt profile shall include specific information regarding the size and type of debt issued, projects financed by the bonds, debt service schedules and other pertinent information related to each specific bond issue.

Policy 12 - Utility Enterprise Fund

Adopted on May 5, 2025

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.

- 12.01 Separate funds will be established and maintained to properly account for each utility operation. Utility funds will not be used to subsidize the operations of other non-utility funds. Interfund charges will be assessed for the administrative support of the enterprise activity. Currently, the Town has only one enterprise fund, namely the Water Fund.
- 12.02 The Town will establish rates and fees at levels that recover the total direct and indirect costs, including operations, capital outlay, unrestricted cash reserve requirements, debt service and debt coverage requirements for water services. Rates will be reviewed in conjunction with the Town's annual capital planning and budgeting processes.
- 12.03 All existing water rates and charges will be reviewed periodically to recommend necessary rate adjustments. Bond covenants may exist that require maintaining a minimum debt coverage ratio of at least 1.25 times. To help maintain the Town's bond rating, the recommended rates will be based on a model that projects achieving a target debt coverage ratio of 2.0 times. For financial planning purposes, the debt coverage ratios will be calculated without consideration of expansion fee revenue.
- 12.04 The Town will maintain a "Rate Stabilization Fund" in the Water Fund of five percent (5%) of the average actual revenues for the preceding three fiscal years. The Rate Stabilization Fund can be used to moderate significant rate increases. In the event the "Rate Stabilization Fund" is used, the Town shall strive to restore the Fund to the five percent (5%) level within the next three fiscal years following the fiscal year in which the fund was used.
- 12.05 The Town will maintain an additional "Asset Maintenance Fund" with an upper goal equal to 20 percent (20%) of the enterprise fund infrastructure assets. The Asset Maintenance Fund may be used to provide funding for the repair and maintenance of critical infrastructure. In the event the Asset Maintenance Fund is used, the Town shall strive to restore the fund to the defined level within the next three fiscal years following the fiscal year in which the fund was used.
- 12.06 Funds in excess of the reserves described in the paragraphs above may be

considered to supplement "pay as you go" capital outlay and one-time operating expenditures or may be used to prepay existing Town debt. These funds may not be used to establish or support costs that are recurring in nature.

Financial Policy 13 - Accounting, Auditing and Financial Reporting

Adopted on May 5, 2025

Accounting, auditing and financial reporting form the informational foundation for public finance. Internal and external financial reports provide important information to the Town's legislative body, management, citizens, investors and creditors.

- 13.01 The Town will comply with accounting principles generally accepted in the United States (GAAP), as well as Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS) in its accounting and financial reporting, as contained in the following publications:
- a) Codification of Governmental Accounting and Financial Reporting Standards, issued by the Governmental Accounting Standard Board (GASB) as well as earlier standard setting boards.
 - b) Pronouncements of the Financial Accounting Standards Board, (FASB) issued prior to December 1, 1989.
 - c) Governmental Accounting, Auditing, and Financial Reporting (GAAFR), issued by the Government Finance Officers Association (GFOA) of the United States and Canada.
 - d) Audits of State and Local Governmental Units, an industry audit guide published by the American Institute of Certified Public Accounts (AICPA) and any applicable Statements of Position (SOPs) and Statements of Auditing Standards (SASs) issued by the AICPA.
 - e) Government Auditing Standards (also known as the Yellow Book), issued by the Controller General of the United States.
 - f) Circular A-133, issued by the U.S. Office of Management and Budget (OMB).
- 13.02 Monthly financial reports will be made available to all departments summarizing financial activity and comparing actual revenues and expenditures with budgeted amounts.
- 13.03 The Town staff will conduct themselves with the utmost professionalism and in compliance with the Government Finance Officers Association Code of Ethics.
- 13.04 A system of internal accounting controls and procedures will be maintained to provide reasonable assurance of the safeguarding of assets, the proper recording of financial transactions of the Town, and compliance with applicable laws and regulations.
- 13.05 In accordance with State law and Town Charter requirements, a comprehensive

financial audit, including an audit of federal grants according to the Single Audit Act and the OMB Circular A-133, will be performed annually by an independent public accounting firm, with the objective of expressing an opinion on the Town's financial statements. The Town will prepare its financial statements in accordance with applicable standards and will account for its operations in a manner consistent with the goal of obtaining an unqualified opinion from its auditors.

13.06 The Town will prepare an Annual Certified Financial Report (ACFR) in accordance with the principles and guidelines established by the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program. Staff will endeavor to provide the ACFR, the Single Audit, and the Management Letter to the Town Council at the completion of said items.

13.07 All departments will provide notice of all significant events and financial and related matters to the Finance Director for the Town's annual disclosures, as required by the SEC Rule 15c2-12, for the municipal markets, financial statements and bond representations.

13.08 The Town's ACFR will include the bond-related on-going disclosure requirements and will fully disclose all significant events and financial and related issues. The Town will provide the ACFR to the bond rating agencies, municipal bond insurers, national bond disclosure repositories and other interested parties.

Financial Policy 14 - Credit Card Policy

Adopted on May 5, 2025

These policies apply to all employees of the Town who are assigned a Town business credit card. Cardholders are responsible for ensuring that they adhere to the Town credit card policies, thereby ensuring adequate controls are exercised to minimize the risk that Town credit cards are used for fraudulent or inappropriate purposes.

- 14.01 Town credit cards will be issued to a department head or certain employees, with the approval of the Finance Director and Town Manager.
- 14.02 Credit cards will be limited to a maximum amount based upon the Department needs and job responsibilities.
- 14.03 Credit cards can be used for budgeted Town business expenditures ONLY. Personal purchases are not acceptable under any circumstances. Examples of acceptable purchases are business purchases from vendors that will not be used regularly, travel/flight expenditures, meeting expenses, etc.
- 14.04 Violations of this Policy could result in cancellation of the card and withdrawal of Town Credit Card privileges, as well as leading to disciplinary action against the employee concerned. In all cases of misuse, the Town reserves the right to recover any monies from the cardholder. Cardholders will be required to sign a declaration authorizing the Town to recover, from their wages, any amount inappropriately claimed.
- 14.05 The following purchases are not allowed:
 - Food and refreshments (unless pre-approved by the Human Resources Department or Town Manager and documentation of the pre-approval is submitted with the purchase receipt)
 - Gifts, greeting cards, prizes, flowers (unless pre-approved by the Human Resources Department or Town Manager and documentation of the pre-approval is submitted with the purchase receipt)
 - Alcoholic beverages/tobacco products/controlled substances
 - Items that require bidding based on the Town's Contract and Purchasing Policy
 - Personal items
 - Any type of cash advance or withdrawal from banks, building societies, credit unions, or automatic teller machines
 - Services of any type, such as consultants, honoraria, speakers, repair and maintenance services, etc. (due to contractual and 1099 vendor tax reporting requirements)
 - Purchases from routinely used vendors
 - Any capital equipment or other capital purchases

- Items or services on term contracts
- Maintenance agreements
- Purchases involving trade-in of Town property
- Any other items deemed inconsistent with the values and policies of the Town

14.06 Lost or stolen cards must be reported by the Cardholder immediately by contacting the credit card company:

- Wells Fargo Visa credit cards - 1-800-932-0036
- Wex Gas Cards – 1-866-544-5796. The PIN number should not be written on the credit card.
- Home Depot Credit Cards – 1-866-875-5490
- The Cardholder must also alert the Finance Department immediately or the following business day.

14.07 Upon termination of employment, the credit card must be surrendered to the Finance Director. Prior to departure or termination of duties with the Town, the cardholder must reconcile and submit receipts for all expenditures on his/her card since the last statement. It is the responsibility of the departing employee to ensure that his/her account is settled prior to departure.

14.08 Cardholders will be required to sign an agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their credit card privileges and/or disciplinary action.

Financial Policy 15 - Disposition of Town Property

Adopted on May 5, 2025

- 15.01 It shall be the responsibility of the department with the Property to notify the Town Manager's designee of Property it has in its possession.
- 15.02 The method of disposal shall be determined by the Town Manager's designee in accordance with this Policy. The Department with Property for disposal is responsible to provide information to the Town Manager's designee including a brief description and estimated value. Each department will maintain storage of Property until final disposal.
- 15.03 The Town Manager or designee shall be responsible for coordination of the disposal process for all Property except as indicated below:
- 1) Disposition of real estate or any interest in land requires a resolution of the Town Council after published notice and public hearing in accordance with the Statutes of Colorado.
 - 2) Seized and Unclaimed Property within the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
 - 3) Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
 - 4) Computer and Electronic Data Storage Equipment are defined as any equipment that contains electronic data, has contained electronic data, or is procured or managed by the Information Technology (IT) Department. Such items shall be returned to the IT Department for proper data wiping and disposal. This includes, but is not limited to Computers, Laptops, Tablets, Servers, Backup Tapes and Media Switches, Routers and Hubs, Phones, Printers, Fax Machines, Copiers, Scanners, Monitors, and External Hard Drives.
 - i. IT staff will wipe any data or configuration on the equipment as deemed appropriate by current IT standards and CJIS Standards. For servers, backup media, or any equipment in which data wiping is not feasible, staff will physically remove the data storage components for destruction of the data or configuration by physical or other permanent means.
 - ii. When deemed appropriate, some computer and electronic data equipment may be disposed of in accordance with section III of this Policy.
 - iii. Flash memory devices, such as USB thumb drives or SD cards, may be disposed of by the individual department so long as the memory does not,

nor has ever contained Town data. If the device contains Town data, it shall be turned into the IT Department for proper wiping and disposal.

- iv. Any optical media, including writable CD and DVD media, containing Town data shall be disposed by individual departments using Town shredding procedures.
- v. Any electronic data consisting of records covered by the records retention policy shall be retained until noted in the records retention policy, where storing records is no longer required or that the records have no further value.

Financial Policy 16 - Policy Review

Adopted on May 5, 2025

By their nature policies must change and evolve over time. As with any other policies, these financial policies should be subject to periodic review and revision.

The Town Council will review and affirm the financial policies contained in this document every six months.

Financial Policy 17 – Procurement Policy

Adopted on September 17, 2025

1. Purpose

This policy establishes standards of integrity when purchasing goods and services on behalf of the Town, provides for the most efficient use of taxpayers' dollars, provides for timely purchases, and follows common sense and good business practices.

2. Goals

Cost Reduction

By optimizing sourcing strategies, negotiating better deals, and implementing cost saving measures, the Town can enhance financial sustainability.

- Bulk purchasing
- Supplier consolidation
- Value engineering

Supplier Performance Improvement

Maintain a robust and reliable supply chain, fostering collaboration and improvement.

- Evaluate supplier performance with key performance indicators
 - On time delivery
 - Quality
 - Responsiveness

Process Efficiency

Optimize purchasing processes, improve efficiency, reduce cycle times, and enhance productivity.

- Eliminate bottlenecks
- Reduce manual interventions
- Automate routine tasks

3. Priorities

In selecting products and service providers, the Town considers and weighs the following criteria:

- *Pricing* - Ensure that the Town receives the required product or service at the lowest possible cost and highest value.
- *Competition* - Provide vendors an equal opportunity to sell to the Town.
- *Quality* - Using the purchasing and bidding parameters identified within this policy, it will be the intent to acquire the highest quality product and service for the Town.
- *Local Preference* – Where the required product or service is available from a local business at a competitive quality and price, the local business should be selected as the Town's vendor (see Section 10).
- *Environmentally Preferable Purchasing* - This policy will give preference to products that minimize environmental impacts over the lifetime of the product.

4. Process

To acquire the highest quality products and services at the lowest cost, the following purchasing processes will be used as described below. Thresholds by dollar amount and type of contract for these purchase types are defined in Table A – Purchasing Authority and Limits.

- *Open Market* – This method is considered an informal evaluation by the purchaser. An open market may be made without obtaining competitive quotations if the price is determined to be "fair and reasonable" by Town Staff and if the purchase is less than \$999.99.
- *Comparative Pricing* – Three (3) verbal or written quotes will be requested from qualified vendors/suppliers as determined by type of purchase/contract outlined in Table A. If the quote is verbal, the purchaser is to document the quote provided for the purchase file to include date, time, vendor name and contact information, item(s) to be purchased and amount of quote. Select the quote and vendor that provides the product or service for the lowest price and meets the required specifications. Pursuant to Table A - Purchasing Authority and Limits, a Department Director or the Town Manager shall have the authority to approve the expenditure amount and the vendor, without the need for approval by the Town Council.
- *Competitive Process* - Requests for Proposals (RFP), Invitation for Bids (IFB) and Requests for Qualifications (RFQ) will be obtained as determined by the type of purchase/contract outlined in Table A. For contract amounts under \$25,000, The Town Manager shall have the authority to approve the expenditure amount and the vendor without the need for approval by the Town Council. The Town Council shall have the sole authority to approve the expenditure amount and the vendor for contracts exceeding \$25,000.
- *Advertising* – When the competitive bid process applies, all formal RFPs, IFBs and RFQs will be advertised using the Town's electronic purchasing websites which are accessible through the Town's website.
- *Term/Duration* - For the purchase of recurring products and services, a comparative procurement process will be solicited at least every three (3) years, if not more frequently, as determined by the Town Manager.

5. Policies & Thresholds

The Town Manager shall create, approve and maintain administrative rules in compliance with the provisions of this policy for the implementation and day-to-day administration of the Town's procurement needs. The Town will develop and implement a Procurement Manual, that will be followed by Town Staff.

Payments for purchases under the Town Council threshold will not require Town Council approval for payment. Payments under contracts approved at the Town Council level will not be re-submitted to the Town Council for approval prior to payment. Any payment made by the Town above \$25,000 for any service or goods not approved by the Town Council shall be placed on a Town Council agenda for approval. If more than one invoice is placed on the Town Council agenda, a memorandum will accompany the invoices that shall include the name of the vendor, amount of invoice, and brief description of work performed.

Table A – Purchasing Authority and Limits, establishes purchasing/bidding levels and approval requirements for all acquisitions. Splitting purchases to circumvent this Policy is prohibited.

Aggregate Expenditure Amount *	Selection Authorization Required	Process Required	Contract/Purchase Order Approval & Signature
Up to \$999.99	Department Employee if delegated by Department Director	Open Market	Department Director
\$1,000 - \$4,999.99	Department Director or above – written approval	Comparative Pricing	Department Director
\$5,000 - \$24,999.99	Town Manager	Comparative (\$5,000-\$14,999); Competitive (\$15,000+)	Town Manager
Over \$25,000	Town Council	Competitive Bid	Town Council**

* The Aggregate Expenditure Amount includes all years of any contract resulting from the purchase, including all costs of the goods or services obtained from the purchase. The term aggregate does not include amounts attributable to other purchases even if they are from the same vendor.

**The Town Council shall have sole authority to approve the expenditure amount and vendor. The Town Manager, following consultation with the Town Attorney, shall have the authority to approve the form of contract. Following approval of the expenditure amount and vendor by the Town Council and approval of the contract by the Town Manager, the Town Manager is authorized to sign the contract on behalf of the Town.

6. Change Orders

Any change order which, in total, increases the aggregate acquisition cost by more than 5% will

require approval by the Town Staff person who originally approved the purchase. Additionally, any change order which increases the cost to the next dollar limit threshold will require approval of the appropriate individual/ entity at that threshold.

7. Agreement Renewal

The Town Manager is authorized to renew previously approved agreements for up to two (2) additional terms(s), provided the renewed term's price does not exceed the original contract price or the contractually agreed upon price increases, the contractor's performance remains satisfactory, and that funding is appropriated for each renewal term.

8. Exceptions

The following are exceptions to the Town's purchasing process, however purchasing authority and limits remain applicable as stated in Table A:

- *Cooperative Purchasing* - Products or services for which other public agencies have gone through a competitive bidding process and are able to have their bid prices extended to the Town, such as State Bid, GSA, etc. are exempt from the competitive bidding guidelines. The Town may also participate in joint bidding with other agencies if it is in the best interest of the Town to do so. All other guidelines for approval still apply.
- *Sole Source Purchases* - Purchase of products or services which can be provided by only one (1) supplier or only from one (1) source due to patent, copyright or other issues (such as utilities) are exempt from the competitive bidding guidelines. The Town Manager may approve waivers from the requirements of this Policy, if determined to be in the Town's best interest, and may approve sole source purchases when the proposed purchase of goods or services cannot be achieved through competitive solicitation. All other guidelines for approval still apply.
- *Emergencies* - The provisions of the Purchasing Policy may be suspended by the Town Manager for emergency needs when it's necessary to preserve public health, welfare or safety. In the event of an emergency need, the Town Council will be notified if the purchase exceeds \$25,000.
- *Insurance and Benefits* – The purchase of all insurance and benefits, including renewals or extensions and related recordkeeping services, are exempt from this Policy. Insurance and benefits will be procured in a generally competitive manner as determined by the Town Manager.
- *Utilities and other recurring monthly payments* – The purchase of utilities and other recurring monthly payments (including but not limited to water, electricity, phone, fuel, internet, etc.) are exempt from this Policy.

- *Legal and Investigation Services* – Outside legal services, including related services, obtained by the Town are exempt from this Policy.
- *Intergovernmental Agreements* – Goods or services obtained from, or payments made to other governmental or quasi-governmental entities pursuant to approved intergovernmental agreements are exempt from this Policy.
- *Pass Through Funding/On-Call Engineering* – The purchase of goods or services to be funded solely by user fees paid directly for those goods or services are exempt from this Policy.

9. Contractor's Bonds

Any persons, companies, firms, or corporations entering into a contract with the Town for the construction of any public building or the prosecution or completion of any public work, or for repairs upon any public building or public work in excess of ten thousand dollars (\$10,000.00), shall be required, before commencing work, to execute, in addition to all bonds that may now or hereafter be required of them, a penal bond, with good and sufficient surety or sureties, to be approved by the Town Council, conditioned that such contractor or contractors shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing them or their contractor or subcontractors with labor or materials, used or performed in the prosecution of the work provided for in such contract, and will indemnify the Town to the extent of any and all payments in connection with the carrying out of such contracts which the Town may be required to make under the law.

10. Conflict of Interest

Neither the Town Council or any employee of the Town shall have any personal beneficial interest, either directly or indirectly, in any purchase made by the Town or in any firm, corporation, or association furnishing or bidding on any such purchase, except upon full disclosure and approval of such interest to the Town Manager or Town Council, according to the expense thresholds listed in Table A. All Town Council conflicts of interest must be disclosed to and approved by the Town Council.

11. Local Business Preference

A "local business" is a business: (a) with a location within the corporate limits of the Town;(b) possesses a valid Town business license; and (c) in compliance with the Town's sales and use tax code.

Local purchases provide the best value to the Town in terms of customer service and supporting the local economy. If the purchase of goods or services is \$5,000 or less (aggregate cost), and the pricing, specifications, quantity and quality are comparable and in the best interests of the Town, then the goods or services should be obtained from the local business.

12. General Provisions

This Policy is strictly reserved for the use of the Town. The Procurement Policy does not create any rights or benefits in favor of any prospective or actual Town vendor, and nothing contained herein shall give or allow any claim or right of action against the Town. The Town's decisions are final and not subject to any type of appeal or right to re-consideration.

2026 - 2030

CAPITAL IMPROVEMENT PLAN

FINAL DRAFT



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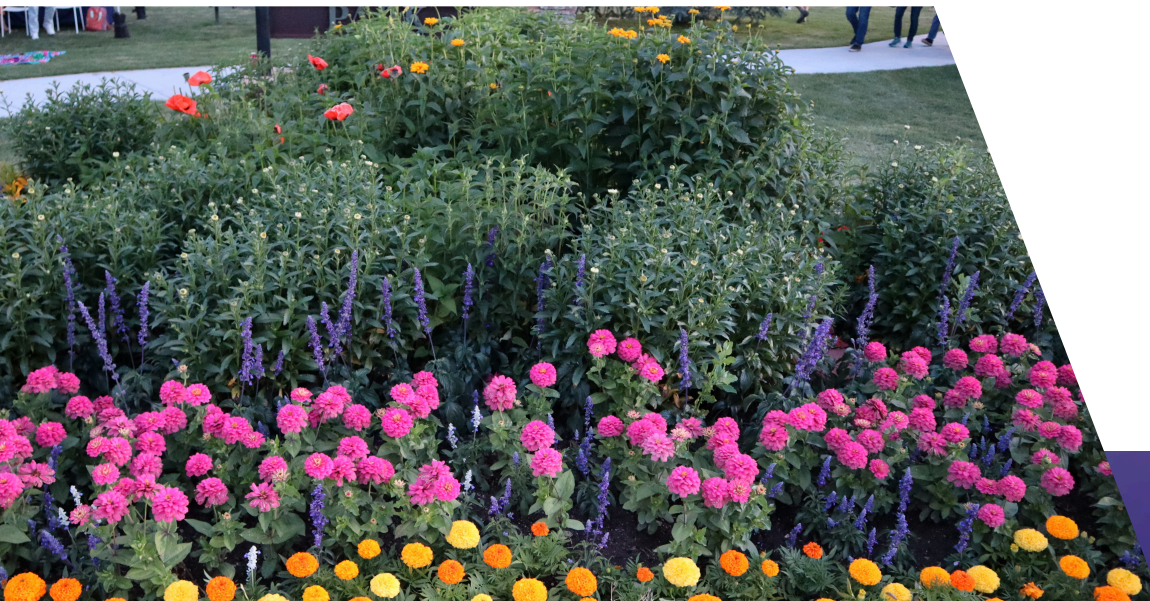
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Capital Projects Revenue



Executive Summary

Introduction:

Monument's Five-Year Capital Improvement Plan (CIP) serves as a planning tool to assist the Town in managing large capital investments over the course of a 5-year period. The basic functions of the CIP are to:

- Provide the Town with an orderly process for planning and budgeting capital needs,
- Provide a mechanism for evaluating projects based on goals established through the community planning process; and,
- Prioritize current and future needs to fit within the Town's anticipated level of financial resources.
- Projects are categorized by type: Public Works (Streets, Facilities, Fleet, and Parks) Storm Water, General Fund, and Police in the Town of Monument. A capital asset or capital project is defined as a purchase or facility improvement of \$5,000 or more with a useful life of one year or more.

Looking Ahead to the 2026-2030 CIP

Over the next five years and beyond, the Town will continue to experience a considerable increase in population, particularly along Jackson Creek Parkway area.

New business and retailers will be coming online. With Monument 2040 leading the way with our comprehensive plan.

Additional family housing development continues to be built, as the Town looks additional annexation opportunities.

Communication and planning around the new Public Works and Police facilities have begun. Inquiry about what will be needed to support the future of the town for a facility stand point.

Public Participation

The Town encourages members of the Monument community to review and comment on the CIP. As part of the planning process the Town included the Community Service Level Advisory Committee (CSLAC) and a Final Draft to the Town Council prior to adoption.

Project Evaluation

While in the past, the CIP was presented in combination with the budget; moving forward the Town will present and evaluate Capital Improvement Plans.

Examples of evaluation of criteria:

- The benefit to public safety
- ADA requirements
- Compatibility with other internal and external projects
- Urgency based on liability and cascading impacts of delays

Financial Summary

Revenue for the CIP comes from various sources, including tax revenue. There are four primary tax revenues that are collected by the Town. The Town is Home Rule Municipality and is Self-Collecting its sales tax. Other taxes can also be used to fund capital projects.

Sales Tax

The Town of Monument has a Sales Tax rate of 3.5%. This is broken down with 0.5% going directly to the Police department as part of the 2F Police funding initiative. The Tax is then split down by location paying 50% of taxes collected in the Triview Metro district area directly to the Metro district via the Inter-Governmental Agreement (1987). After the split to the metro district, 1% of the remaining is allocated to the 2A water fund for protecting/purchasing water rights and water infrastructure. The remaining tax is allocated to the General Fund allowing the Town Council and Monument leadership to allocate towards Town projects.

El Paso County Motor Vehicle Sales & Use Tax

El Paso County remits a monthly payment to the Town of Monument for all Sales and Use Tax relating to the sale and registration of motor vehicles.

PPRBD Use Tax

Pikes Peak Regional Building Department remits Use Tax from the building and expansion of property.

Property Tax

In 2026 the Town of Monument has a Mill Levy rate of 5.57.

Other Taxes

Monument receives other taxes such as tobacco tax and bag fees relating to the use of bags in grocery stores.

Impact Fees:

Town of Monument is undergoing current Impact Fee Studies to identify where the Town can increase its impact fees to assist with the growth and development within the Town.

Under the Growth Management Act, Towns are authorized to impose impact fees on development activity to finance certain public facility improvements that are addressed by the Comprehensive Land Use Plan.

List of Town Officials

The Town of Monument is a home rule municipality governed by a Town Council consisting of a mayor and six councilmembers. Members of the Town Council are elected to serve four-year terms, unless shortened terms are necessary to maintain staggered positions. All seven officials have voting powers. Two councilmembers and the mayor are elected at-large, and two councilmembers are elected from each of the two residential districts. Town Council Meetings. Elections occur in November of even numbered years.

- Regular meetings are held on the 1st and 3rd Monday of each month at 6:30pm.
- If the meeting falls on a holiday, the meeting will be held the following Tuesday.
 - [2025 Town Council Meetings calendar](#)
- Meetings are open to the public to attend in-person at Monument Town Hall (645 Beacon Lite Rd)
- Remote participation is available via Microsoft Teams and telephone – links, phone numbers, and meeting details can be found at the top of each agenda
- Agendas and council packets can be found on the public portal: monumentco.portal.civicclerk.com

Town Council responsibilities include:

- Adopt ordinances that become local law through the Municipal Code
- Adopt resolutions confirming consensus on matters of public policy or for internal administrative purposes
- Approve the budget, budget appropriations, and strategic priorities
- Approve contracts and agreements above \$25,000
- Approve land use decisions
- Approve ballot questions and issues
- Approve the Town's Comprehensive Plan
- Appoints the Town Manager, Town Attorney and Municipal Judge

The following is a list of Town Administration Executive Leadership

Madeline VanDenHoek
Robert Cole
Patrick Regan
Jennifer Phillips
Dan Ungerlieder
Tom Tharnish

Town Manager
Town Attorney
Police Chief
Finance Director
Planning Director
Public Works Director



Vision Statement

Situated at the gateway to the Pikes Peak region, the Town of Monument stands out as a friendly, close-knit community that offers both a sense of small-town charm and access to the conveniences and amenities of modern living. In recent years, the popularity and opportunities available in this area of Colorado, including Monument, have resulted in significant growth and development.

Amidst this change, the vision and commitment of the Town of Monument remains steady:

To ensure a safe, welcoming and productive community that empowers individuals and families to prosper together and enjoy the quality lifestyle that they desire.

Forecasting into the future, Monument will remain prepared and capable of balancing responsible growth and development while continually meeting the needs of its residents and preserving its unique small-town character all have come to admire and appreciate, including protecting the inspiring natural surroundings which the community values and respects.

Because of our Vision, the Town of Monument will always do the following things:

- Set conditions for responsible and thoughtfully planned community growth, while maintaining Monument's small-town charm and appeal.
- Protect Monument's natural resources and beauty while enabling community enjoyment of open spaces and recreation opportunities.
- Ensure cooperative, transparent and inclusive Town governance.
- Deliver professional, high-quality town services that the community deserves and expects.
- Consider the interests and perspective of Monument's neighboring communities and residents.

Town of Monument

STRATEGIC PRIORITIES

2026-2028



STRENGTHEN COMMUNITY ENGAGEMENT:

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



ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY:

Take steps to support long-range financial health, forecasting and sustainability to ensure efficient and resilient town services and invest in the Monument community.



ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT:

Establish clear and accountable plans, processes and procedures that create positive conditions for responsible and enduring community development and growth.



REINFORCE A POSITIVE WORK CULTURE:

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



2026 Capital Projects and Asset Replacement

Due to the financial challenges facing the Town in 2026, General Fund capital projects are limited to immediate needs. Other funds, such as the Water, 2A, 2F and Capital Projects funds continue to provide funding for capital projects.

Below is a list with a description of each project in 2026 totaling \$12,060,500:

259 Reinforce Foundation	Facilities	\$200,000
Overhead doors at PW Shop	Facilities	\$25,000
PW Shop insulation & building repairs	Facilities	\$100,000
Town Hall Parking lot	Facilities	\$15,000
Town Hall Front Steps & façade repairs	Facilities	\$25,000
Roof at Town Hall	Facilities	\$90,000
2nd streetlights	Parks	\$5,000
Heart of Monument Park	Parks	\$492,000
Monument Lake Trail ADA Improvements	Parks	\$15,000
Public Works Vehicles	Parks	\$73,500
Public Works Vehicles	Streets	\$73,500
Water Vehicles	Water	\$73,500
Crack seal Machine	Streets	\$55,000
Town Hall Roof	Facilities	\$90,000
Tire Balance Machine	Fleet	\$5,000
Zero Turn Mower	Parks	\$14,000
Curb, Gutter, Concrete	Capital Project Fund	\$500,000
Asphalt Repairs	Capital Project Fund	\$500,000
Water Tank & Transmission	2A Water	\$5,000,000
Renewable Water	2A Water	\$2,000,000
259 Building repairs	2A Water	\$50,000
Street & Pavement Design Criteria	Traffic Impact	\$100,000
Valve & Pipeline replacement	Water	\$600,000
Booster Station Upgrade	Water	\$40,000
Generator for Wells 4/5, 10	Water	\$500,000
Pipeline project on Beacon Lite Road	Water	\$750,000
Parks / Open Space Improvements	Conservation Trust Fund	\$60,000
Vehicles	Police Department	\$369,000
Axon Contract	Police Department	\$40,000

2026-2030 Capital Projects Program

Project name	2025	2026	2027	2028	2029	2030	Total
259 Reinforce Foundation	\$50,000	\$200,000					\$ 250,000
Parking lot repave at 259				\$100,000			\$ 100,000
Overhead doors at PW Shop	\$7,000	\$25,000					\$ 32,000
PW Shop insulation & building repairs	\$75,000	\$100,000					\$ 175,000
Town Hall Parking lot	\$15,000	\$15,000					\$ 30,000
Town Hall Front Steps & façade repairs		\$25,000					\$ 25,000
Roof at Town Hall		\$90,000					\$ 90,000
New Public Works shop	\$500,000					\$22,000,000	\$ 22,500,000
New Public Works shop Land						\$30,000,000	\$ 30,000,000
Shade at Water wise garden			\$120,000				\$ 120,000
Exercise equipment along Santa Fe trail				\$200,000			\$ 200,000
ADA at Cemetery - street & entrance			\$500,000				\$ 500,000
2nd street lights		\$5,000	\$5,000	\$5,000	\$5,000		\$ 20,000
Wayfinding signage in DT & Hwy 105				\$45,000			\$ 45,000
Gateway arch over 2nd street						\$200,000	\$ 200,000
ADA Path at Dirty Woman Creek Park	\$12,000		\$25,000				\$ 37,000
Replace split rail fence in Dirty Woman Creek Park			\$23,000				\$ 23,000
Dirty Woman Creek Park playground			\$500,000				\$ 500,000
Community Garden				\$10,000			\$ 10,000
Repairs at Pioneer Hall in Lavelett			\$30,000				\$ 30,000
Fence repair at Lavelett			\$25,000				\$ 25,000
Lighting at Limbach Park					\$25,000		\$ 25,000
Limbach Wall					\$60,000		\$ 60,000
Replace tot lot playground at Limbach					\$300,000		\$ 300,000
Pavilion at Limbach			\$100,000				\$ 100,000
Monument Lake Trail ADA Improvements	\$15,000	\$15,000					\$ 30,000
Monument Lake Stairs				\$4,000			\$ 4,000
Pavilions at Monument Lake				\$50,000			\$ 50,000
Purchase & develop land behind Monument Lake					\$500,000		\$ 500,000
Trail around Monument Lake						\$300,000	\$ 300,000
Town entrance signage & Phase 1 of Old Park n Ride			\$50,000				\$ 50,000
Restroom at Old Park n Ride				\$250,000			\$ 250,000
New town entrance (old Park n Ride), Phase 3							\$ -
Pickleball Courts				\$200,000			\$ 200,000
Park Trail Park improvements				\$500,000			\$ 500,000
Rebuild In-Fields at Santa Fe Ball Park			\$10,000	\$10,000	\$10,000	\$10,000	\$ 40,000
Bleachers				\$10,000			\$ 10,000
Frieghtliner - Bucket Truck	\$93,470						\$ 93,470
Frieghtliner - Bucket Truck	\$93,470						\$ 93,470
Frieghtliner - Bucket Truck	\$46,735						\$ 46,735

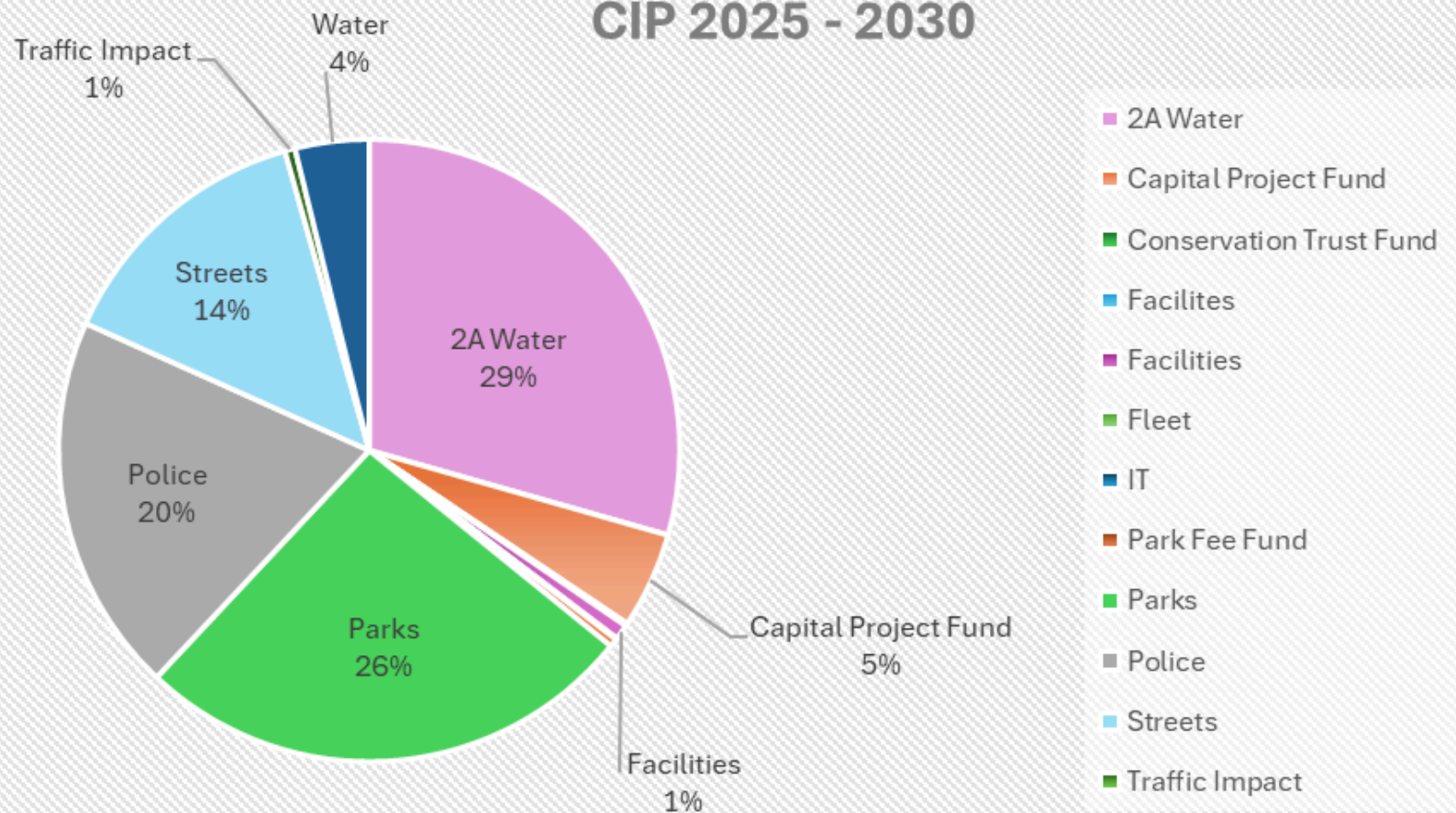
2026-2030 Capital Projects Program

Project name	2025	2026	2027	2028	2029	2030	Total
Smart Systems	\$10,796						\$ 10,796
Public Works Vehicles	\$70,000	\$73,500	\$77,175	\$81,034	\$85,085	\$89,340	\$ 476,134
Public Works Vehicles	\$70,000	\$73,500	\$77,175	\$81,034	\$85,085	\$89,340	\$ 476,134
Water Vehicles	\$70,000	\$73,500	\$77,175	\$81,034	\$85,085	\$89,340	\$ 476,134
Toro Dingo	\$53,446						\$ 53,446
Crackseal Machine		\$55,000					\$ 55,000
Town Hall Roof		\$90,000					\$ 90,000
Tire Balance Machine		\$5,000					\$ 5,000
Zero Trun Mower		\$14,000					\$ 14,000
Curb, Gutter, Concrete		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$ 2,500,000
Asphalt Repairs		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$ 2,500,000
Jackson Creek Widening	\$675,775						\$ 675,775
Water Tank & Transmission	\$3,000,000	\$5,000,000					\$ 8,000,000
Renewable Water	\$2,000,000	\$2,000,000					\$ 4,000,000
259 Building repairs	\$750,000	\$50,000					\$ 800,000
Street & Pavement Deign Criteria	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$ 600,000
Valve & Pipeline replacement	\$600,000	\$600,000					\$ 1,200,000
Booster Station Upgrade	\$200,000	\$40,000					\$ 240,000
Generator for Wells 4/5, 10	\$445,000	\$500,000					\$ 945,000
Pipeline project on Beacon Lite Road	\$650,000	\$750,000					\$ 1,400,000
Playground Heart of Monument		\$492,000					\$ 492,000
Parks / Open Space Improvements		\$60,000					\$ 60,000
Rebuild Skatepark			\$200,000				\$ 200,000
Pump Track				\$100,000			\$ 100,000
Trail Connections			\$100,000	\$100,000	\$100,000		\$ 300,000
Design of Pedestrian bridge over I-25			\$200,000				\$ 200,000
Pedestrian bridge over I-25					\$20,000,000		\$ 20,000,000
Sports Field					\$4,000,000		\$ 4,000,000
Town entrance signage & Phase 2 of Old Park n Ride							\$ -
Downtown Streetscape				\$5,000,000	\$5,000,000	\$5,000,000	\$ 15,000,000
Monument Lake Road			\$150,000				\$ 150,000
Town Hall Camera Replacement Prjoect			\$40,000				\$ 40,000
Access Control Replacement/Standardization (All buildings)			\$188,000				\$ 188,000
ADA Trail improvements							
Server replacements (V-Host) (2)			\$11,600				\$ 11,600
Tripplite Battery Backup for IT Room (3 devices - SU3000RTXR3U)			\$8,790				\$ 8,790
Backup Battery for 255 and 259 IT Equipment			\$5,000				\$ 5,000

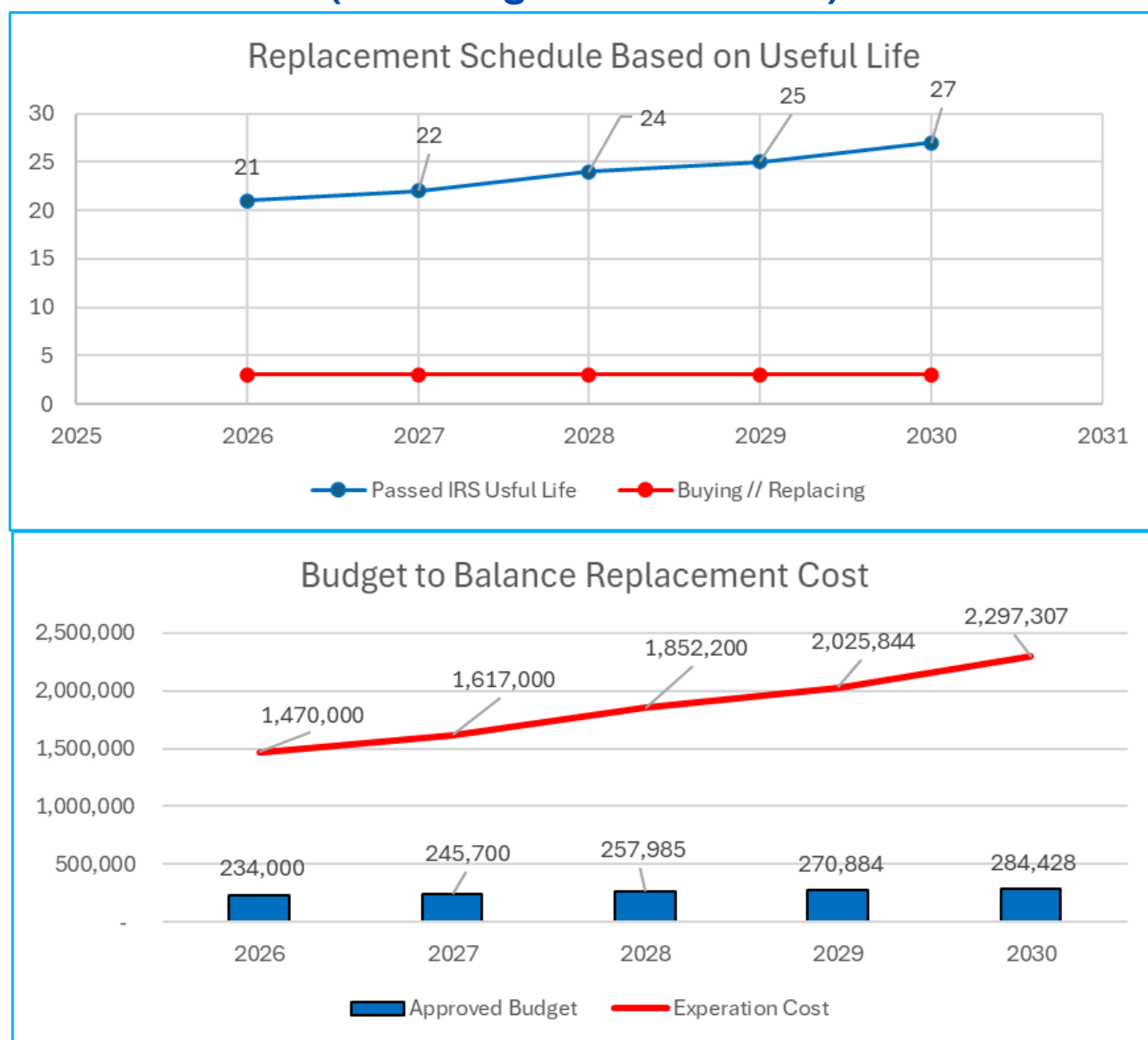
2026-2030 Capital Projects Program

Project name	2025	2026	2027	2028	2029	2030	Total
New Police Facility		\$ -	\$ -	\$ -	\$ -	\$ 20,000,000.00	\$ 20,000,000
Facility Plan		\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ 200,000
UTV		\$ -	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 35,000
Drones & Accessories		\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 25,000
Vehicles		\$ 369,000.00	\$ 376,380.00	\$ 383,907.60	\$ 391,585.75	\$ 399,417.47	\$ 1,920,291
Axon Contract		\$ 40,000.00					\$ 40,000
Police Fence	\$ 65,000.00						\$ 65,000
Flock safety Cameras		\$ -	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 35,000
Total	9,667,691	11,860,500	3,999,295	8,606,009	31,746,842	79,277,437	145,157,774

CIP 2025 - 2030



Public works - Useful Life Schedule (Including Water Vehicles)



Useful life schedules explained:

The five graphs (Useful Life 2026 – 2030) represent the Town of Monuments current health of the vehicles relating to the Town’s General Fund. These charts assume that the Town will replace a minimum of three vehicles per year while abiding by the Internal Revenue Service’s qualification of useful life.

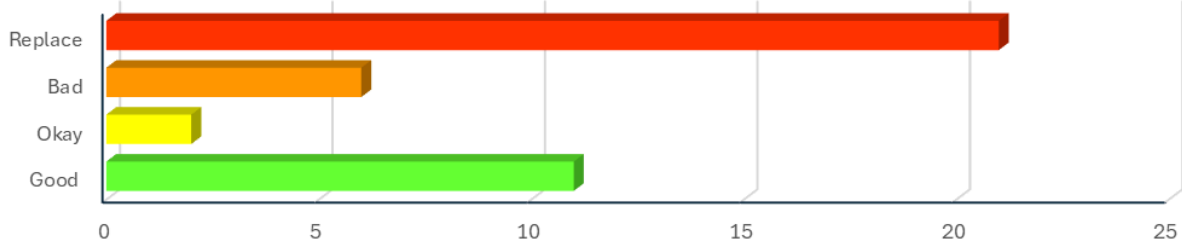
The “Budget to Balance replacement cost” & “Replacement schedule based on useful life” reflects the costs related to the replacement of the number of vehicles each year needed to maintain a healthy fleet. As the need for these replacements grow, the Town has created replacement fund accounts to start growing funds to allow for these replacements to happen when the vehicle has reached the point which the Internal Revenue Service’s deems it to be outside of its useful life. The Town does maintenance and operates on these vehicles regularly and will identify outliers in the data; vehicles that may need to be replaced soon or later than the recommended life.

These graphs are encompassing of the Town’s Water Enterprise fund as there is a lot of overlap in departmental need for the type of vehicles and equipment that is used. This will be addressed in future years with the Town moving forward with the new Water Master Plan.

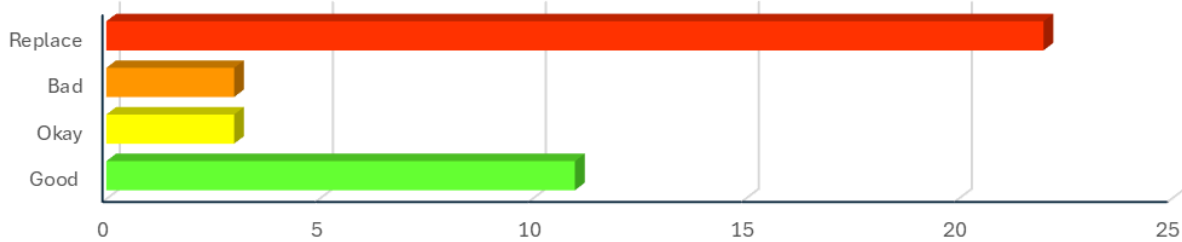
Public works - Useful Life Schedule (Including Water Vehicles)

11

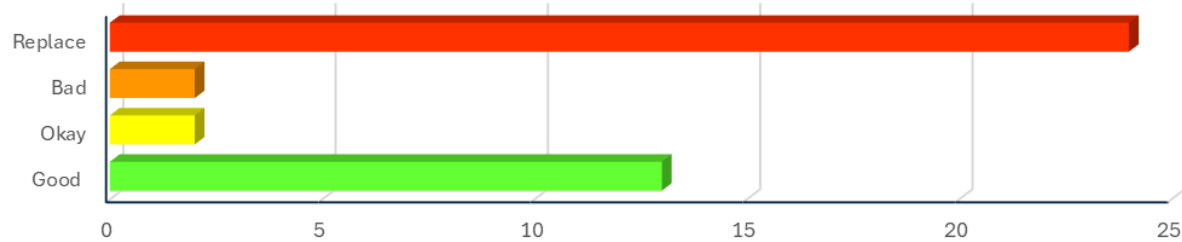
Public Works Vehicles 2026 (Useful Life)



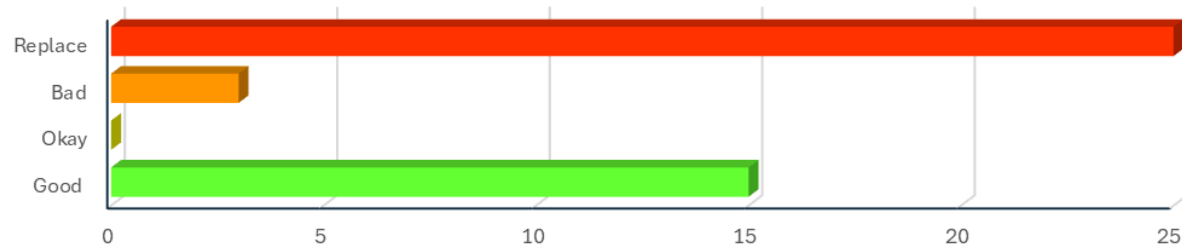
Public Works Vehicles 2027 (Useful Life)



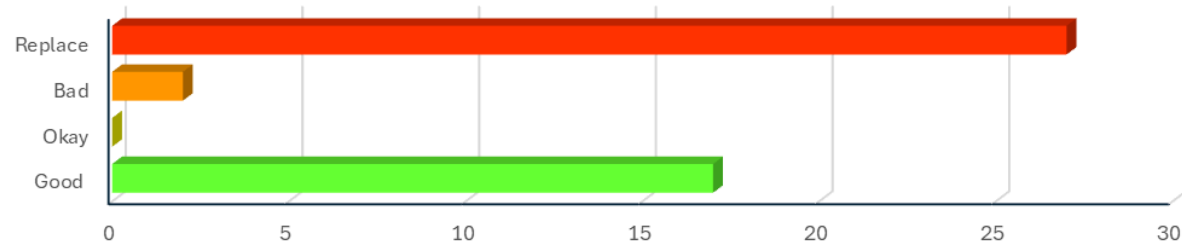
Public Works Vehicles 2028 (Useful Life)

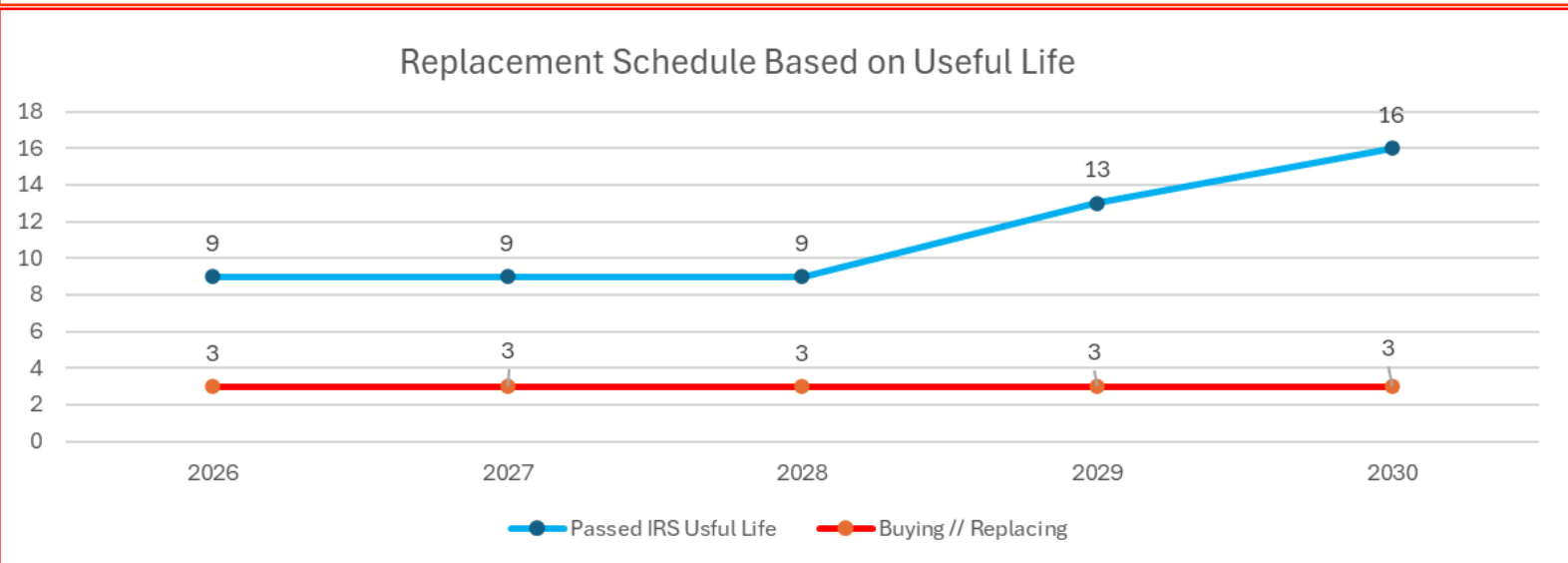
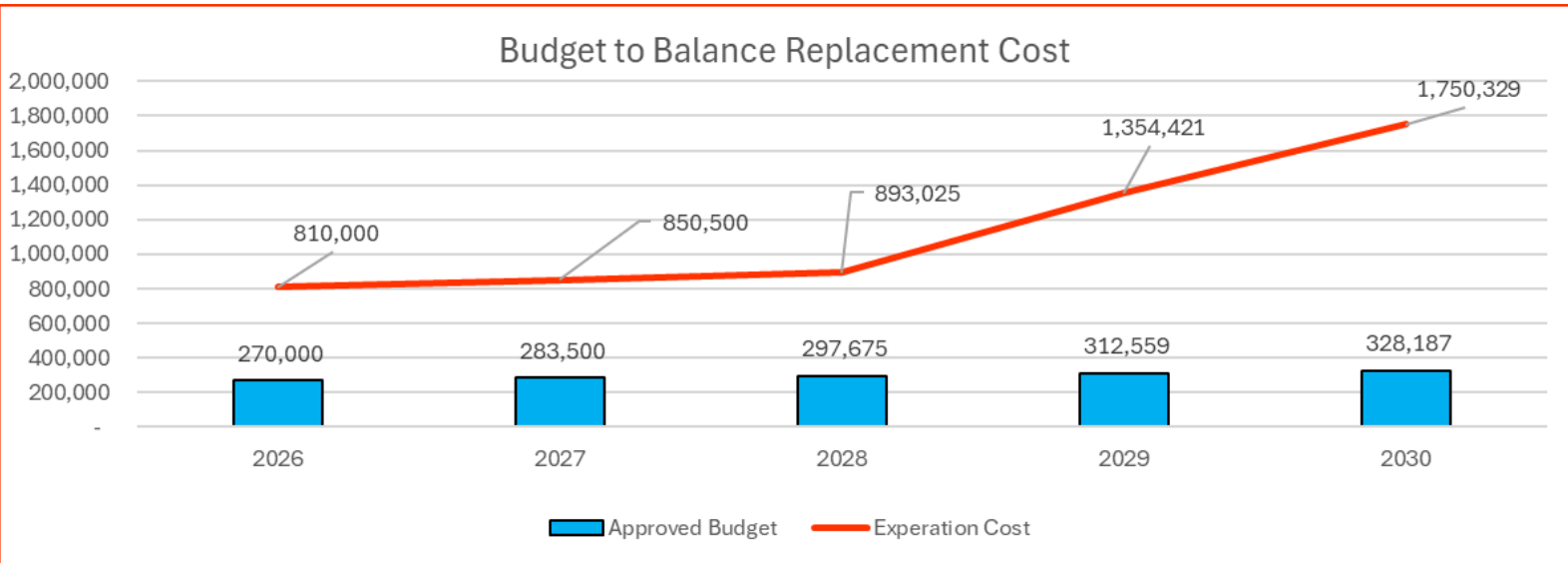


Public Works Vehicles 2029 (Useful Life)



Public Works Vehicles 2030 (Useful Life)



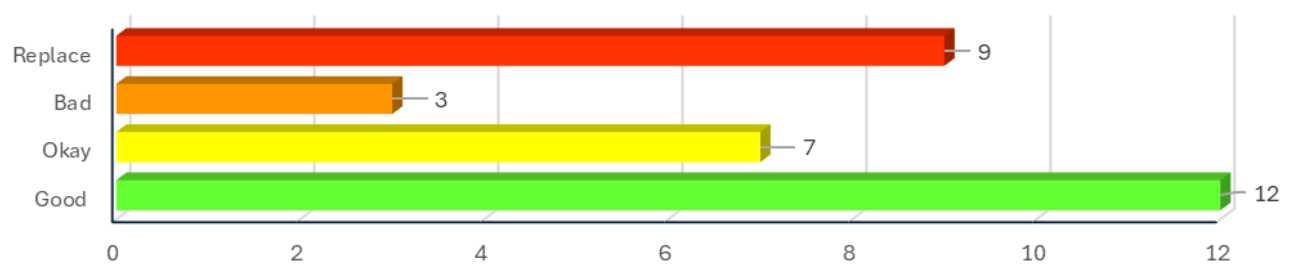


Useful life schedules explained:

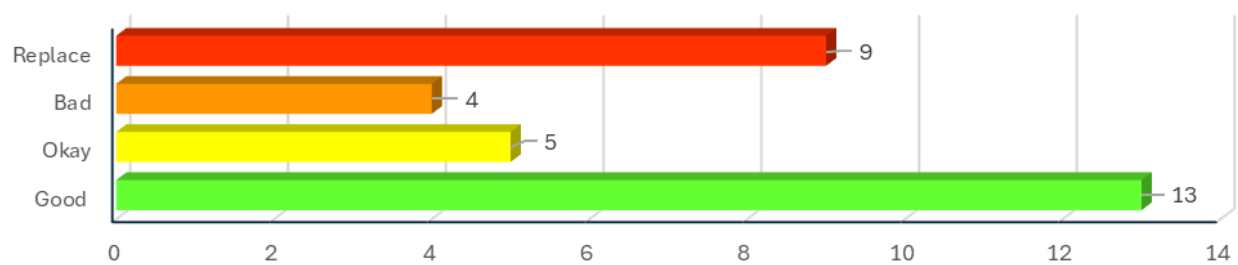
The five graphs (Useful Life 2026 – 2030) represent the Town of Monuments current health of the vehicles relating to the Police Department. These charts assume that the Town will replace a minimum of three vehicles per year while abiding by the Internal Revenue Service’s qualification of useful life.

The “Budget to Balance replacement cost” & “Replacement schedule based on useful life” reflects the costs related to the replacement of the number of vehicles each year needed to maintain a healthy fleet. As the need for these replacements grow, the Town has created replacement fund accounts to start growing funds to allow for these replacements to happen when the vehicle has reached the point which the Internal Revenue Service’s deems it to be outside of its useful life. The Town does maintenance and operates on these vehicles regularly and will identify outliers in the data; vehicles that may need to be replaced soon or later than the recommended life.

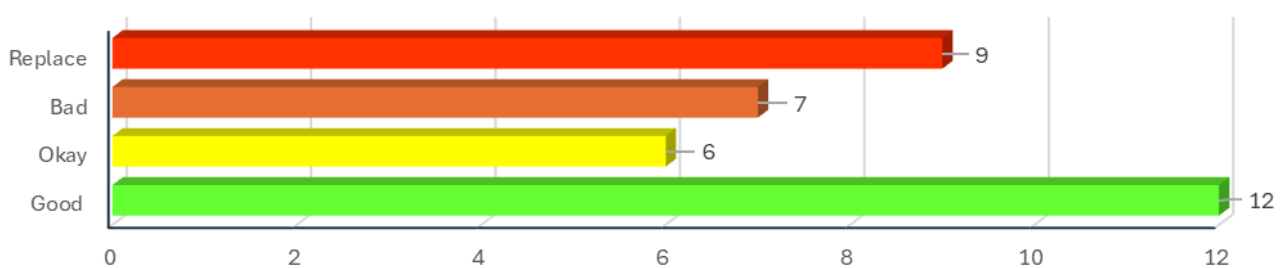
Police Vehicles 2026 (Useful Life)



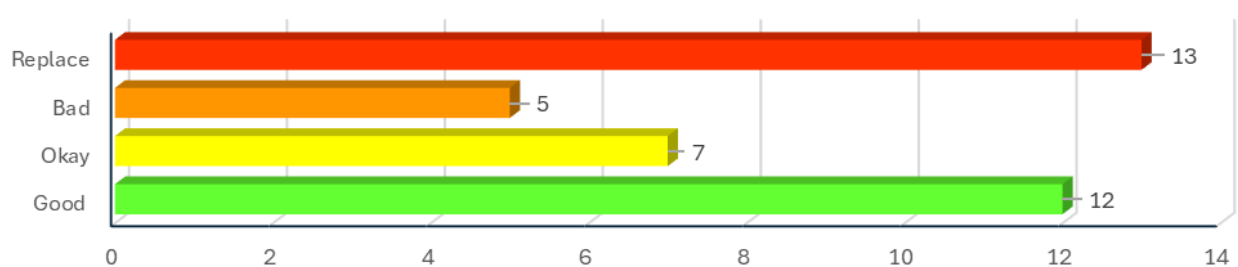
Police Vehicles 2027 (Useful Life)



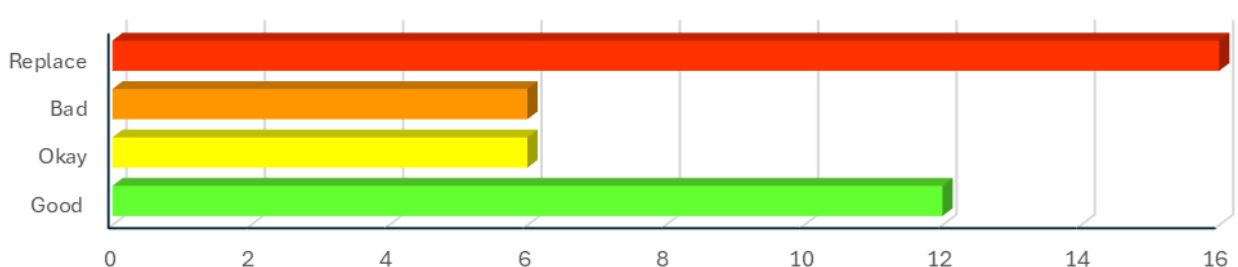
Police Vehicles 2028 (Useful Life)



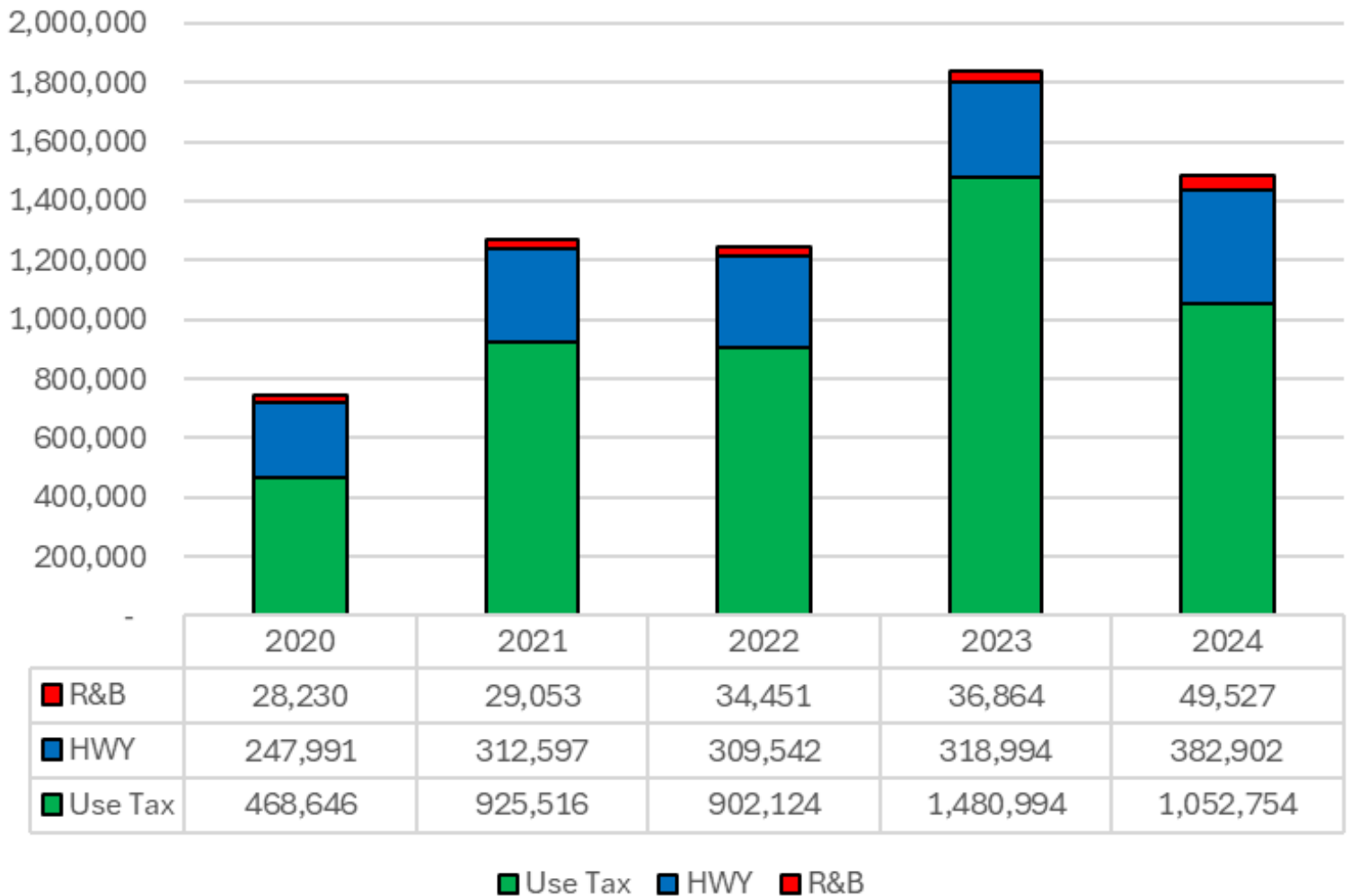
Police Vehicles 2029 (Useful Life)



Police Vehicles 2030 (Useful Life)



Capital Project Revenue 2020 - 2024



Capital Project Funds are specifically designated for the acquisition, construction and or improvement of Capital Assets and Capital Improvements. While generally street maintenance is a large part of the capital project funds for any municipality; however, the primary focus of these funds is to focus on a grander scale and enhance the infrastructure and services provided by the Town of Monument.

Capital Projects are usually funded by specific sources for these specific projects. The Town of Monument's funding for specifically Capital Project is "Use Tax", "Highway User Tax", "Road & Bridge Tax", and "Grant Revenues". These funds are subject to specific requirements to allow the Town to be transparent, hold accountability and be the proper stewards of public funds.

In the graph represented above is the Town of Monument's revenues from 2020 - 2024 for these specific funds. These revenue streams tie directly to the growth and development that residents will see within the Town limits.



MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: November 17, 2025
RE: Americans with Disabilities Act Self-Assessment Public Review and Comment Period

BACKGROUND:

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

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

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

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

On April 7, 2025, the Town Council authorized a contract with Accessibility Consulting Partners, Inc., to provide an ADA self-assessment and transition plan.

DISCUSSION

Over the past six months, Accessibility Consulting Partners, Inc and Town staff have been working together assessing the Town's current existing conditions related to accessibility. Four reports have been

prepared by Accessibility Consulting Partners, Inc., which provide a comprehensive assessment of the Town's:

- Facilities and Parks – Physical and architectural assessments identifying barriers to access in Town-owned buildings, parks, and recreation sites, with corresponding recommendations. A separate report was prepared for the Triview Metropolitan District.
 - Public Right-of-Way (PROW) – Evaluation of sidewalks, curb ramps, crosswalks, and other pedestrian facilities using the proposed Public Rights-of-Way Accessibility Guidelines (PROWAG). This is a very detailed database that is not included in this report but will be made to the public for review.
- Website and Digital Services – Review of the Town's website and online platforms for accessibility and conformance with WCAG standards.
- Policies and Practices – Review of administrative policies, procedures, and emergency plans to ensure they provide equal access and reasonable modifications for individuals with disabilities.

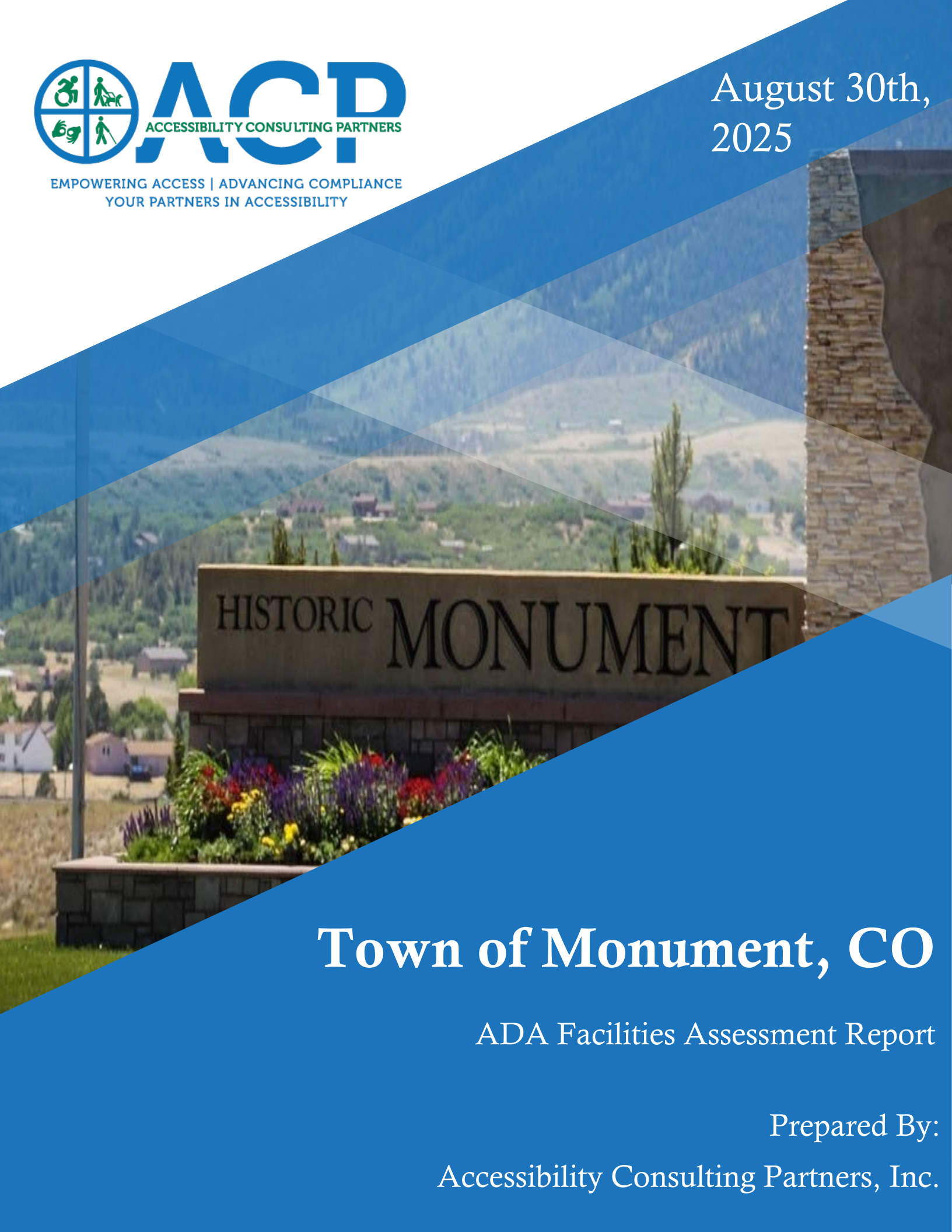
The Department of Justice requires the Town to provide the public with an opportunity to review and comment on these assessments. Therefore, staff are presenting the reports to the Town Council for awareness and feedback and will post all reports on the Town's website for a minimum of 30 days, as required.

Upon completion of the public review process, Town staff will work with Accessibility Consulting Partners, Inc., to create a transition plan which will identify all deficiencies, required projects, priorities and a schedule to eliminate barriers to accessibility with the Town.



EMPOWERING ACCESS | ADVANCING COMPLIANCE
YOUR PARTNERS IN ACCESSIBILITY

August 30th,
2025



Town of Monument, CO

ADA Facilities Assessment Report

Prepared By:
Accessibility Consulting Partners, Inc.

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DRAFT

INTRODUCTION

Monument, CO has partnered with Accessibility Consulting Partners, Inc. (ACP) to evaluate the accessibility of town-owned facilities, ensuring compliance with Title II of the Americans with Disabilities Act (ADA).

Starting on Monday, May 5th, 2025, ACP embarked on a comprehensive data collection process. This involved capturing photos, taking measurements of objects and ground surfaces near pedestrian pathways, and accessible routes to and from the facilities, built-in-elements, rooms and spaces, general site elements, plumbing elements, and accessibility elements throughout the facilities. ACP's mission was to gather data, assess ADA adherence, present its findings, and provide recommendations to resolve findings of deficiencies.

The ensuing Assessment Report encapsulates all observations made during this thorough analysis. It incorporates the Transition Plan Data Table (TPD) – an exhaustive compilation of all data presented in a user-friendly Microsoft Excel format. This table is designed to be easily navigated, allowing users to pinpoint specific elements and sectors within the assessed areas.

It is worth highlighting that ACP was not tasked with providing engineering or architectural remedies for the issues pinpointed. Due to the nuanced nature of ADA Standards, our suggestions are general. Furthermore, ACP doesn't possess the jurisdiction to implement ADA guidelines and guarantees the confidentiality of this report, sharing its contents solely with our client.

This thorough assessment was designed to identify any accessibility barriers located within the town's facilities. ACP closely examined these areas and highlighted conditions that might affect how people access the town's services. The criteria used for the assessment comes from the 2010 ADA Standards for Accessible Design.

Crucially, Title II stipulations do not mandate that every facility be wholly accessible. Some conditions might deviate from ADA Standards but currently do not impede access to town services. Such cases might see a deferred action in the town's Transition Plan.

DATA COLLECTION METHOD

Before initiating the data collection process, the town provided ACP with a comprehensive list of its facilities to be evaluated. ACP then integrated this information into its advanced data collection software. When ACP's data collectors were on site, they used a mobile application to input succinct descriptions that pinpoint the location of specific elements within each facility. Such descriptions might highlight a building's floor level or the identifying number of a neighboring room, facilitating a clearer understanding of each element's position.



Equipped with a range of modern tools— including smart levels, tape measures, door-force gauges, and electronic devices— ACP’s data collectors meticulously documented potential areas of non-compliance. Their contextual and detailed photographic evidence serves primarily to aid the analytical process. To determine compliance, these visuals and data points are measured against the nuanced criteria set out in the ADA Standards, which occasionally provide exceptions based on specific scenarios.

Within ACP’s lexicon, individual measurements or observations are termed “attributes”. A single item, like a hand dryer, can possess multiple attributes. Certain attributes carry explicit criteria, like specific height or slope percentages. This allows for an exact comparison between the present condition and the ADA Standards to determine compliance. In some cases, however, a combination of multiple attribute values are required for this evaluation. Attributes used for these comparative purposes are labeled “Info” within ACP’s system. As an illustration, the total number of parking spaces in a facility is an “Info” attribute. It’s essential to verify if the count of accessible and van-accessible spaces aligns with the ADA’s standards. If one attribute of an element is found non-compliant, the entire element is categorized as such.

Attributes that involve a direct one-to-one comparison are automatically evaluated for compliance via ACP’s software. Conversely, when multiple attributes come into play for an assessment, specialized accessibility analysts from ACP review the data meticulously.

SUMMARY OF FINDINGS

ACP’s experts meticulously examined all features where immediate compliance determination was elusive. They made informed decisions, refined the database with their findings, and provided remediation suggestions. Alongside, they reference the ADA Standards— or other relevant guidelines when necessary— estimated the complexity of mitigations and prioritized the findings accordingly in the database.

In some cases, it might be wiser to relocate a program out of an inaccessible area or adapt practices instead of eliminating a physical obstacle. While ACP can offer insights, the responsibility for such pivotal decisions remains outside our purview.

The final draft of the Transition Plan Data Table includes **823** attributes, each representing a measurement or observation made by data collectors. Of these, **601** were identified as non-compliant. Furthermore, when an element had one or more attribute findings, these were consolidated into element-based findings, resulting in a total of **437** element-based findings.

This report contains pictures and descriptions of the common findings during the assessment. A few of the common findings include ADA-accessible parking signs that were too low or not provided, opening forces on doors that were too high, door closing speeds that were too fast, parking spaces and access aisles being located on slopes that exceeded the maximum slope



allowed, protrusions that extended too far into the circulation path, and operable parts that were located outside of reach ranges. The provided Microsoft Excel data table file includes recommendations for each of the findings.

RECOMMENDATION

ACP understands that the sheer volume of non-compliant findings can initially appear daunting. We advise the town to methodically review each observation, gauge its urgency level, calculate repair and barrier removal costs, and allocate responsibility, which often can be delegated to various town departments. Typically, organizations prioritize simple, cost-effective corrections, such as adjusting signage to proper heights, repositioning coat hooks, or tweaking grab bar placements in restrooms.

However, when achieving accessibility involves substantial renovation or structural changes, meticulous planning and coordination become paramount. On the other hand, when architectural modifications prove challenging, alternative solutions might provide access to services and programs, potentially saving substantial costs.

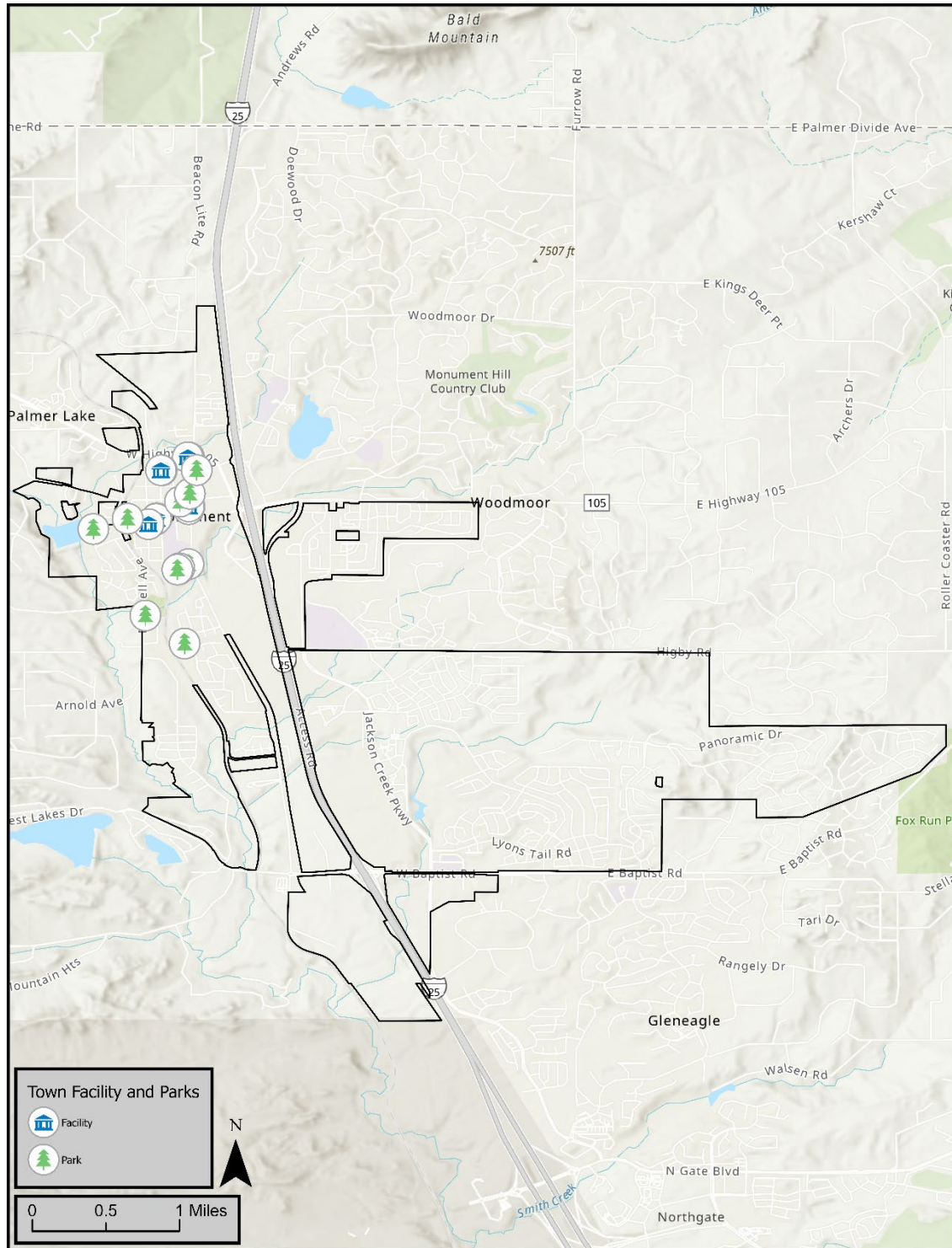
At the heart of ACP's guidance for barrier mitigation is the principle: address the straightforward barriers promptly while understanding that more intricate challenges may need extended planning, resource pooling, and budgeting.

ACP proposes a bifurcated strategy for barrier resolution. Begin immediate corrective measures for issues the town's maintenance department can manage internally. Concurrently, undertake comprehensive evaluations of major physical barriers, devise solutions, and earmark budgets for significant architectural improvements.



ASSESSED AREAS

The following map identifies the scope of the area that was inspected, including 13 Facilities and Parks.



COMMON OBSERVATIONS/FINDINGS

The following table represents common non-compliant findings identified during the assessment. A complete list of all non-compliant findings is provided in the attached Microsoft Excel Transition Plan Data Table included in the delivery of the Facility Assessment Report.

Location/Description	Element	Attribute	Total Count Non-Compliant
Parking	Parking Space & Access Aisle	Slope, maximum	18
Walkway	Walking Surface	Slope, cross	3
	Walking Surface	Firm, stable, slip resistant?	20
Signage	Signage, Designation	Signage location?	15
Protrusions	Protrusion	Dim, depth	22
Reach Ranges	Operable Part	Dim, height	44
Door/Gate	Door/Gate	Closing Speed	23
	Door/Gate	Opening Force (interior and exterior doors)	22
Restrooms	Water Closet	Dim, sidewall to centerline	7
	Grab Bar Side	Dim, to object above grab bar	2

FACILITIES ASSESSED

The inspection of facilities involved interior and exterior assessments. The exterior assessment evaluated accessible parking spaces, parking space grades, signage, as well as pedestrian routes to and from building entrances and the parking facilities for compliance with the ADA Standards. The interior assessment evaluated access to all programs, services, and activities such as doorways, restrooms, signage, and any other barriers that could limit access to each facility's program, services, and activities.



Facility Assessment Totals

- ❖ **Facilities Assessed:** 13
- ❖ **Total Estimated Cost:** \$640,958.00

❖ **Non-Compliant Elements:** 431



Location: 259 Beacon Lite Public Works

Total Non-Compliant Elements: 65

Total Estimated Cost: \$49,980.00



Location: City Hall

Total Non-Compliant Elements: 160

Total Estimated Cost: \$107,742.00



Location: Dirty Woman Park

Total Non-Compliant Elements: 22

Total Estimated Cost: \$85,655.00



Location: Lavelett Park

Total Non-Compliant Elements: 9

Total Estimated Cost: \$12,090.00



Location: Limbach Park

Total Non-Compliant Elements: 35

Total Estimated Cost: \$63,775.00



Location: Monument Lake

Total Non-Compliant Elements: 12

Total Estimated Cost: \$37,120.00



Location: Park Trail Park

Total Non-Compliant Elements: 9

Total Estimated Cost: \$30,355.00



Location: Public Works

Total Non-Compliant Elements: 12

Total Estimated Cost: \$13,875.00



Location: Santa Fe Baseball Fields

Total Non-Compliant Elements: 24

Total Estimated Cost: \$99,090.00



Location: Santa Fe Trailhead

Total Non-Compliant Elements: 13

Total Estimated Cost: \$31,125.00



Location: Skate Park

Total Non-Compliant Elements: 8

Total Estimated Cost: \$9,430.00



Location: Tri-Lakes Chamber

Total Non-Compliant Elements: 58

Total Estimated Cost: \$89,221.00



Location: Washington Street Parking Lot

Total Non-Compliant Elements: 4

Total Estimated Cost: \$11,500.00

APPENDIX A – TRANSITION PLAN DATA TABLE (TPD)

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EMPOWERING ACCESS | ADVANCING COMPLIANCE
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August 30th,
2025

Triview Metropolitan District, CO

ADA Facilities Assessment Report

Prepared By:

Accessibility Consulting Partners, Inc.

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DRAFT



INTRODUCTION

Monument, CO has partnered with Accessibility Consulting Partners, Inc. (ACP) to evaluate the accessibility of district-owned parks, ensuring compliance with Title II of the Americans with Disabilities Act (ADA).

Starting on Monday, May 5th, 2025, ACP embarked on a comprehensive data collection process. This involved capturing photos, taking measurements of objects and ground surfaces near pedestrian pathways, and accessible routes to and from the facilities, built-in-elements, rooms and spaces, general site elements, plumbing elements, and accessibility elements throughout the facilities. ACP's mission was to gather data, assess ADA adherence, present its findings, and provide recommendations to resolve findings of deficiencies.

The ensuing Assessment Report encapsulates all observations made during this thorough analysis. It incorporates the Transition Plan Data Table (TPD) – an exhaustive compilation of all data presented in a user-friendly Microsoft Excel format. This table is designed to be easily navigated, allowing users to pinpoint specific elements and sectors within the assessed areas.

It is worth highlighting that ACP was not tasked with providing engineering or architectural remedies for the issues pinpointed. Due to the nuanced nature of ADA Standards, our suggestions are general. Furthermore, ACP doesn't possess the jurisdiction to implement ADA guidelines and guarantees the confidentiality of this report, sharing its contents solely with our client.

This thorough assessment was designed to identify any accessibility barriers located within the town's facilities. ACP closely examined these areas and highlighted conditions that might affect how people access the town's services. The criteria used for the assessment comes from the 2010 ADA Standards for Accessible Design.

Crucially, Title II stipulations do not mandate that every facility be wholly accessible. Some conditions might deviate from ADA Standards but currently do not impede access to town services. Such cases might see a deferred action in the town's Transition Plan.

DATA COLLECTION METHOD

Before initiating the data collection process, the town provided ACP with a comprehensive list of its facilities to be evaluated. ACP then integrated this information into its advanced data collection software. When ACP's data collectors were on site, they used a mobile application to input succinct descriptions that pinpoint the location of specific elements within each facility. Such descriptions might highlight a building's floor level or the identifying number of a neighboring room, facilitating a clearer understanding of each element's position.



Equipped with a range of modern tools— including smart levels, tape measures, door-force gauges, and electronic devices— ACP’s data collectors meticulously documented potential areas of non-compliance. Their contextual and detailed photographic evidence serves primarily to aid the analytical process. To determine compliance, these visuals and data points are measured against the nuanced criteria set out in the ADA Standards, which occasionally provide exceptions based on specific scenarios.

Within ACP’s lexicon, individual measurements or observations are termed “attributes”. A single item, like a hand dryer, can possess multiple attributes. Certain attributes carry explicit criteria, like specific height or slope percentages. This allows for an exact comparison between the present condition and the ADA Standards to determine compliance. In some cases, however, a combination of multiple attribute values are required for this evaluation. Attributes used for these comparative purposes are labeled “Info” within ACP’s system. As an illustration, the total number of parking spaces in a facility is an “Info” attribute. It’s essential to verify if the count of accessible and van-accessible spaces aligns with the ADA’s standards. If one attribute of an element is found non-compliant, the entire element is categorized as such.

Attributes that involve a direct one-to-one comparison are automatically evaluated for compliance via ACP’s software. Conversely, when multiple attributes come into play for an assessment, specialized accessibility analysts from ACP review the data meticulously.

SUMMARY OF FINDINGS

ACP’s experts meticulously examined all features where immediate compliance determination was elusive. They made informed decisions, refined the database with their findings, and provided remediation suggestions. Alongside, they reference the ADA Standards— or other relevant guidelines when necessary— estimated the complexity of mitigations and prioritized the findings accordingly in the database.

In some cases, it might be wiser to relocate a program out of an inaccessible area or adapt practices instead of eliminating a physical obstacle. While ACP can offer insights, the responsibility for such pivotal decisions remains outside our purview.

The final draft of the Transition Plan Data Table includes **317** attributes, each representing a measurement or observation made by data collectors. Of these, **161** were identified as non-compliant. Furthermore, when an element had one or more attribute findings, these were consolidated into element-based findings, resulting in a total of **112** element-based findings.

This report contains pictures and descriptions of the common findings during the assessment. A few of the common findings include ADA-accessible parking signs that were too low or not provided, opening forces on doors that were too high, door closing speeds that were too fast, parking spaces and access aisles being located on slopes that exceeded the maximum slope



allowed, protrusions that extended too far into the circulation path, and operable parts that were located outside of reach ranges. The provided Microsoft Excel data table file includes recommendations for each of the findings.

RECOMMENDATION

ACP understands that the sheer volume of non-compliant findings can initially appear daunting. We advise the town to methodically review each observation, gauge its urgency level, calculate repair and barrier removal costs, and allocate responsibility, which often can be delegated to various town departments. Typically, organizations prioritize simple, cost-effective corrections, such as adjusting signage to proper heights, repositioning coat hooks, or tweaking grab bar placements in restrooms.

However, when achieving accessibility involves substantial renovation or structural changes, meticulous planning and coordination become paramount. On the other hand, when architectural modifications prove challenging, alternative solutions might provide access to services and programs, potentially saving substantial costs.

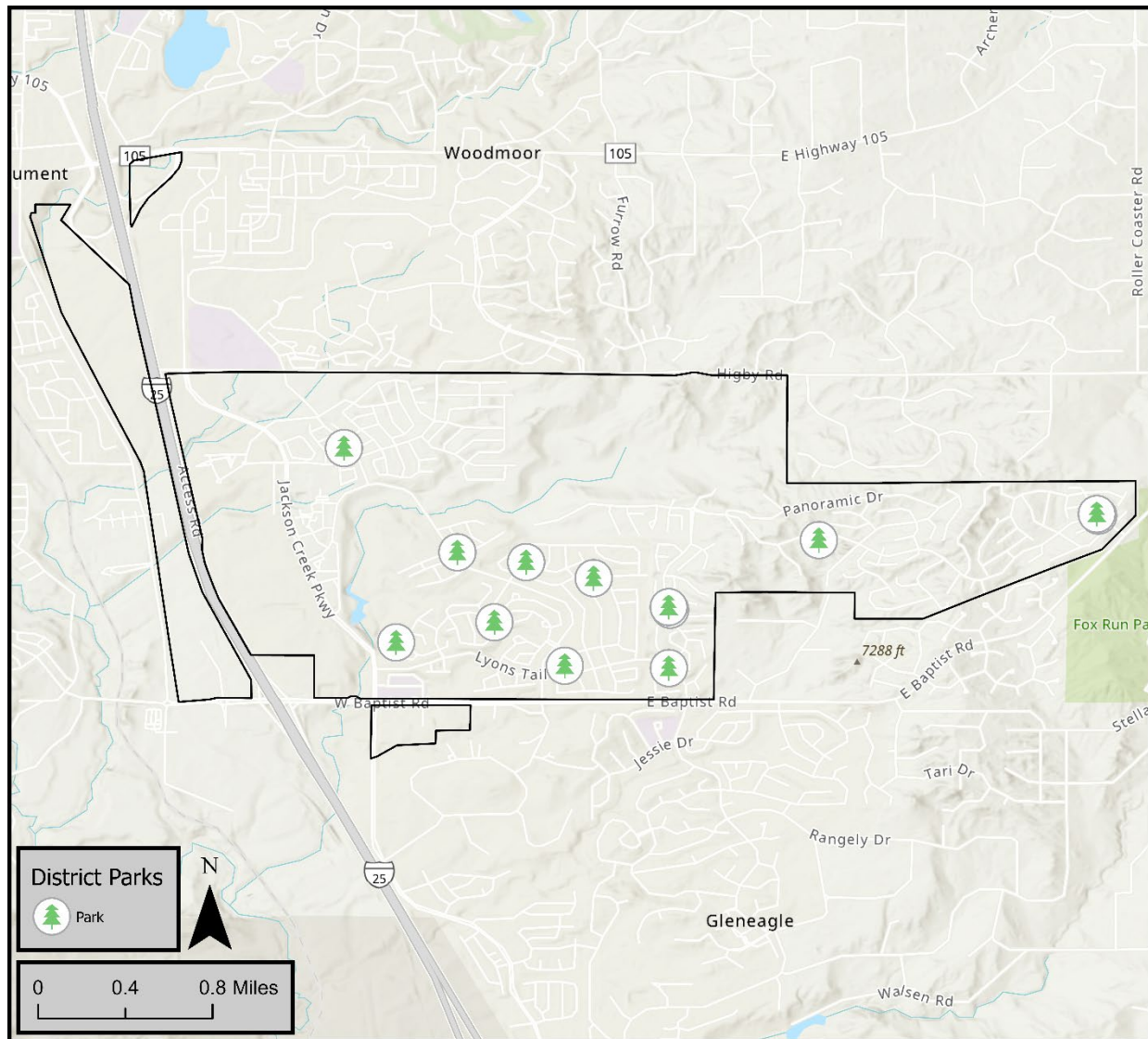
At the heart of ACP's guidance for barrier mitigation is the principle: address the straightforward barriers promptly while understanding that more intricate challenges may need extended planning, resource pooling, and budgeting.

ACP proposes a bifurcated strategy for barrier resolution. Begin immediate corrective measures for issues the town's maintenance department can manage internally. Concurrently, undertake comprehensive evaluations of major physical barriers, devise solutions, and earmark budgets for significant architectural improvements.



ASSESSED AREAS

The following map identifies the scope of the area that was inspected, including 12 Parks.



COMMON OBSERVATIONS/FINDINGS

The following table represents common non-compliant findings identified during the assessment. A complete list of all non-compliant findings is provided in the attached Microsoft Excel Transition Plan Data Table included in the delivery of the Facility Assessment Report.

			Total Count Non-Compliant
Location/Description	Element	Attribute	
Parking	Parking Space & Access Aisle	Slope, maximum	5
Walkway	Walking Surface	Slope, cross	21
	Walking Surface	Firm, stable, slip resistant?	7
Reach Ranges	Operable Part	Dim, height	1
Door/Gate	Door/Gate	Opening Force (interior and exterior doors)	2

FACILITIES ASSESSED

The inspection of facilities involved interior and exterior assessments. The exterior assessment evaluated accessible parking spaces, parking space grades, signage, as well as pedestrian routes to and from building entrances and the parking facilities for compliance with the ADA Standards. The interior assessment evaluated access to all programs, services, and activities such as doorways, restrooms, signage, and any other barriers that could limit access to each facility's program, services, and activities.

Park Assessment Totals

- ❖ **Facilities Assessed:** 12
- ❖ **Total Estimated Cost:** \$292,608.00

- ❖ **Non-Compliant Elements:** 112



Location: Agate Creek Park

Total Non-Compliant Elements: 10

Total Estimated Cost: \$40,955.00



Location: Bowstring Park

Total Non-Compliant Elements: 10

Total Estimated Cost: \$13,600.00



Location: Burk Hollow Park

Total Non-Compliant Elements: 5

Total Estimated Cost: \$14,255.00



Location: Creekside Park

Total Non-Compliant Elements: 8

Total Estimated Cost: \$30,035.00



Location: Misty Creek Park

Total Non-Compliant Elements: 2

Total Estimated Cost: \$15,120.00



Location: Mountain Mist Park

Total Non-Compliant Elements: 5

Total Estimated Cost: \$9,450.00



Location: Old Creek Park

Total Non-Compliant Elements: 10

Total Estimated Cost: \$12,155.00



Location: Paiute Park

Total Non-Compliant Elements: 7

Total Estimated Cost: \$17,183.00



Location: Sanctuary Park

Total Non-Compliant Elements: 24

Total Estimated Cost: \$37,825.00



Location: Swing Park

Total Non-Compliant Elements: 13

Total Estimated Cost: \$25,430.00



Location: Train Park

Total Non-Compliant Elements: 8

Total Estimated Cost: \$5,725.00



Location: Venison Park

Total Non-Compliant Elements: 10

Total Estimated Cost: \$70,875.00

APPENDIX A – TRANSITION PLAN DATA TABLE (TPD)

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EMPOWERING ACCESS | ADVANCING COMPLIANCE
YOUR PARTNERS IN ACCESSIBILITY

TOWN OF MONUMENT, CO

Digital Assessment Report

Prepared by:
Accessibility Consulting Partners, Inc.
in partnership with Able IT Pros.

October 25th, 2025

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EXECUTIVE SUMMARY

The Town of Monument, in partnership with Accessibility Consulting Partners, Inc. and Able IT Pros, conducted this Digital Accessibility Assessment to evaluate the accessibility, usability, and inclusiveness of the Town's primary website, <https://townofmonument.org>. This evaluation is a core component of the Town's ADA Self-Evaluation and Transition Plan, as required under Title II of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and Colorado House Bill 21-1110, as clarified by the Colorado Office of Information Technology's (OIT) 2025 Rules Addendum and the HB 24-1454 grace-period extension.

GOOD-FAITH COMPLIANCE STATEMENT

This assessment was initiated voluntarily by the Town of Monument as a proactive, good-faith effort to identify, evaluate, and remediate digital barriers to public access to municipal programs and services. Although specific accessibility improvements are ongoing, this document demonstrates the Town's commitment to continuous improvement, transparency, and sustained compliance with Title II of the ADA and Colorado House Bill 21-1110 (as amended in 2025).

METHODOLOGY

The assessment used (1) a WCAG 2.2 Level AA automated + manual audit (WCAG-EM) by Able IT Pros, and (2) task-based usability testing coordinated by ACP and Able IT Pros with participants representing visual, physical, hearing, and cognitive disabilities using assistive technologies (screen readers, voice control, on-screen keyboards, and switch devices) on desktop and mobile.

SUMMARY OF FINDINGS

Strengths include consistent branding, logical page structure, and mobile responsiveness. Barriers include missing semantic headings/ARIA roles, low color contrast, unlabeled links and buttons, missing skip-navigation, inconsistent keyboard focus indicators, and cognitive load from dense text and unclear terminology; several forms lack confirmation messaging.

RECOMMENDATIONS

Implement semantic HTML and consistent ARIA roles; improve contrast and focus indicators; add skip-links and descriptive link text; ensure captions/transcripts/audio descriptions for media; simplify content; tag PDFs; conduct quarterly automated scans and annual manual audits; train staff; and adopt a formal Digital Accessibility Policy and governance model.

Colorado Compliance Context. Under HB 21-1110 (as clarified by OIT's 2025 Rules) and HB 24-1454, municipalities can demonstrate compliance via (a) a published Technology Accessibility Statement with two contact methods, and (b) one or more pathways: conforming to technical standards, providing an alternate accessible version, offering reasonable modifications, publishing a progress plan, or using the most accessible available technology consistent with business needs, with a good-faith grace period to July 1, 2025 for full compliance where active remediation is documented.



INTRODUCTION

The Town of Monument conducted this Digital Accessibility Assessment as an integral component of its Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. The assessment evaluates the accessibility and usability of the Town's primary website (<https://townofmonument.org>) and related digital resources to identify barriers affecting individuals with visual, auditory, physical, speech, cognitive, and neurological disabilities. This initiative reflects the Town's ongoing commitment to providing equitable digital access for all residents, visitors, and employees and to maintaining compliance with Title II of the ADA, Section 508 of the Rehabilitation Act, and Colorado HB 21-1110.

The scope of this project is limited to the Town's primary public-facing website and consists of two complementary evaluation components:

1. **WCAG 2.2 Level AA compliance audit** assessing technical conformance; and
2. **Functional and usability testing** evaluating how individuals with disabilities navigate and complete tasks using assistive technologies such as screen readers, voice input, on-screen keyboards, and switch devices.

In accordance with Colorado House Bill 21-1110, as clarified by the Colorado OIT 2025 Rules Addendum and the HB 24-1454 grace-period provisions, this assessment establishes the Town's baseline and remediation plan. The 2025 rules explain that entities demonstrate compliance by publishing a Technology Accessibility Statement with accessible contact methods and by taking one or more of the following actions: conforming to technical standards, providing alternate accessible versions, offering reasonable modifications, publishing a progress plan, or using the most accessible available technology consistent with business needs. HB 24-1454 recognizes a good-faith grace period to July 1, 2025, for entities actively progressing toward full compliance.

As part of the Town's broader ADA Self-Evaluation, it is critical to recognize that accessibility extends beyond physical facilities. Digital accessibility ensures that online programs, services, and communications are equally accessible to individuals who rely on technology to participate. Addressing digital barriers reinforces the Town's commitment to equal opportunity and to the effective communication requirements of Title II.

The evaluation begins with conformance testing against the Web Content Accessibility Guidelines (WCAG) 2.2, which define measurable criteria for creating content that is Perceivable, Operable, Understandable, and Robust (POUR). These guidelines benefit individuals with disabilities and improve usability for all users, including older adults and those on mobile devices.

Usability testing complements the technical audit by examining how people with disabilities interact with the website in real-world scenarios. Participants performed typical tasks such as locating information, submitting forms, or paying bills online. Their experiences reveal practical obstacles and inform user-centered remediation. While this assessment does not certify



compliance, it establishes a detailed baseline for prioritizing improvements and maintaining compliance.

This assessment was conducted jointly by ACP and Able IT Pros, combining automated WCAG 2.2 scans, manual code reviews, and usability testing. Together, these findings provide a comprehensive roadmap for the Town to achieve and sustain compliance with Title II, Section 508, and Colorado HB 21-1110 (as clarified in 2025 and extended via HB 24-1454).

The Town intends to use this assessment as a living document to guide ongoing digital accessibility improvements, track progress annually, and publicly report updates to demonstrate continued good-faith compliance under the ADA and Colorado HB 21-1110 (as amended in 2025 and extended via HB 24-1454).

WEB CONTENT ACCESSIBILITY GUIDELINE AUDIT

The Web Content Accessibility Guidelines (WCAG) 2.2 define the international standard for accessible web design and are organized around four foundational principles: Perceivable, Operable, Understandable, and Robust. These principles ensure that information and interfaces are structured so that all individuals, including those using assistive technologies, can effectively access and interact with content.

Perceivable - Information and user interface components must be presentable to users in ways they can perceive.

Operable - User interface components and navigation must be operable.

Understandable - Information and the operation of user interface must be understandable.

Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

If any of these principles are not satisfied, individuals with disabilities may be unable to access or operate online content independently. This audit followed the WCAG Evaluation Methodology (WCAG-EM) and analyzed compliance with Level AA success criteria. The findings identify elements that meet standards and those requiring remediation to ensure equal access.

For this assessment, the Town's website was evaluated using the WCAG-EM process. Testing included automated scanning, manual inspection of HTML/CSS/ARIA, and screen-reader checks to validate actual behavior. The representative sample encompassed key templates and interactive workflows (home, navigation, search, everyday tasks, forms, media, and documents).

<https://townofmonument.org>

As part of this assessment, Able IT Pros evaluated the Town of Monument's website for WCAG 2.2 Level AA compliance using both automated and manual methods consistent with the WCAG Evaluation Methodology (WCAG-EM) framework. Automated scans examined HTML, CSS, and



ARIA to detect missing alternative text, improper heading structures, low color contrast, unlabeled form fields, and other barriers. Manual validation with NVDA and Voice-over confirmed real-world impact and informed prioritization.

These findings establish a verifiable technical baseline that the Town can reference as part of its annual ADA Self-Evaluation and digital remediation efforts.

WEBSITE FUNCTIONAL TEST

Functional testing evaluated whether interactive components, including menus, forms, search tools, media players, and downloadable content, performed predictably and were accessible in accordance with WCAG 2.2 Level AA and Title II effective-communication standards. Testing covered multiple browsers and devices (desktop and mobile) and verified keyboard-only operation and assistive-technology compatibility.

Functional testing confirms that accessibility is achieved not only through compliant code but also through practical usability. Results verified that core interactions work with assistive technologies, and they identified specific gaps (e.g., focus management, form validation messaging, and media alternatives) that must be addressed to ensure independent use by all users.

By validating these site functions under realistic conditions, functional testing helps confirm that accessibility requirements are being met not only at the code level but also in the technical operation of key tasks and interactions. This provides confidence that the websites will continue to serve a broad audience effectively, including those using assistive technologies, and supports the goal of maintaining equitable and reliable digital access.

TOWN OF MONUMENT WEBSITE

Automated scans of the Town of Monument site identified thirteen programmatically detectable accessibility issues:

- ❖ **LINKS OPENING IN NEW TABS WITHOUT NOTICE**
Multiple links open new browser tabs or windows without providing a visual or programmatic warning. These should include ARIA labels or screen-reader-only text to inform users relying on assistive technology about this behavior.
- ❖ **IMPROPER USE OF <H1> HEADINGS**
Pages used multiple <h1> elements or omitted them altogether, creating confusion for screen readers that depend on a single clear heading describing the main topic of the page.
- ❖ **VISUAL HEADINGS MISSING SEMANTIC MARKUP**
Elements visually styled as headings were not coded with heading tags or role attributes, meaning screen readers could not identify them as headings. This reduces content navigability and comprehension for users relying on heading navigation.



❖ SKIPPED HEADING LEVELS

Heading levels on pages were not used sequentially, for example skipping from an <h2> to an <h4> without an <h3>. This disrupts the logical content hierarchy and makes it harder for assistive technology users to understand the page's structure.

❖ MISSING SKIP LINKS

The website lacked skip links that allow keyboard and screen reader users to bypass repeated blocks of content, forcing repetitive tabbing on every page visit.

❖ DECORATIVE ELEMENTS NOT HIDDEN

Images, icons, and SVGs used purely for decorative purposes were not consistently marked as presentational, resulting in unnecessary screen reader announcements that add confusion and reduce usability.

❖ INVALID OR MISSING ARIA REFERENCES

Several elements included aria-labelledby by or aria-described by attributes that pointed to non-existent or incorrect IDs. This breaks the connection between elements and their descriptions, leaving screen reader users without proper context.

❖ INSUFFICIENT COLOR CONTRAST

Many text elements did not meet the minimum color contrast ratio of 4.5:1 for standard text or 3:1 for large text, impacting readability for users with low vision or color vision deficiencies.

❖ NAVIGATION LANDMARKS AND REGION ROLES MISSING OR INCOMPLETE

Navigation menus and sidebars did not consistently include ARIA landmarks or semantic <nav> tags, limiting screen reader users' ability to jump directly to these sections.

❖ FORM FIELDS LACKING LABELS

Some forms and input fields did not include associated labels or instructions, making them difficult or impossible for screen reader users to complete successfully.

❖ INCONSISTENT KEYBOARD FOCUS INDICATORS

Interactive elements on the site did not consistently display a visible focus indicator, making it difficult for keyboard-only users to track where they are on the page.

❖ SEARCH FORMS MISSING ROLES

Search bars did not include a programmatic role of search or an equivalent ARIA landmark, reducing discoverability for assistive technology users who navigate by regions.

❖ BREADCRUMB NAVIGATION MISSING SEMANTIC ROLES

Breadcrumb trails were implemented without correct ARIA roles or semantic landmarks, limiting their usefulness for screen reader orientation and navigation.

WEBSITE USEABILITY TEST

The usability testing conducted for this assessment evaluated how people with disabilities interact with the websites in real-world scenarios. Participants included individuals with a range of disabilities, such as physical, visual, and cognitive impairments, who relied on assistive technologies like screen readers, voice control, and on-screen keyboards. Each participant was



requested to complete ten typical, everyday tasks, including locating rebate and incentive information, accessing energy production data, completing forms, using search tools, switching between languages, exploring navigation menus, and engaging with videos or downloadable content. These sample tasks were designed to reflect authentic user journeys and to identify whether the sites supported an efficient, independent, and confident user experience.

Importantly, participants worked without any guidance or prompts, ensuring that their feedback captured genuine barriers and frustrations they might encounter in daily use. Observations revealed challenges such as menus that were difficult to navigate without precise pointer control, generic or unclear link labels, dense or technical language that was hard to interpret, inaccessible embedded PDFs, and videos lacking adequate captions or transcripts. Other concerns included search results that were: difficult to filter or understand; language toggles that were not clearly marked or easy to locate; and navigation elements that lacked consistent focus indicators or ARIA landmarks.

Usability testing is essential because it extends beyond code-level conformance to evaluate how well a website supports its actual users. Even a technically compliant website can fail to deliver an accessible experience if people cannot confidently navigate or understand its content. By incorporating feedback from real users with diverse disabilities, this testing helps identify practical improvements that will make the sites more intuitive, predictable, and welcoming to all visitors. These insights support the overall objective of building an equitable and user-centered digital experience.

TEST QUESTIONS

The following test questions and procedures were used by each of the testers during the evaluation of the website. Each of the tester's reports are provided in the following sections.

INITIAL OBSERVATION AND INSTRUCTIONS

Six internal testers with a variety of disabilities participated in usability testing on both mobile and desktop versions of the Town of Monument website. Users were not guided or corrected at any point during testing. Each user was asked to complete the same 10 tasks, designed to simulate common real-world interactions. After each task, users were asked:

- ❖ What was easy?
- ❖ What was difficult or confusing?
- ❖ What recommendations do you have to improve the user experience?

TOWN OF MONUMENT WEBSITE QUESTIONS:

1. Find information about the 4th of July celebration.
2. Submit a request or report a concern (e.g., pothole or noise complaint).
3. Locate and download the most recent Town Council meeting agenda.
4. Navigate to the correct place to pay a utility bill online.



5. Sign up to receive email or text alerts from the town.
6. Check if there are any current job openings.
7. Find contact information for the Parks and Facilities Department.
8. Use the site's search tool to find information about trash pickup.
9. Change the website language to Spanish.
10. Find any parks or recreation programs that mention accessibility features.

USEABILITY TEST OBSERVATIONS

TOWN OF MONUMENT TASK 1:

Find information about the 4th of July celebration.

1. User A (Physical Disability)

- ❖ **Positive** - I eventually found the information by going through the “Community” section in the menu. It made sense once I got there.
- ❖ **Negative** - There wasn't anything obvious on the homepage about the 4th of July. I expected a link or announcement front and center. It took too much mouse work and some guesswork to track it down, which made it harder while using an on-screen keyboard.
- ❖ **Recommendations** - Add a dedicated area on the homepage for important events and announcements.

2. User B (Legally Blind)

- ❖ **Positive** – I could find the search bar easily and the menu worked well with Voice-over. I was eventually able to find the event details using search.
- ❖ **Negative** – Many links just said 'Read More' or weren't labeled properly. The date, time, and location were buried in long text without headings, so I had to swipe a lot.
- ❖ **Recommendations** - Add clear headings like 'Event Details'. Use link text like 'View 4th of July Schedule'. Make sure key info is at the top and easy to jump to.

3. User C (Physical Disability)

- ❖ **Positive** – I saw that there was an events section on the homepage, and the page loaded quickly on my phone.
- ❖ **Negative** – The info about the 4th of July celebration wasn't clearly labeled, and I had to scroll and guess which event was the right one. The buttons and text were small, which made tapping tricky.
- ❖ **Recommendations** - Put a clear, bold banner at the top of the homepage for big events like this. Make links and buttons larger and easier to tap with assistive tools.

4. User D (Legally Blind)

- ❖ **Positive** – I was able to find the search bar pretty quickly with my screen reader, and typing in “4th of July” did bring up some promising results. Once I reached the main content of a relevant page, the heading structure helped a bit.



- ❖ **Negative** – The information was presented a little strangely. I was able to decipher it, but I did get somewhat lost.
 - ❖ **Recommendations** - Create a clearly labeled event page for the 4th of July, and link to it directly from the homepage. Avoid putting critical info in graphics without alt text. Make the calendar screen-reader friendly or offer a text-based list of events.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** – When I opened the homepage, the image and big text caught my attention right away.
 - ❖ **Negative** – There wasn't a section clearly labeled “Events” or anything like that in the menu. The homepage had a lot going on, it was long and had so many things to click on. It took a while to find what I was looking for. When I did, the event page had too much text and no quick summary of the date, time, and place.
 - ❖ **Recommendations** - Please make an “Events” tab in the main menu. Add a short summary at the top of the event page with just the basic info in bold. That would help me find it faster and not feel overwhelmed.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** – There was a calendar section that looked like it might have events. That helped me feel like I was on the right track.
 - ❖ **Negative** – There was a lot going on at once. I didn't know where to click first. There were too many boxes and buttons, and I didn't see anything that clearly said “4th of July.” I got confused between News, Events, and Calendar.
 - ❖ **Recommendations** - Make a big banner or special box that says “4th of July Celebration – Click Here.” Use simple words and a fun picture like fireworks. That would help people like me know exactly where to go.

TOWN OF MONUMENT TASK 2:

Submit a request or report a concern (e.g., pothole or noise complaint).

1. **User A** (Physical Disability)
- ❖ **Positive** - I found the “Report a Concern” link pretty easily from the homepage, it's in the main “How Do I...” menu. That menu is familiar-looking and helped me get where I needed to go without digging through too many sections. The page had a clean layout, and I could see the categories for different types of concerns like code violations or streets.
 - ❖ **Negative** - The form opens in a new tab even though it appears to be the same site. That was a little strange but otherwise acceptable. The Request Tracker page has many options and there is just another click to get to a form.
 - ❖ **Recommendations** - Simplify the entire process so it stays in the same tab and has fewer clicks.
2. **User B** (Legally Blind)
- ❖ **Positive** – I got to the 'Report a Concern' page through the menu without any trouble, and most of the form fields were readable.



- ❖ **Negative** – I had to login to submit anything. Once I logged in, I couldn't find any forms. This is not a good result.
 - ❖ **Recommendations** - If the form does not exist, create a label explaining that or remove this option altogether.
3. **User C** (Physical Disability)
- ❖ **Positive** – There is a way to report issues online, and the login worked okay on my phone once I found it.
 - ❖ **Negative** – It was buried under multiple layers in the menu, and the checkboxes and buttons were hard to hit.
 - ❖ **Recommendations** – Add a big “Report a Concern” button on the homepage.
4. **User D** (Legally Blind)
- ❖ **Positive** – This section was easy to find.
 - ❖ **Negative** – Once I logged in, everything fell apart. I couldn't tell if the form exists. The dashboard area is very hard to navigate and confusing for the screen reader.
 - ❖ **Recommendations** - This entire process needs to be simplified.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** – I saw a button that said “Report a Concern” on the homepage, and the little speaker icon helped me know it was the right place.
 - ❖ **Negative** – Once I got there, the list of categories was really long and had confusing words. I wasn't sure what to pick. I didn't get any hints about how long the form was going to be, and I felt unsure the whole time.
 - ❖ **Recommendations** – Please group the choices into simple categories with plain words. Add a sentence at the top that says how long the form takes and what to expect.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** – There was a button on the homepage that said “Report a Concern” with a speech bubble. That made it easier to know what it was for.
 - ❖ **Negative** – I saw other links like “Contact Us” and “Service Request,” and I didn't know which one to use.
 - ❖ **Recommendations** – Use plain words for the choices in the form, like “Broken Streetlight” instead of “Non-emergency Public Works.”

TOWN OF MONUMENT TASK 3:

Locate and download the most recent Town Council meeting agenda.

1. **User A** (Physical Disability)
- ❖ **Positive** - “Government” > “Agendas & Minutes” made sense as a path. The page title confirmed I was in the right place, and I appreciated that consistency.
 - ❖ **Negative** - again, this opens a separate tab but this time it's obviously a different site. The page was packed tightly with small links, and I had to scroll through a lot just to find recent meetings. That took longer using my on-screen keyboard. There was no way to filter or sort by date.



- ❖ **Recommendations** - Add better filtering. Increase spacing between links and make the links easier to click. Improve keyboard navigation to support users like me.
2. **User B** (Legally Blind)
 - ❖ **Positive** – The link to 'Agendas & Minutes' was easy to find and the page loaded quickly.
 - ❖ **Negative** – The calendar was a mess with Voice-over, buttons weren't labeled and events weren't announced clearly. No headings to jump through results.
 - ❖ **Recommendations** - Offer a list view of meetings. Label each agenda with the meeting name and date. Use headings for easier navigation.
 3. **User C** (Physical Disability)
 - ❖ **Positive** – There's a page with agendas listed, and it was mobile-friendly once I got there.
 - ❖ **Negative** – It took too many clicks to reach it, and it wasn't clear which agenda was the most recent. The links were small and packed close together.
 - ❖ **Recommendations** - Label the latest agenda more clearly and use larger buttons or tiles for each date. Reduce how many taps it takes to get there.
 4. **User D** (Legally Blind)
 - ❖ **Positive** – I used the search tool to find the “Agendas and Minutes” page. Once I got there, the PDF links were detectable and clickable.
 - ❖ **Negative** – The most recent agenda wasn't clearly marked, and I had to guess what each link was for. There were no proper headings to organize the list of dates, and some links were just labeled “PDF.”
 - ❖ **Recommendations** - Label each agenda link with full context—date and file type. Add headings to separate years or months. Consider putting a shortcut to the latest agenda on the homepage.
 5. **User E** (Mild Cognitive Disability)
 - ❖ **Positive** – I eventually found a section called “Agendas & Minutes,” and it worked okay on my phone. The lists were in order by date, which helped me find the newest one.
 - ❖ **Negative** – I had to go through the menu to get there, and it was under “Government,” which I wasn't sure about. The page didn't explain what each document was. There were so many links and no way to know which one had the meeting details. Some links downloaded files without telling me.
 - ❖ **Recommendations** - Please make a shortcut on the homepage called “Council Meetings” or something easier to understand. Add a sentence to explain what each document is for. A preview before downloading would be really helpful.
 6. **User F** (Mild Cognitive Disability)
 - ❖ **Positive** – There was a button on the homepage with a picture of a paper that said “Documents” That made sense. When I clicked it, I could see a list of meetings.
 - ❖ **Negative** – The names of the meetings were confusing. I didn't realize “Board of Trustees” meant “Town Council.” It also wasn't easy to tell which meeting was the most recent. The pages were full of text and didn't really stand out.



- ❖ **Recommendations** - Call it “Town Council Agenda” instead of using other names. Put the newest one at the top with a label like “Next Meeting” or “Recent Agenda” so I don’t have to search.

TOWN OF MONUMENT TASK 4:

Navigate to the correct place to pay a utility bill online.

1. User A (Physical Disability)

- ❖ **Positive** - Online Payments was easy to find in the main menu.
- ❖ **Negative** - It redirected to a third-party payment site with no warning, and the design looked different.
- ❖ **Recommendations** - Add a notice before redirecting to the payment site. Improve accessibility on the payment form or partner with a more accessible vendor.

2. User B (Legally Blind)

- ❖ **Positive** – The search tool helped me find the utility payment page quickly. The main menu also had a link labeled 'Pay Bill' or 'Utility Billing' that worked with Voice-over.
- ❖ **Negative** – Once I followed the link, I was taken to a third-party site without any warning. Voice-over didn’t announce the change clearly.
- ❖ **Recommendations** - Let users know when they’re leaving the site to make a payment. Work with the payment provider to make their site accessible. Label all form fields and add an ARIA live region to confirm when a payment is submitted.

3. User C (Physical Disability)

- ❖ **Positive** – There is a “Payment” option in the menu, and the payment portal loaded without any major issues.
- ❖ **Negative** – It wasn’t obvious which link was for utility bills, and the options were in small text mixed with other payment types. It was easy to click the wrong one.
- ❖ **Recommendations** – Create a clear, large “Pay Utility Bill” button on the homepage. Reorganize the bill payment options and make the links easier to click.

4. User D (Legally Blind)

- ❖ **Positive** – I eventually found the “Payment” link, and it was readable and clickable. It took me to a third-party payment page.
- ❖ **Negative** – It was hard to find the link without going through a lot of unrelated ones. And once I got to the third-party site, the layout was confusing. Some fields weren’t labeled, and focus didn’t always behave as expected.
- ❖ **Recommendations** - Add a clear heading above the Quick Links section. Improve third-party vendor accessibility or provide a phone payment option. Clearly label the link as “Pay Your Utility Bill Online.”

5. User E (Mild Cognitive Disability)

- ❖ **Positive** – There was a big button on the homepage that said “Pay My Bill.” It was easy to tap, and the page loaded quickly on my phone.



- ❖ **Negative** – The button didn’t say “utility” or “water,” so I wasn’t totally sure it was the right one. On the next page, I saw a few payment options, and I didn’t know which one was for my water bill. One link took me to another website, and I wasn’t ready for that.
- ❖ **Recommendations** - Add a short note under each option so I know what it’s for. A little warning before sending me to a different site would be great.

6. User F (Mild Cognitive Disability)

- ❖ **Positive** – The homepage had a button that said “Payments.” That helped me know where to start.
- ❖ **Negative** – There were too many different types of payments listed on the page—like court fines and permits. I wasn’t sure which one to click. The page it took me to looked totally different, and I got nervous that I might be in the wrong place.
- ❖ **Recommendations** - Make a separate button that just says “Pay My Utility Bill.” On the next page, show steps like “Step 1: Enter account number” so I know I’m doing it right.

TOWN OF MONUMENT TASK 5:

Sign up to receive email or text alerts from the town.

1. User A (Physical Disability)

- ❖ **Positive** - The “Notify Me” section was easy to find, and I liked that the alerts were categorized so I could pick what I was interested in.
- ❖ **Negative** - The page was cluttered. Icons didn’t have labels, and it wasn’t clear what some categories were. Using the on-screen keyboard made the process slower.
- ❖ **Recommendations** - Add spacing between items. Use tooltips or labels on icons.

2. User B (Legally Blind)

- ❖ **Positive** – I found the Notify Me page and the categories were checkboxes I could hear and check.
- ❖ **Negative** – The email/text toggle buttons didn’t tell me what they did. After I signed up, there was no message saying it worked.
- ❖ **Recommendations** - Label those buttons for screen readers. Add a confirmation message using ARIA live region when someone subscribes.

3. User C (Physical Disability)

- ❖ **Positive** – The town has a system for signing up for alerts, and the page was mobile-friendly.
- ❖ **Negative** – “Notify Me” wasn’t a label I recognized right away. The checkboxes were very small and hard to use, and I didn’t get clear feedback after I submitted the form.
- ❖ **Recommendations** - Change the label to something more obvious like “Town Alerts.” Use larger checkboxes or toggles and show a confirmation once someone signs up.

4. User D (Legally Blind)

- ❖ **Positive** – The subscription form on the Notify Me page had labeled fields for entering my email. The checkboxes for categories were navigable.



- ❖ **Negative** – There was no clear heading to tell me what the page was about. Some checkbox options weren't explained, and I wasn't sure if I signed up successfully—there was no announcement.
 - ❖ **Recommendations** - Use better headings and ARIA live regions for status updates. Add short explanations for what each notification category includes. Clarify the difference between signing up for emails and texts.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** – The “Notify Me” button was on the homepage.
 - ❖ **Negative** – There were so many choices on the form, and I didn't know which ones I should pick. The checkboxes were small and close together, so it was hard to tap them correctly.
 - ❖ **Recommendations** - Rename it to “Sign Up for Alerts” or something clearer. Group the choices so they make more sense, and make the checkboxes bigger and easier to use.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** – There was a “Notify Me” section with a mail icon. I clicked it and saw a list where I could pick what I wanted to get alerts about.
 - ❖ **Negative** – I didn't know what “Notify Me” meant at first. There were too many choices and some of them didn't make sense, like “Bid Postings.”
 - ❖ **Recommendations** - Call it something like “Get Town Alerts.” Keep the list short or grouped into “Town News,” “Events,” and “Emergencies.”

TOWN OF MONUMENT TASK 6:

Check if there are any current job openings.

1. **User A** (Physical Disability)
- ❖ **Positive** - I found the job postings under “How Do I...” That made sense to me.
 - ❖ **Negative** - The search area is a little small but overall usable.
 - ❖ **Recommendations** - None
2. **User B** (Legally Blind)
- ❖ **Positive** - Search helped me find the employment page, and the job titles were links I could activate.
 - ❖ **Negative** - The job application site was different and not very accessible. Some buttons weren't labeled and there were no clear instructions.
 - ❖ **Recommendations** - Warn when leaving the site. Ask the job platform to improve accessibility. Use clearer labels like 'Apply for Police Officer job'.
3. **User C** (Physical Disability)
- ❖ **Positive** - There is a jobs page with current listings, and it's accessible through the menu.
 - ❖ **Negative** - The search is very small and difficult to click.
 - ❖ **Recommendations** - Make the search larger.
4. **User D** (Legally Blind)
- ❖ **Positive** - I reached the job listings page through the “Jobs” link. Some of the filters like department were accessible.



- ❖ **Negative** - The listings were in a grid or card layout that didn't work well with my screen reader. Job titles weren't marked as headings, and the "View Details" buttons didn't tell me what job they were for.
 - ❖ **Recommendations** - Structure the job listings using headings and lists. Label buttons like "View job details for Police Officer." Offer a plain-text alternative to the visual card layout.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** - There was a tile that said "Jobs" on the homepage, and that made it easy to get started. The page worked well on my phone, and I could tap the job titles.
 - ❖ **Negative** - The page title said "Employment Opportunities," which was a little confusing compared to the homepage.
 - ❖ **Recommendations** - Make the page title match the button—just call it "Jobs." Add a short summary to each listing with things like pay, location, and how to apply. A big "Apply Now" button would make it way easier.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** - I found the "Jobs" icon pretty quickly and it took me to the jobs page. It said "Job Opportunities" and that helped.
 - ❖ **Negative** - I didn't see a big "Apply Now" button.
 - ❖ **Recommendations** - Add a big "Apply" button and steps like "Step 1: Fill out the form."

TOWN OF MONUMENT TASK 7:

Find contact information for the Parks and Facilities Department.

1. **User A** (Physical Disability)
- ❖ **Positive** - The "Staff Directory" link worked well. The tables with the contact information is very easy to use.
 - ❖ **Negative** - The categories are very tight together and the phone numbers are on top of the names. This is awkward to use.
 - ❖ **Recommendations** - Clean up the categories area so it looks more like the contact tables.
2. **User B** (Legally Blind)
- ❖ **Positive** - I found the Parks and Rec page from the menu, and the address and email were readable.
 - ❖ **Negative** - The phone number didn't act like a phone number, and there was no heading that said 'Contact Info'.
 - ❖ **Recommendations** - Make the phone number clickable. Add a heading above the contact section so I can jump right to it.
3. **User C** (Physical Disability)
- ❖ **Positive** - I found the Parks and Recreation department in the menu, and the page had contact info once I scrolled down.
 - ❖ **Negative** - It took too many taps to get there, and the contact info was buried at the bottom of the page. There's no centralized place for department contacts.



- ❖ **Recommendations** - Move contact info to the top of each department page. Create a directory where I can find all department contacts in one place.
4. **User D** (Legally Blind)
- ❖ **Positive** – Searching for “Parks and Facilities” brought me to the right page, and once I got there, I found a phone number and email address.
 - ❖ **Negative** – It wasn’t easy to reach this page through the menu. The contact info wasn’t in a clearly labeled section, and I had to hunt for it in a block of text.
 - ❖ **Recommendations** - Create a “Contact” heading on department pages. Use ARIA landmarks to identify contact regions. Add a shortcut to Parks & Facilities from the homepage or Quick Links.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** – I used the search bar and typed “Parks,” and that helped me find the Parks page.
 - ❖ **Negative** – I couldn’t find “Parks” in the main menu, which made it harder to get to. I also wasn’t sure if “Community” or “Recreation” were the same thing. The contact info was buried in other text, and I almost missed it.
 - ❖ **Recommendations** - Add “Parks & Recreation” to the main menu. Put a “Contact Us” heading in bold so I can find it quickly. Make sure the phone and email are at the top of the page and easy to see.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** – I used the search bar and typed “parks,” and I got to the Parks page. That part worked okay.
 - ❖ **Negative** – It was hard to find a phone number or email. It was hidden down the page or in a sidebar. The page didn’t really say “Contact Us” in a clear way.
 - ❖ **Recommendations** - Put a big box near the top that says “Contact Parks” with the phone number and email. Maybe add a picture of a park or the office to help me know I’m in the right spot.

TOWN OF MONUMENT TASK 8:

Use the site’s search tool to find information about trash pickup.

1. **User A** (Physical Disability)
- ❖ **Positive** – The search was easy to find and I like that it has suggestions.
 - ❖ **Negative** – The search results had nothing to do with the term that I entered.
 - ❖ **Recommendations** - Improve the search results.
2. **User B** (Legally Blind)
- ❖ **Positive** – The search tool worked when I said “trash pickup.”
 - ❖ **Negative** – The links were vague and one just said 'Trash'. I couldn’t tell which one had the schedule. A PDF opened without warning and wasn’t screen-reader friendly.
 - ❖ **Recommendations** - Use link names like 'Trash Pickup Schedule (PDF)'. Warn me before opening PDFs and make sure they are tagged for accessibility.
3. **User C** (Physical Disability)



- ❖ **Positive** – The search tool worked, and I got results when I typed “trash pickup.”
 - ❖ **Negative** – The results were very confusing because it wasn’t what I asked for.
 - ❖ **Recommendations** - Improve the search results or say no results found.
4. **User D** (Legally Blind)
- ❖ **Positive** – The search bar worked well, and typing in “trash pickup” returned some results.
 - ❖ **Negative** – The results weren’t well structured—just a bunch of links. I had no way to know which one had the info I needed.
 - ❖ **Recommendations** - Structure results with headings and summaries.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** – The search bar worked, and when I typed “trash pickup,” it gave me a list of results. That was fast and helpful.
 - ❖ **Negative** – There were too many results, and it was hard to tell which one was the right one. Some had strange names like “Public Works.”
 - ❖ **Recommendations** - Add a short description under each search result to help me pick the right one.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** – The search bar was easy to find and use. When I typed “trash pickup,” I saw some results that seemed close to what I needed.
 - ❖ **Negative** – The search results had confusing page names like “Service Directory.” I didn’t know which one to click.
 - ❖ **Recommendations** - Make the titles easier to understand.

TOWN OF MONUMENT TASK 9:

Change the website language to Spanish.

1. **User A** (Physical Disability)
- ❖ **Positive** - The selector was easy to find in the bottom right.
 - ❖ **Negative** - Once opened, the scroll bar was very small and I accidentally kept clicking off it.
 - ❖ **Recommendations** - It’s understandable that this is not big but slightly bigger would be helpful.
2. **User B** (Legally Blind)
- ❖ **Positive** – None
 - ❖ **Negative** – Nothing really worked for this task—I couldn’t find a language switcher anywhere.
 - ❖ **Recommendations** - Add a language dropdown labeled 'Language / Idioma' and make sure Spanish pages use the correct lang attribute.
3. **User C** (Physical Disability)
- ❖ **Positive** – There is a translate button that switches the site to Spanish, and it worked when I selected the language.



- ❖ **Negative** – The link was tiny and hard to tap. The dropdown menu was difficult to scroll through, and not everything on the page was translated.
 - ❖ **Recommendations** - Use flag icons and show language names like “Español.” Make the button bigger and easier to find. Make sure important info and forms are translated too.
4. **User D** (Legally Blind)
- ❖ **Positive** – There was a language dropdown on the page. I was able to find it and select Spanish using keyboard commands.
 - ❖ **Negative** – The dropdown didn’t tell me what it was for, and when I selected Spanish, nothing was announced. The screen reader kept reading Spanish in an English voice. Not everything was translated.
 - ❖ **Recommendations** - Label the dropdown clearly. Add an ARIA live announcement after a language is selected. Provide manually translated versions of key pages when possible.
5. **User E** (Mild Cognitive Disability)
- ❖ **Positive** – I saw a Google Translate bar at the bottom, and Spanish was in the list. When I picked it, the website did change to Spanish, which is good.
 - ❖ **Negative** – The translate bar was really small on my phone, and I almost missed it. There wasn’t anything that said “Español” clearly. When I went to a different page, it went back to English. Also, some of the translated text didn’t fit well and looked messy.
 - ❖ **Recommendations** - Put an “Español” button at the top of the site where I can see it. Let the site remember my choice so I don’t have to do it again. Make sure the text still looks neat when translated.
6. **User F** (Mild Cognitive Disability)
- ❖ **Positive** – I saw a language dropdown in the bottom right and I could pick “Spanish” from the list. The page changed to Spanish right away.
 - ❖ **Negative** – The dropdown was hard to notice, and there were so many languages listed that it took a while to find “Español.” Not everything changed—some buttons and menus stayed in English.
 - ❖ **Recommendations** - Make the language switcher bigger and use a globe or flag icon. Have an easy toggle for “English | Español.” Make sure the main pages really translate, not just half of them.

TOWN OF MONUMENT TASK 10:

Find any parks or recreation programs that mention accessibility features.

1. **User A** (Physical Disability)
- ❖ **Positive** - I started by going to the “Parks & Facilities” section in the main navigation. The menu was easy to use with my mouse, and it brought me to pages that listed parks, trails, and programs. The site used consistent page layouts, so once I got into this section, I didn’t feel lost.
 - ❖ **Negative** - I couldn’t find anything that clearly mentioned accessibility features. I checked the “Parks Directory,” and while it listed different parks, there wasn’t any info about whether



they have accessible restrooms, pathways, parking, or inclusive playground equipment. The descriptions were short and mostly about amenities like fields or shelters, but nothing about whether I could navigate those spaces with a wheelchair. There also didn't seem to be any filters or tags I could use to search for accessibility, and using the site's search bar with words like "ADA," "accessible park," or "inclusive playground" didn't turn up helpful results. I even looked under the recreation programs and events — but again, no mention of adaptive programs or accommodations.

- ❖ **Recommendations** - I think this would be an easy fix with some filtering options for accessibility.

2. User B (Legally Blind)

- ❖ **Positive** – I was able to search for things like "accessible parks."
- ❖ **Negative** – There's no dedicated section for accessibility in parks. I had to read through a lot of text with no headings or tags to help.
- ❖ **Recommendations** - Create a page just for accessible parks and programs. Use headings like 'Accessibility Features'. Tag programs that are inclusive or ADA-compliant.

3. User C (Physical Disability)

- ❖ **Positive** – There's a Parks and Facilities section with info.
- ❖ **Negative** – I didn't see anything about accessibility. None of the programs or facilities mentioned if they were wheelchair accessible, and nothing showed up when I searched for terms like "ADA."
- ❖ **Recommendations** – Add a page that lists accessibility features in parks and programs. Use icons like  to show what's accessible, and include search tags like "wheelchair" and "inclusive recreation."

4. User D (Legally Blind)

- ❖ **Positive** – The search tool helped me get to the Parks and Recreation section. Some general info was available.
- ❖ **Negative** – There was no dedicated accessibility page or filter for accessible parks. None of the program listings said if they were inclusive or ADA compliant.
- ❖ **Recommendations** - Create a page for accessible parks and programs. Label features like "wheelchair accessible" or "inclusive play equipment." Tag PDFs with accessibility info and offer accessible formats.

5. User E (Mild Cognitive Disability)

- ❖ **Positive** – There was a Parks & Facilities section, and I could search for "ADA" and "accessibility."
- ❖ **Negative** – There was no page that clearly listed what parks or programs are accessible. I didn't see any icons or labels to tell me what had ramps or was wheelchair-friendly. Everything was in long text with no mention of accessibility features.
- ❖ **Recommendations** – Please make a page just for accessibility in parks. Use icons like the wheelchair symbol  and say which parks have accessible paths or playgrounds. Also, label any recreation programs that are inclusive or adaptive.

6. User F (Mild Cognitive Disability)

- ❖ **Positive** – When I searched for “accessible parks,” I saw some links that mentioned the Parks department or local parks. That helped me start looking.
- ❖ **Negative** – There wasn’t a page that just talked about accessibility. Most park pages didn’t say if they had ramps or bathrooms you could get to with a wheelchair. Programs didn’t say if they were inclusive.
- ❖ **Recommendations** – Make a page called “Accessible Parks and Programs.” Use symbols like  and say things like “This trail is smooth and flat” or “The restroom is wheelchair-friendly.”

SUMMARY OF OBSERVATIONS AND FINDINGS

In June 2025, the Town of Monument, in collaboration with ACP and Able IT Pros, conducted a comprehensive digital accessibility assessment that combined automated WCAG 2.2 Level AA testing with task-based usability evaluations by participants with diverse disabilities and assistive-technology use. This blended approach provided a comprehensive view of both technical conformance and user experience. These assessments revealed a mix of strengths and significant challenges across both sites. Positively, the sites benefited from consistent top-level navigation structures, generally logical information architecture, and a mobile-responsive design that aided participants’ initial orientation. In addition, some headings, links, and forms were appropriately labeled, which offered partial compatibility with screen readers and voice-control tools, and overall page load performance was acceptable.

Despite several strengths, the assessment identified multiple high-priority accessibility issues that must be addressed to achieve whole WCAG 2.2 Level AA conformance and ensure compliance with Title II and Colorado HB 21-1110 (as clarified by the 2025 OIT Rules and HB 24-1454). Automated testing surfaced multiple code-level failures, including missing or incorrect alternative text for images and icons, insufficient color contrast, improper or inconsistent heading structures, unlabeled form fields, and misuse of interactive elements built with non-semantic HTML tags lacking proper ARIA roles. Additionally, there was a lack of visible keyboard focus indicators, no skip links to bypass repeated content, and inconsistently coded ARIA attributes in menus. Problems also included links opening in new tabs without advance warnings, decorative graphics not being hidden from assistive technology, and navigation landmarks such as breadcrumbs lacking correct ARIA labeling.

Usability testing highlighted barriers that go beyond code compliance, revealing practical obstacles faced by people with disabilities. Participants struggled with hover-only menus that required fine motor precision, language toggles hidden in footers with no feedback or clear focus styling, and search results that often led to outdated or poorly described documents, sometimes available only as PDFs without accessible summaries. Forms presented another layer of frustration due to missing labels, inadequate error messaging, and the use of embedded PDFs that were not accessible. Content discoverability was hampered by dense text blocks, technical jargon, generic

or repetitive link text, and a lack of clear headings or meaningful call-to-actions. Participants also faced challenges with media content, including videos that relied on auto-generated captions without transcripts or audio descriptions, and video controls that were too small and lacked keyboard support.

The participants expressed positive reactions to consistent branding, clear primary headings, and the absence of excessive page-load delays, but described frustration with repetitive link labels, menus collapsing unexpectedly, long and complex forms, and media lacking robust alternative formats. Based on these findings, Able IT Pros recommended a series of improvements, such as applying proper semantic markup for headings and landmarks, adding meaningful alt text and properly hiding decorative elements, improving color contrast and minimum font sizes, and providing keyboard focus indicators and skip links. They also recommended transforming hover-based menus into click-to-toggle patterns with correct ARIA attributes, improving search result labeling and recency, enhancing forms with explicit instructions and accessible error handling, and making media content fully inclusive with edited captions, transcripts, and audio descriptions. Strengthening language toggles with better placement and programmatic announcements were also highlighted.

The Town of Monument's website demonstrates a promising foundation for accessibility. Addressing the identified barriers through targeted remediation, content restructuring, and ongoing monitoring will be essential to ensure an inclusive, equitable, and compliant digital environment for all users.

Establishing accessibility governance, including documented procedures, periodic audits, and clear accountability roles, will enable the Town to maintain progress, demonstrate due diligence under Title II, and ensure sustained digital inclusion.

These findings confirm the Town's active engagement in identifying and removing barriers within its digital environment. The results and subsequent remediation plan serve as evidence of the Town of Monument's good-faith effort to comply with Title II effective-communication requirements and Colorado HB 21-1110 (OIT 2025 Rules Addendum).

SUMMARY OF RECOMMENDATIONS

Working in partnership with ACP, the Town of Monument is implementing a structured, phased approach that combines immediate remediation with long-term governance to achieve and maintain WCAG 2.2 Level AA conformance and Title II compliance. This strategy should include technical corrections, content simplification, accessible documents and media, navigation enhancements, policy integration, and staff training.

To advance accessibility on the Town of Monument website, ACP recommends a comprehensive set of improvements that address technical code issues and user-centered design barriers. At the technical level, priority should be given to applying correct semantic HTML for headings,



landmarks, and other key elements, while ensuring ARIA roles, states, and attributes are used consistently and meaningfully. Alternative text should be added for all informative images and icons, while purely decorative elements should be properly hidden using presentational roles to avoid unnecessary screen reader announcements. Color contrast and minimum font sizes should be brought in line with WCAG guidelines to enhance readability, and visible keyboard focus indicators should be implemented to support keyboard-only navigation. The introduction of skip links at the top of pages will help users bypass repetitive navigation and reach primary content efficiently.

For menus and navigation, hover-based interactions should be replaced or supplemented with click-to-toggle functionality, with correct ARIA markup to indicate expanded or collapsed states, and clear focus and selection indicators. Search functionality should be enhanced with accessible headings, current and clearly dated results, and meaningful summaries instead of relying on poorly tagged or outdated PDFs. Forms require improvements through clearly associated labels, helpful instructions, meaningful error messaging, and properly tagged or HTML-native input structures, with alternatives to embedded PDFs to ensure accessibility. Content should be simplified where possible, with plain language, concise headings, and clearly described links to improve comprehension and navigability, particularly for users with cognitive or vision-related disabilities.

For media, recommendations include replacing auto-generated captions with professionally reviewed alternatives, adding transcripts, and ensuring video players are fully keyboard navigable and screen reader compatible. Audio descriptions should be considered to cover key visual information, and accessible transcripts should be made easily discoverable. Language toggles should be relocated to prominent, consistent positions, enhanced with visible focus indicators, and supported by ARIA live regions that confirm language changes. Finally, reinforcing consistent branding, predictable layouts, and a logical content hierarchy across both sites will support equitable digital access for all users, regardless of their abilities or assistive technology preferences.

SUMMARY OF RECOMMENDATIONS

To maintain compliance and accountability, the Town should implement a Digital Accessibility Maintenance Plan that includes:

- ❖ Quarterly automated scans and annual manual audits/usability tests;
- ❖ Accessibility training for web authors, IT, and communications staff;
- ❖ A published Accessibility Statement and feedback form with two contact methods;
- ❖ Appointment of a Digital Accessibility Coordinator to oversee progress and report annually; and
- ❖ Integration of accessibility checkpoints into all future web updates, contracts, and procurements.



Through these actions, the Town of Monument affirms its continued commitment to maintaining accessible digital services and documenting progress annually. This ongoing process serves as evidence of good-faith compliance under Colorado HB 21-1110 and the 2025 OIT Rules Addendum, ensuring that individuals with disabilities can fully access the Town’s online programs and services.

REFERENCES

Title/Description	URL	Source
WCAG Overview	https://www.w3.org/WAI/standards-guidelines/wcag	W3C
WCAG 2.2 Guidelines	https://www.w3.org/WAI/standards-guidelines/wcag/new-in-22/	W3C
Conformance Evaluation Methodology	https://www.w3.org/WAI/eval/conformance	W3C
Notice of compliance	§ 35.106	ADA.gov
Designation of ADA Coordinator	§35.107(a)	ADA.gov
Grievance procedure	§35.107(b)	ADA.gov
Service animal policy	§ 35.136	ADA.gov
Effective Communication	https://www.ada.gov/resources/effective-communication/	ADA.gov
Colorado HB 21-1110	https://leg.colorado.gov/bills/hb21-1110	Colorado.gov
Colorado HB 24-1454	https://www.accessibility.works/blog/how-to-comply-colorado-hb21-11110-accessibility-law	Accessibility.works
Colorado OIT Technology Accessibility Standards (2025 Rules Addendum)	https://oit.colorado.gov/accessibility-law	Colorado.gov



APPENDIX A – WCAG TRANSITION PLAN DATA TABLE (TPD)

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YOUR PARTNERS IN ACCESSIBILITY

TOWN OF MONUMENT, CO

Policy Assessment Report

Prepared by:
Accessibility Consulting Partners, Inc.

November 6th, 2025

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EXECUTIVE SUMMARY

The Town of Monument proactively initiated this ADA Policy Inventory Review as a good-faith effort under Title II of the Americans with Disabilities Act (ADA). This review evaluates the Town's current administrative documents, identifies policy gaps, and provides model templates aligned with 28 CFR Part 35. This assessment was not initiated in response to a complaint or enforcement action; rather, it reflects the Town's voluntary and proactive commitment to transparency, accountability, and accessibility.

The assessment found that although the Town has implemented foundational documents, such as the ADA Notice and Grievance Procedure, these documents are not posted in accessible formats, and several key Title II program-access policies have not yet been formally adopted or published online. This report provides a roadmap for adoption, publication, and governance to achieve compliance and maintain a culture of accessibility.

Recommendations emphasize publishing administrative minimums, adopting the "program-access core" policies, integrating digital-accessibility governance, and establishing an administrative record for annual updates. Together, these actions will align the Town's practices with federal requirements and Colorado HB 21-1110, ensuring equal access for all residents and visitors.

BACKGROUND

The Town of Monument retained Accessibility Consulting Partners, Inc. (ACP) to evaluate its current ADA-related administrative framework and identify opportunities to strengthen compliance with Title II of the ADA (28 CFR Part 35). This policy assessment reviews all documents, forms, and public-facing postings related to ADA compliance. It distinguishes between administrative prerequisites, required program-access policies, and best-practice recommendations derived from U.S. Department of Justice (DOJ) Project Civic Access settlements. ACP's approach underscores that well-defined policies are foundational to effective, ongoing ADA compliance, influencing day-to-day operations, staff decision-making, and public trust.

A pivotal aspect of this evaluation involves the scrutiny of the Town's policies and procedures related to ADA compliance. While not explicitly mandated by the regulations, ACP advocates for the adoption of a set of ADA-specific policies by state and local governments to ensure ongoing adherence to the regulatory requirements of Title II. Beyond ADA-related policies, other frameworks such as personnel and law enforcement policies should also encompass provisions for policy modifications, the provision of auxiliary aids and services, and other initiatives aimed at guaranteeing inclusive access to public services, programs, and activities within the most suitable integrated setting for individuals' needs. Recognizing the interplay between robust policies and compliant procedures, ACP emphasizes the importance of well-crafted policies in shaping effective operational practices.



EXPLICIT ADMINISTRATIVE REQUIREMENTS

There are three distinct administrative prerequisites within the Part 35 regulations that the Town must satisfy and disclose:

1. A notification of nondiscrimination on the grounds of disability (in accordance with ADA compliance),
2. Provision of the name and contact information of an individual or individuals assigned to coordinate the Town's endeavors to adhere to and fulfill its obligations under the regulations, encompassing any investigation of complaints alleging noncompliance or actions prohibited by the regulations, and
3. Embracing and disseminating a grievance procedure ensuring the swift and fair resolution of complaints alleging actions prohibited by ADA Title II regulations.

In addition to these core requirements, the Town should ensure that each document is publicly available in both HTML and tagged PDF formats, and that they are located within a clearly marked "Accessibility" section of the Town's website. Each of these documents should be reviewed annually to ensure the ADA Coordinator information, contact details, and procedural steps remain current. Maintaining a publicly available record of review reflects continuing compliance and supports good-faith documentation under § 35.106 and § 35.107.

PURPOSE

This report will:

- ❖ Inventory existing Town policies compared to expected policies (based on regulatory requirements)
- ❖ Review existing Town policies and evaluate for consistency with ADA title II requirements and prohibitions
- ❖ Provide a full set of policy templates to replace, enhance, or supplement existing Town policies

ACP recognizes that the Town may adapt these templates to fit its organizational culture and administrative structure. However, ACP strongly recommends that the Town formally adopt and publicly post, at a minimum, the Notice of Nondiscrimination (§35.106), ADA Coordinator Designation (§35.107(a)), and Grievance Procedure (§35.107(b)) to establish baseline compliance. Doing so visibly demonstrates the Town's good-faith commitment to accessibility, while also providing the public with clear information about how to request accommodations, report barriers, and seek resolution under the ADA.

KEY POLICY DOCUMENTS

In addition to the explicit administrative documents, ACP recommends 14 other key policies or documents, each of which aligns with specific regulatory sections or guidance and enforcement actions by the U.S. Department of Justice (DOJ), covering Title II. ACP considers these to be key



policies to ensure ongoing ADA compliance. Those key ADA policies, which include the above-mentioned administrative requirements (indicated by *, in the list below), follow:

- ❖ Appendix A - Self-Evaluation (§35.105)
- ❖ Appendix B - Notice of compliance (§35.106) *
- ❖ Appendix C - Designation of ADA Coordinator (§35.107(a)) *
- ❖ Appendix D - Grievance procedure (§35.107(b)) *
- ❖ Appendix E - General program access (§35.130)
- ❖ Appendix F - Contractor Reps & Certs (§35.130(b))
- ❖ Appendix G - Reasonable modification program policy (§35.130(b)(7))
- ❖ Appendix H - Eligibility criteria (§35.130(b)(8))
- ❖ Appendix I - Service animal policy (§35.136)
- ❖ Appendix J – Other Power-driven mobility device policy (§35.137)
- ❖ Appendix K - Ticketing policy (§35.138)
- ❖ Appendix L - Equal employment policy (§35.140)
- ❖ Appendix M - Reasonable accommodation in employment (§1630.9)
- ❖ Appendix N - Effective communication policy (§35.160)
- ❖ Appendix O - Transportation access policy (§37.5)
- ❖ Appendix P - Emergency management plan (see typical DOJ Settlement Agreement #22)
- ❖ Appendix Q – Information & communication technology (ICT) accessibility policy (see typical DOJ Settlement Agreement, #28(a))

ACP bases this list on regulation for accessibility compliance included in the ADA Amendments Act, as well as review of DOJ Project Civic Access settlement agreements. We base the order of the list on the Part 35 regulations for Title II from DOJ. These templates are provided as guidance at the end of this report.

In addition to ensuring that the three administrative documents are current and accessible, Title II requires that public entities maintain program-level policies addressing program access, reasonable modification, service animals, effective communication, and emergency management. These policies ensure that individuals with disabilities receive equal opportunity to participate in all Town services, programs, and activities. The templates provided in Appendices A–Q are designed to align with DOJ guidance and can be implemented either department-wide or Town-wide, at the discretion of the administrative office.

INVENTORY OF POLICY DOCUMENTS

ACP has determined whether the documents are sufficient to ensure that the Town's practices and procedures are consistent with the requirements and prohibitions of Part 35. The review concluded that the Town currently meets two of the three administrative prerequisites but has not yet formally adopted or published the broader program-access policies identified in Appendices E–Q. Adoption and publication of these additional policies will be necessary to achieve full administrative compliance under Title II. The existing ADA Notice and Grievance Procedure is based on DOJ



templates but is only available as scanned PDFs, creating accessibility barriers for screen-reader users and limiting public visibility. The Town should prioritize converting these documents to accessible, downloadable, and searchable formats.

- ❖ The Town's ADA Notice is based on the DOJ template and was provided to ACP in a scanned pdf document. ACP was not able to locate this document on the website.
- ❖ The Town's ADA Grievance Procedure is based on the DOJ template and was provided to ACP in a scanned pdf document. ACP was not able to locate this document on the website.

The inventory found that no policies were provided by the Town or discovered on its website specific to the following areas of ADA title II compliance:

- ❖ Self-Evaluation (§35.105)
- ❖ Designation of ADA Coordinator (§35.107(a))
- ❖ General program access (§35.130)
- ❖ Contractor Reps & Certs (§35.130(b))
- ❖ Reasonable modification program policy (§35.130(b)(7))
- ❖ Eligibility criteria (§35.130(b)(8))
- ❖ Service animal policy (§35.136)
- ❖ Other Power-driven mobility device policy (§35.137)
- ❖ Ticketing policy (§35.138)
- ❖ Equal employment policy (§35.140)
- ❖ Reasonable accommodation in employment (§1630.9)
- ❖ Effective communication policy (§35.160)
- ❖ Transportation access policy (§37.5)
- ❖ Emergency management plan (see typical DOJ Settlement Agreement #22)
- ❖ Information & communication technology (ICT) accessibility policy (see typical DOJ Settlement Agreement, 28(a))

The Town provided, or ACP discovered on the Town website, the policy and procedure documents listed in the following table:

Document Title	See Comments	No Comments
ADA – Policy & Procedure	X	
ADA – Compliant/Grievance Form	X	
ADA – Grievance Procedure	X	
Notice Under the ADA	X	
Request for Accommodation or Barrier Removal	X	

POLICY TEMPLATES PROVIDED

Appendices A–Q, located at the end of this report, include fully developed policy templates that meet or exceed DOJ Title II expectations and reflect common elements found in Project Civic



Access settlement agreements. These templates are intentionally designed to be ready for adoption with minimal modification. ACP recommends that the Town of Monument adopt each template as an official policy, publish them on the Town website, and maintain an administrative record of adoption and annual review. Examples of department-specific modifications, such as exempting service animals from swimming pools or holding cells, should be formally documented to demonstrate the policy's reasonable application.

REVIEW OF TOWN OF MONUMENT ADA-RELATED POLICY DOCUMENTS

This section of the report will provide observations and comments for documents marked “See Comments,” in the preceding table.

ADA Policy and Procedure

First paragraph of the policy states, “The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees etc.” Policy should be changed to state “with 50 or more employees”. Policy is a scanned pdf document that would be hard to interpret with the use of screen reader technology. ACP was not able to locate this policy on the Town’s website.

Complaint/Grievance Form

Form is a scanned pdf document that would be hard to interpret with the use of screen reader technology. ACP was not able to locate this policy on the Town’s website, even though the Grievance Procedure document states that you can download the form from the Town's website at www.townofmonument.org.

Grievance Procedure

Policy is a copy of the DOJ template, and no issues were noted with the Policies content. Policy is a scanned pdf document that would be hard to interpret with the use of screen reader technology. ACP was not able to locate this policy on the Town’s website.

Notice Under the Americans with Disabilities Act

Policy is a copy of the DOJ template, and no issues were noted with the Policies content. Policy is a scanned pdf document that would be hard to interpret with the use of screen reader technology. ACP was not able to locate this policy on the Town’s website.

Request for Accommodation or Barrier Removal

Form is a scanned pdf document that would be hard to interpret with the use of screen reader technology. Also, the form includes handwritten content that would be impossible to interpret with the use of screen reader technology. ACP was not able to locate this policy on the Town’s website,



even though the Notice Under the Americans with Disabilities Act document states that you can download the form from the Town's website at www.townofmonument.org.

GOVERNANCE AND IMPLEMENTATION

To maintain consistent compliance, the Town should establish an Accessibility Governance Framework consisting of:

- ❖ Designation of an ADA Coordinator and a Digital Accessibility Coordinator to oversee Title II, Section 504, and digital accessibility compliance;
- ❖ Quarterly automated website scans and annual manual accessibility audits;
- ❖ Training for staff on effective communication, reasonable modifications, program access, and public interaction to ensure consistent application of ADA policies; and
- ❖ An administrative record tracking policy adoptions, public requests, grievances, and resolutions.

These actions mirror the Town's digital accessibility commitments and Colorado HB 21-1110 (OIT 2025 Rules Addendum) requirements, ensuring that physical and digital accessibility governance remain aligned.

SUMMARY OF RECOMMENDATIONS

The following phased recommendations are intended to provide a structured and achievable roadmap toward full ADA Title II compliance and continued program accessibility.

ACP recommends a four-phase approach to bring the Town into full Title II policy compliance and public transparency:

- ❖ Phase 1 (0–30 days) Publish Administrative Minimums
Post HTML and tagged PDF versions of the ADA Notice (§35.106), Coordinator Designation (§35.107(a)), and Grievance Procedure (§35.107(b)) on the Town website, each with two contact methods and a fillable web form.
- ❖ Phase 2 (30–90 days) Adopt Program-Access Core Policies
Approve and publish the following templates: Program Access, Reasonable Modification, Eligibility Criteria, Service Animals, Other Power-Driven Mobility Devices, and Effective Communication (including emergency communication protocols).
- ❖ Phase 3 (90–180 days) Governance & Procurement
Adopt the ICT/Digital Accessibility Policy (Appendix Q) and Contractor Representations & Certifications (Appendix F). Integrate accessibility requirements into all contracts, RFPs, and website updates.
- ❖ Phase 4 (annually) Administrative Record & Update



- ❖ Maintain an Administrative Record documenting adoptions, requests, grievances, and resolutions. Publish an annual Accessibility Update report summarizing policy changes and progress.

These efforts will also serve as tangible evidence of compliance should the Town ever undergo a DOJ or OIT review, establishing that accessibility governance and policy implementation are active, measurable, and verifiable.

CONCLUSION

The Town of Monument has taken an important and proactive step in assessing the policies and administrative framework that guide its compliance with Title II of the Americans with Disabilities Act (ADA) and 28 CFR Part 35. This Policy Assessment demonstrates the Town's commitment to accessibility as both a legal requirement and a core public value. By voluntarily undertaking this review, the Town has established a transparent record of its existing practices and has identified actionable measures to ensure equitable access for all community members.

By implementing the recommendations outlined in this report, the Town will achieve complete alignment with Title II's administrative requirements, including the ADA Notice, ADA Coordinator designation, Grievance Procedure, and broader program-access policies. These steps will also create a sustainable system for maintaining compliance by formalizing review, adoption, and publication processes that ensure all ADA-related documents remain accurate, accessible, and publicly available.

The Town's efforts extend beyond minimum compliance. By adopting accessible formats, publishing centralized resources, and integrating digital accessibility governance, Monument is positioning itself as a model Title II entity that values inclusion, transparency, and responsiveness. This proactive approach reinforces trust between the Town and its residents, and it ensures that accessibility remains a visible and measurable priority across all programs, services, and activities.

Accessibility Consulting Partners, Inc. commends the Town of Monument for taking the initiative in this process and for its continued leadership in advancing accessibility. The actions outlined in this report represent not only a pathway to full compliance but also an ongoing commitment to fostering an inclusive, equitable, and accessible community for everyone.

By maintaining this proactive framework and documenting its annual reviews, the Town of Monument will continue to exemplify best practices among Colorado municipalities and demonstrate lasting compliance with both federal and state accessibility mandates.



APPENDICES

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APPENDIX A – Self-Evaluation (§35.105)

THE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION POLICY (§35.105)

It is the policy of the Town of Monument, Colorado to continually evaluate its current services, programs, activities, policies, practices, and the effects thereof, to identify any that do not or may not meet the requirements of the Americans with Disabilities Act Part 35 regulations. To the extent modification of any such services, programs, activities, policies, and practices is required, the Town of Monument will proceed to make the necessary modifications.

The Town of Monument will provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.

Among the Town of Monument ADA Coordinator's duties is the responsibility for ensuring that the self-evaluation process is maintained. The ADA Coordinator will keep a log of interested persons who have been consulted, or who have made comments, or filed complaints. When complaints are filed, the ADA Coordinator will follow the Town of Monument Grievance Procedure.

The ADA Coordinator will maintain a log describing areas of facilities or programs that have been examined and any problems identified; and description of modifications made to mitigate problems.

The Town of Monument will ensure that accessible features of its facilities are maintained in operating order. While temporary interruptions in service or access due to maintenance or repairs are permitted, the Town of Monument will make efforts to ensure the prompt return to service of accessible features.

When new services, programs, or activities are introduced, the Town of Monument will ensure that such services, programs, and activities, when viewed in their entirety, will be accessible to and usable by individuals with disabilities. When programs are re-located to different facilities, the Town of Monument will remove or mitigate any architectural barriers in such facilities, prior to relocation of services, programs, or activities.



APPENDIX B – Notice of Compliance (§35.106) *



NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (§35.106)

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), The Town of Monument, Colorado will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The Town of Monument does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

Effective Communication: The Town of Monument will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town of Monument programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The Town of Monument will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all the Town of Monument programs, services, and activities. For example, individuals with service animals are welcomed in Town of Monument offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Town of Monument program, service, or activity, should contact the office of [NAME and contact info for ADA Coordinator] as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Town of Monument to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that the Town of Monument program, service, or activity is not accessible to persons with disabilities should be directed to [NAME and contact information of ADA Coordinator].

The Town of Monument will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.



Appendix C – Designation of ADA Coordinator (§35.107(a)) *

THE AMERICANS WITH DISABILITIES ACT (ADA) DESIGNATION OF ADA COORDINATOR (§35.107(a))

The Town of Monument, Colorado has designated an ADA Coordinator as required by the ADA. Questions, concerns, suggestions, or requests related to issues covered by the ADA must be brought to the attention of the ADA Coordinator.

The duties of the Town of Monument ADA Coordinator will include the coordination of the Town's efforts to comply with and fulfill its responsibilities under the Americans with Disabilities Act title II regulations. The Town's ADA Coordinator will investigate any complaint communicated to the Town alleging its noncompliance with the Americans with Disabilities Act Title II regulations or alleging any actions that would be prohibited by the Americans with Disabilities Act title II regulations. In response to complaints from the public, individuals with disabilities, or organizations representing individuals with disabilities, the ADA Coordinator will follow the Town of Monument Grievance Procedure

The Town of Monument ADA Coordinator can be contacted by writing to: [NAME], ADA Coordinator, The Town of Monument, [XXXX Street, XXXXXX, XX XXXXX]; by telephoning [(XXX) XXX-XXXX] between the hours of [X:00 a.m. and X:00 p.m.] on weekdays; by email at [ADACoordinator@xxxxmail.gov].

Where it is appropriate and necessary, the Town of Monument departments and divisions will designate an employee to coordinate the department or divisions efforts to comply with and fulfill its responsibilities under the Americans with Disabilities Act Title II regulations. Any employees designated to perform these duties within their departments or divisions will liaise, interact, and coordinate with the Town's ADA Coordinator to ensure the Town's consistent and comprehensive compliance with the Americans with Disabilities Act Title II regulations.



Appendix D – Grievance Procedure (§35.107(b))

THE AMERICANS WITH DISABILITIES ACT (ADA) GREIVANCE PROCEDURE (§35.107(b))

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging disability-based discrimination in the provision of services, activities, programs, or benefits by the Town of Monument, Colorado. The Town's Personnel Policy governs employment-related complaints of disability discrimination.

Submitting a Complaint

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than **60** calendar days after the alleged violation to:

[Name and address, email address, & phone # of ADA Coordinator]

Complaint Process

Within 15 calendar days after receipt of the complaint, [NAME of ADA Coordinator] or [NAME of his/her designee] will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, [NAME of ADA Coordinator] or [NAME of his/her designee] will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Monument and offer options for substantive resolution of the complaint.

Appeal

If the response by [NAME of ADA Coordinator] or [his/her designee] does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within [XX] calendar days after receipt of the response to [Town Manager/Mayor] or [NAME of his/her designee].

Appeal Process

Within [XX] calendar days after receipt of the appeal, [Town Manager/Mayor] or [NAME of his/her designee] will meet with the complainant to discuss the complaint and possible resolutions. Within [XX] calendar days after the meeting, [Town Manager/Mayor] or [his/her designee] will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

Response

All written complaints received by [NAME of ADA Coordinator] or [NAME of his/her designee], appeals to [Town Manager/Mayor] or [NAME of his/her designee], and responses from these two offices will be retained by the Town for at least three years.



Appendix E – General Program Access (§35.130)

THE AMERICANS WITH DISABILITIES ACT (ADA) GENERAL PROGRAM ACCESS POLICY (§35.130)

It is the policy of the Town of Monument, Colorado to ensure that no qualified individual with a disability will, on the basis of disability, be excluded from participation in or be denied the benefits of its services, programs, or activities, or be subjected to discrimination by the Town of Monument.

The Town, in providing any aid, benefit, or service, will not, directly or through contractual, licensing, or other arrangements, on the basis of disability—

- (i) Deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- (ii) Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (iii) Provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;
- (iv) Provide different or separate aids, benefits, or services to individuals with disabilities or to any class of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others;
- (v) Aid or perpetuate discrimination against a qualified individual with a disability by providing significant assistance to an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the public entity's program;
- (vi) Deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
- (vii) Otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or service.

The Town of Monument will not deny a qualified individual with a disability the opportunity to participate in services, programs, or activities that are not separate or different, despite the existence of permissibly separate or different programs or activities.



Appendix F – Contractor Reps & Certs (§35.130(b))

THE AMERICANS WITH DISABILITIES ACT (ADA) CONTRACTORS, LICENSING, and CERTIFICATION POLICY (§35.130(b))

The Town of Monument, Colorado will not directly or through contractual or other arrangements, utilize criteria or methods of administration:

- i. That have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability;
- ii. That have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the Town's program with respect to individuals with disabilities; or
- iii. That perpetuate the discrimination of another public entity if both the Town of Monument and the other entity are subject to common administrative control or both are agents of the State of Colorado.

The Town, in the selection of procurement contractors, may not use criteria that subject qualified individuals with disabilities to discrimination on the basis of disability.

The Town of Monument will not administer a licensing or certification program in a manner that subjects qualified individuals with disabilities to disability-based discrimination, nor will the Town of Monument establish requirements for the programs or activities of licensees or certified entities that subject qualified individuals with disabilities to discrimination on the basis of disability. The programs or activities of entities that are licensed or certified by the Town of Monument are not, themselves, covered by Title II.



Appendix G – Reasonable Modification Program Policy (§35.130(b)(7))

THE AMERICANS WITH DISABILITIES ACT (ADA) REASONABLE MODIFICATION POLICY (§35.130(b)(7))

It is the policy of the Town of Monument, Colorado, to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid disability-based discrimination.

Requests for modifications in policies, practices, or procedures will be granted unless the Town of Monument can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

The Town of Monument is not required to provide a reasonable modification to an individual who meets the definition of “disability” solely under the “regarded as” prong of the definition of disability. Nothing in the Americans with Disabilities Act Part 35 regulations provides the basis for a claim that an individual without a disability was subject to discrimination because of a lack of disability, including a claim that an individual with a disability was granted a reasonable modification that was denied to an individual without a disability.

The Town of Monument may impose legitimate safety requirements necessary for the safe operation of its services, programs, and activities. However, The Town of Monument will ensure that its safety requirements are based on actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities.

ADA Part 35 regulations do not require the Town of Monument to provide to individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices, such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting, or dressing.



Appendix H – Eligibility Criteria (§35.130(b)(8))

THE AMERICANS WITH DISABILITIES ACT (ADA) NONDISCRIMINATORY ELIGIBILITY CRITERIA POLICY (§35.130(b)(8))

The Town of Monument, Colorado will not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any service, program, or activity, unless such criteria can be shown to be necessary for the provision of the service, program, or activity being offered.

The Town of Monument may impose or apply eligibility criteria that screen out or might screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any service, program, or activity, when such eligibility criteria are in place to avoid a fundamental alteration in the nature of a program or because of a legitimate safety requirement. The Town of Monument will ensure that its safety requirements are based on actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities.

In those circumstances where personnel of the Town of Monument believe that waiving eligibility criteria would fundamentally alter a service, program, or activity, the Town of Monument must prove that waiving eligibility criteria would result in such alteration. The decision that waiving eligibility criteria would result in such alteration must be made by the Town of Monument manager or his or her designee after considering all reasonable methods or means of providing access to the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration, the Town of Monument must take any other action that would not result in such an alteration but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the Town of Monument.



Appendix I – Service Animal Policy (§35.136)

THE AMERICANS WITH DISABILITIES ACT (ADA) SERVICE ANIMAL POLICY (§35.136)

It is the policy of the Town of Monument, Colorado, to ensure that individuals with disabilities may be accompanied by their service animals wherever members of the public may go.

The U.S. Department of Justice enforces Title II of the ADA and the associated regulations and standards that apply to state and local governments. Under the ADA, service animals are dogs that are individually trained to do work or perform tasks for people with disabilities. The Town of Monument welcomes persons with disabilities who are accompanied by service animals in all our buildings, programs, and activities. No identification or special tags are required. Service animals must be harnessed or leashed unless those devices interfere with the work the service animal performs. In cases where the service animal is not leashed or harnessed, the handler must have the service animal under voice or signal control. If a service animal becomes disruptive, a Town staff person may ask that the service animal be removed. The Town of Monument will consider making a reasonable modification to this policy to permit the use of miniature horses, as a service animal, on a case-by-case basis. The Town's ADA coordinator should be contacted to discuss this.

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

Where Service Animals Are Allowed

Under the ADA, The Town of Monument generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go. For example, in a hospital it would be inappropriate to exclude a service animal from areas such as patient rooms, clinics, cafeterias, or examination rooms. However, it may be appropriate to exclude a service animal from operating rooms or burn units where the animal's presence may compromise a sterile environment.

Service Animals Must Be Under Control

Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Inquiries, Exclusions, Charges, and Other Specific Rules Related to Service Animals

- When it is not obvious what service an animal provides, only limited inquiries are allowed. Staff may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. Staff cannot ask about the person's disability, require medical



documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

- Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- A person with a disability cannot be asked to remove her service animal from the premises unless: (1) the dog is out of control, and the handler does not take effective action to control it or (2) the dog is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with a disability the opportunity to obtain goods or services without the animal's presence.
- Establishments that sell or prepare food must allow service animals in public areas even if state or local health codes prohibit animals on the premises.
- People with disabilities who use service animals cannot be isolated from other patrons, treated less favorably than other patrons, or charged fees that are not charged to other patrons without animals. In addition, if a program or agency requires a deposit or fee to be paid by patrons with pets, it must waive the charge for service animals.
- If a program or agency normally charges patrons for damage that they cause, a customer with a disability may also be charged for damage caused by himself or his service animal.
- Staff are not required to provide care or food for a service animal.



Appendix J – Powered Mobility Policy (§35.137)

THE AMERICANS WITH DISABILITIES ACT (ADA) MOBILITY DEVICE POLICY (§35.137)

It is the policy of the Town of Monument, Colorado to permit individuals with mobility disabilities to use wheelchairs and manually powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

The Town of Monument will make reasonable modifications in its policies, practices, or procedures to permit the use of other power-driven mobility devices by individuals with mobility disabilities, unless Town of Monument can demonstrate that the class of other power-driven mobility devices cannot be operated in accordance with legitimate safety requirements adopted by the Town. The Town of Monument will ensure that its safety requirements are based on actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities. The operation of other power-driven mobility devices in a manner or in a facility where such an operation violates the Town's legitimate safety requirements would fundamentally alter the nature of the program.

In determining whether a particular other power-driven mobility device can be allowed in a specific facility, as a reasonable modification, Town of Monument will apply the following assessment factors:

- i. The type, size, weight, dimensions, and speed of the device;
- ii. The facility's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);
- iii. The facility's design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);
- iv. Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and
- v. Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources or poses a conflict with Federal land management laws and regulations.

The Town of Monument employees will not ask an individual using a wheelchair or other power-driven mobility device questions about the nature and extent of the individual's disability.

However, the Town of Monument employees may make inquiries into the use of other power-driven mobility devices. The Town of Monument employees may ask a person using another power-driven mobility device to provide a credible assurance that the mobility device is required because of the person's disability. The Town of Monument, when permitting the use of another power-driven mobility device by an individual with a mobility disability, will accept the presentation of a valid, State-issued, disability parking placard or card, or other State-issued proof of disability as a credible assurance that the use of the other power-driven mobility device is for the individual's mobility disability. In lieu of a valid, State-issued disability parking placard or card, or State-issued proof of disability, the Town of Monument will accept as a credible assurance a verbal representation, not contradicted by observable fact, that the other power-driven mobility device is being used for a mobility disability. A "valid" disability placard or card is one that



is presented by the individual to whom it was issued and is otherwise in compliance with the State of issuance's requirements for disability placards or cards.



Appendix K – Ticketing Policy (§35.138)

THE AMERICANS WITH DISABILITIES ACT (ADA) TICKETING POLICY (§ 35.138)

The Town of Monument, Colorado will provide wheelchair spaces and companion seats that comply with sections 221 and 802 of the 2010 Standards along with any other seats required to be offered for sale to people with disabilities. The Town of Monument will ensure that individuals with disabilities have an equal opportunity to purchase tickets for accessible seating when selling tickets for a single event or series of events at Town of Monument facilities. The Town of Monument will ensure that people with disabilities will have an equal opportunity:

- (i) During the same hours;
- (ii) During the same stages of ticket sales, including, but not limited to, pre-sales, promotions, lotteries, wait-lists, and general sales;
- (iii) Through the same methods of distribution;
- (iv) In the same types and numbers of ticketing sales outlets, including telephone service, in-person ticket sales at the facility, or third-party ticketing services, as other patrons; and
- (v) Under the same terms and conditions as other tickets sold for the same event or series of events.

Identification of Available Accessible Seating

The Town of Monument will, upon inquiry:

- (1) Inform individuals with disabilities, their companions, and third parties purchasing tickets for accessible seating on behalf of individuals with disabilities of the locations of all unsold or otherwise available accessible seating for any ticketed event or events at the facility;
- (2) Identify and describe the features of available accessible seating in enough detail to reasonably permit an individual with a disability to assess independently whether a given accessible seating location meets his or her accessibility needs; and
- (3) Provide materials, such as seating maps, plans, brochures, pricing charts, or other information, which identify accessible seating and information relevant thereto with the same text or visual representations as other seats if such materials are provided to the general public.

Ticket Prices

The Town of Monument will set the price of tickets for accessible seating for a single event or series of events no higher than the price for other tickets in the same seating section for the same event or series of events. The Town of Monument will make available tickets for accessible seating at all price levels for every event or series of events. If tickets for accessible seating at a particular price level are not available because of inaccessible features, then the Town of Monument will offer for purchase the percentage of tickets for accessible seating that should have been available at that price level (determined by the ratio



of the total number of tickets at that price level to the total number of tickets in the assembly area), at that price level, in a nearby or similar accessible location.

Purchasing Multiple Tickets

(1) The Town of Monument will make available for purchase three additional tickets for seats in the same row that are contiguous with the wheelchair space, for each ticket for a wheelchair space purchased by an individual with a disability or a third-party purchasing such a ticket at his or her request, if at the time of purchase there are three such seats available. The ADA's Title II regulations require the Town of Monument to provide no more than three contiguous seats for each wheelchair space. Such seats may include wheelchair spaces.

(2) When there are fewer than three such additional contiguous seat tickets available for purchase, and if the Town of Monument allows patrons to purchase at least four tickets, the Town of Monument will offer the next highest number of such seat tickets available for purchase and will make up the difference by offering tickets for sale for seats that are as close as possible to the accessible seats.

(3) When the Town of Monument limits sales of tickets to fewer than four seats per patron, then the Town of Monument will offer as many seats to patrons with disabilities, including the ticket for the wheelchair space, as it would offer to patrons without disabilities.

(4) When the Town of Monument allows patrons to purchase more than four tickets, the Town of Monument will allow patrons with disabilities to purchase up to the same number of tickets, including the ticket for the wheelchair space.

(5) When a group includes one or more individuals who need to use accessible seating because of a mobility disability or because their disability requires the use of the accessible features that are provided in accessible seating, the Town of Monument will place the group in a seating area with accessible seating so that, if possible, the group can sit together. If it is necessary to divide the group, the Town of Monument will divide the group so that the individuals in the group who use wheelchairs will not be isolated from their group.

Hold-and Release of Tickets for Accessible Seating

(1) The Town of Monument may release unsold tickets for accessible seating for sale to individuals without disabilities for their own use for a single event or series of events only under the following, limited circumstances—

- (i) When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold;
- (ii) When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or
- (iii) When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category.

(2) The ADA's title II regulations do not require a facility to release tickets for accessible seating to individuals without disabilities for their own use.



(3) The Town of Monument will allow release of series-of-events tickets on a series-of-events basis, per the following:

(i) When series-of-events tickets are sold out, where no ownership rights are attached, and the Town of Monument releases and sells accessible seating to individuals without disabilities for a series of events, the Town of Monument will establish a process that prevents the automatic reassignment of the accessible seating to such ticket holders for future seasons, future years, or future series. The Town of Monument will ensure that individuals with disabilities who require the features of accessible seating and who become newly eligible to purchase tickets when these series-of-events tickets are available for purchase have an opportunity to do so.

(ii) When series-of-events tickets with an ownership right in accessible seating areas are forfeited or otherwise returned to the Town of Monument, the Town of Monument will ensure that its practices and procedures afford individuals with mobility disabilities or individuals with disabilities that require the features of accessible seating an opportunity to purchase such tickets in accessible seating areas.

Ticket Transfer

The Town of Monument will permit individuals with disabilities who hold tickets for accessible seating to transfer tickets to third parties under the same terms and conditions and to the same extent as other spectators holding the same type of tickets, whether they are for a single event or series of events.

Secondary Ticket Market

(1) The Town of Monument will ensure that an individual with a disability may use a ticket acquired in the secondary ticket market under the same terms and conditions as other individuals who hold a ticket acquired in the secondary ticket market for the same event or series of events.

(2) If an individual with a disability acquires a ticket or series of tickets to an inaccessible seat through the secondary market, The Town of Monument will allow the individual to exchange his ticket for one to an accessible seat in a comparable location when accessible seating is vacant at the time the individual presents the ticket to the Town.

(3) Consistent with the Town of Monument CONTRACTORS, LICENSING, and CERTIFICATION POLICY, the Town of Monument will ensure that any entity acting on behalf of the Town of Monument in the sale or distribution of tickets for events at Town of Monument facilities will comply with all requirements of this policy.

Prevention of Fraud in Purchase of Tickets for Accessible Seating

The Town of Monument will not require proof of disability, including, for example, a doctor's note, before selling tickets for accessible seating.

(1) For the sale of single-event tickets, the ADA's Title II regulations permit the Town of Monument to inquire whether the individual purchasing the tickets for accessible seating has a mobility disability or a disability that requires the use of the accessible features that are provided in accessible seating, or is purchasing the tickets for an individual who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.



(2) For series-of-events tickets, the ADA's Title II regulations permit the Town of Monument to ask the individual purchasing the tickets for accessible seating to attest in writing that the accessible seating is for a person who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.

(3) The ADA's Title II regulations permit the Town of Monument to investigate the potential misuse of accessible seating where there is good cause to believe that such seating has been purchased fraudulently.



Appendix L – Equal Employment Policy (§35.140)

THE AMERICANS WITH DISABILITIES ACT (ADA) EQUAL EMPLOYMENT POLICY (§35.140)

The Town of Monument, Colorado will provide equal employment opportunities for individuals with disabilities.

The Town of Monument will not discriminate, based on disability, against a qualified individual in regard to:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Town;
- (vii) Selection and financial support for training including apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Town, including social and recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

Prohibited Discrimination

For purposes of this policy, the term discrimination includes, but is not limited to, the following actions:

- i. Segregation, or classification of a job applicant or employee in a way that adversely affects his or her employment opportunities or status based on disability.
- ii. Participation in a contractual or other arrangement or relationship that has the effect of subjecting the Town of Monument own qualified applicant or employee with a disability to the discrimination prohibited by this Americans with Disabilities title I regulations. The phrase contractual or other arrangement or relationship includes, but is not limited to, a relationship with an employment or referral agency; labor union, including collective bargaining agreements; an organization providing fringe benefits to an employee of the Town of Monument; or an organization providing training and apprenticeship programs. This section applies to the Town, with respect to its own applicants or employees, whether the Town offered the contract or initiated the relationship, or whether the Town accepted the contract or acceded to the relationship. The Town of Monument is not liable for the actions of the other party or parties to the contract which only affect that other party's employees or applicants.



- iii. The Town of Monument will not use standards, criteria, or methods of administration, which are not job-related and consistent with business necessity, and:
 - (a) That have the effect of discriminating based on disability; or
 - (b) That perpetuates the discrimination of others who are subject to common administrative control.
- iv. The Town of Monument will not exclude or deny equal jobs or benefits to, or otherwise discriminate against, a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a family, business, social or other relationship or association.
- v. The Town of Monument will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, consistent with the Town of Monument ADA Reasonable Accommodation Policy.
- vi. The Town of Monument will not use qualification standards, employment tests or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test, or other selection criteria, as used by the Town of Monument is shown to be job related for the position in question and is consistent with business necessity.
- vii. The Town of Monument will not use qualification standards, employment tests, or other selection criteria based on an individual's uncorrected vision, unless the standard, test, or other selection criterion, as used by the Town, is shown to be job related for the position in question and is consistent with business necessity. An individual challenging the Town's application of a qualification standard, test, or other criterion based on uncorrected vision need not be a person with a disability but must be adversely affected by the application of the standard, test, or other criterion.
- viii. The Town of Monument will select and administer tests concerning employment in the most effective manner to ensure that, when a test is administered to a job applicant or employee who has a disability that impairs sensory, manual or speaking skills, the test results accurately reflect the skills, aptitude, or whatever other factor of the applicant or employee that the test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant (except where such skills are the factors that the test purports to measure).
- ix. The Town of Monument will not discriminate against any individual because that individual has opposed any act or practice made unlawful by the Americans with Disabilities Act title I regulations or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision contained in the Americans with Disabilities Act Title I regulations.
- x. The Town of Monument will not coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of, or because that individual aided or encouraged any other individual in the exercise of, any right granted or protected by the Americans with Disabilities Act title I regulations.
- xi. The Town of Monument will not allow its employees to coerce, intimidate, threaten, or harass any employee or applicant with a disability.



- xii. The Town of Monument will not, except as permitted by EEOC regulation §1630.14, conduct a medical examination of an applicant or make inquiries as to whether an applicant is an individual with a disability or as to the nature or severity of such disability.
- xiii. The Town of Monument will not, except as permitted by EEOC regulation §1630.14, require a medical examination of an employee or make inquiries as to whether an employee is an individual with a disability or as to the nature or severity of such disability.

Effective Communication

The Town of Monument will ensure that communication with applicants and employees who are deaf, hard of hearing, blind, low-vision, or have impaired speaking skills is as effective as communication with other applicants and employees. To achieve effective communication, the Town of Monument will provide auxiliary aids and services consistent with the Town of Monument ADA Effective Communication Policy.

Applicants

The Town of Monument may make pre-employment inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or to demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions.

The Town of Monument may require a medical examination (and/or inquiry) after making an offer of employment to a job applicant and before the applicant begins his or her employment duties, and may condition an offer of employment on the results of such examination (and/or inquiry), if all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of disability. The Town of Monument will collect and maintain on separate forms and in separate medical files and treat as a confidential medical record any information obtained resulting from such medical examination (and/or inquiry), regarding the medical condition or history of the applicant, except that:

- (i) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- (ii) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- (iii) Government officials investigating compliance with this part will be provided relevant information on request.

The Town of Monument will not use the results of such examination for any purpose inconsistent with the Americans with Disabilities Act title I regulations.

Employees

The Town of Monument may conduct medical examinations in accordance with the above section (Prohibited Discrimination, xiii.) that are not job-related and consistent with business necessity. However, if the Town of Monument uses certain criteria to screen out an employee or employees with disabilities as a result of such an examination or inquiry, the exclusionary criteria must be job-related and consistent with business necessity, and performance of the essential job functions cannot be accomplished with reasonable accommodation as required by the Americans with Disabilities Act Title I regulations.



The Town of Monument may require a medical examination (and/or inquiry) of an employee that is job-related and consistent with business necessity. Town of Monument may make inquiries into the ability of an employee to perform job-related functions.

The Town of Monument will collect and maintain on separate forms and in separate medical files and treat as a confidential medical record any information obtained under the previous sections, regarding the medical condition or history of any employee, except that:

- (i) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- (ii) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- (iii) Government officials investigating compliance with this part shall be provided relevant information on request.

The Town of Monument will not use information regarding the medical condition or history of any employee for any purpose inconsistent with the Americans with Disabilities Act Title I regulations.

The Town of Monument may conduct voluntary medical examinations and activities, including voluntary medical histories, which are part of an employee health program available to employees at the work site.



Appendix M – Reasonable Accommodation in Employment (§1630.9)

THE AMERICANS WITH DISABILITIES ACT (ADA) REASONABLE ACCOMMODATION POLICY (§1630.9)

The Town of Monument, Colorado will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless the Town of Monument can demonstrate that the accommodation would impose an undue hardship on the operation of the Town's business.

The Town of Monument will not deny employment opportunities to an otherwise qualified job applicant or employee with a disability based on the need of the Town to make reasonable accommodation to such individual's physical or mental impairments.

Americans with Disabilities Act title I regulations do not require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit which such qualified individual chooses not to accept. However, Americans with Disabilities Act title I regulations do not require the Town of Monument to consider to be qualified, an individual who rejects a reasonable accommodation, aid, service, opportunity or benefit that is necessary to enable the individual to perform the essential functions of the position held or desired, and who cannot, because of that rejection, perform the essential functions of the position.

The Town, absent undue hardship, will provide a reasonable accommodation to an otherwise qualified individual who meets the definition of disability under the Americans with Disabilities Act Title I regulations' "actual disability" prong, or "record of" prong. The Town of Monument will not provide a reasonable accommodation to an individual who meets the definition of disability solely under the Americans with Disabilities Act title I regulations' "regarded as" prong.

The Town of Monument will, upon the request of a qualified individual who is known to have, or who discloses, a disability (as defined by the Americans with Disabilities Act Title I regulations, §1630.2 Definitions), enter into an interactive process to identify an appropriate reasonable accommodation for that individual. An appropriate reasonable accommodation will overcome a qualified individual's limitations, making it possible for the individual to perform the essential job functions of their position. An appropriate reasonable accommodation will not impose an undue hardship on the operation of the Town's business, cause a direct threat to members of the public or other Town of Monument employees, or violate legitimate safety requirements.



Appendix N – Effective Communication Policy (§35.160)

THE AMERICANS WITH DISABILITIES ACT (ADA) EFFECTIVE COMMUNICATION POLICY (§35.160)

It is the policy of the Town of Monument, Colorado to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications are with others.

The Town, through its agencies, will furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, members of the public, and companions an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by the Town.

The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication involved; and the context in which the communication is taking place. To be effective, auxiliary aids and services will be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.

Auxiliary aids and services include:

- (1) qualified interpreters on-site or through video remote interpreting (VRI) services, notetakers, real-time computer-aided transcription services, written materials, exchanges of written notes, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, including real-time captioning, voice, text, and video-based telecommunications products and systems, including text telephones (TTY's), video telephones, and captioned telephones, or equally effective telecommunications devices, videotext displays, accessible electronic and information technology, or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing; and
- (2) qualified readers; taped texts; audio recordings, Braille materials and displays, screen reader software, magnification software, optical readers, second auditory programs (SAP), large print materials, electronic and information technology, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

When an auxiliary aid or service is requested, the Town of Monument will give primary consideration to the choice expressed by the individual with disabilities. The Town will honor the choice unless:

- (1) it can show that another effective means of communication is available;
- (2) it can show that the use of the means chosen would result in a fundamental alteration in the service, program, or activity; or
- (3) it can show that the use of the means chosen would result in undue financial burden to the Town

The Town of Monument agency will consult with the individual with a disability to identify an effective manner of communication that can be achieved with the individual in the context of the agency's program,



service, or activity. The Town will not require an individual with a disability to bring another individual to interpret for him or her.

The Town of Monument will not require an adult accompanying an individual with a disability to interpret or facilitate communication except -

- (1) In an emergency involving imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or
- (2) Where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on the adult for assistance is appropriate under the circumstances

The Town of Monument will not rely on a minor child to interpret or facilitate communications, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.

When the Town of Monument uses an automated-attendant system, including, but not limited to, voice mail and messaging, or an interactive voice response system, for receiving and directing incoming telephone calls, that system must provide effective real-time communication with individuals using auxiliary aids and services, including TTY's and all forms of FCC-approved telecommunications relay systems, including Internet-based relay systems.

The Town of Monument will respond to telephone calls from a telecommunications relay service established under Title IV of the ADA in the same manner that it responds to other telephone calls.



Appendix O – Transportation Access Policy (§37.5)

THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSPORTATION ACCESS POLICY (§37.5)

The Town of Monument, Colorado will not discriminate against an individual with a disability in connection with the provision of transportation service.

Notwithstanding the provision of any special transportation service to individuals with disabilities, the Town of Monument will not, based on disability, deny to any individual with a disability the opportunity to use Town of Monument transportation service for the general public, if the individual is capable of using that service. This applies to transportation that is provided as a benefit or condition of participation in any service, program, or activity of the Town of Monument.

The Town of Monument will not require an individual with a disability to use designated priority seats if the individual does not choose to use these seats.

The Town of Monument will not impose special charges on individuals with disabilities, including individuals who use wheelchairs, for providing services required by this U.S. Department of Transportation title II, Subpart B regulations or otherwise necessary to accommodate them.

The Town of Monument will not require that an individual with disabilities be accompanied by an attendant.

The Town of Monument will not refuse to serve an individual with a disability or require anything contrary to this U.S. Department of Transportation title II, Subpart B regulations because its insurance company conditions coverage or rates on the absence of individuals with disabilities or requirements contrary to U.S. Department of Transportation title II, Subpart B regulations.

It is not discrimination under U.S. Department of Transportation Title II, Subpart B regulations for Town of Monument to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, the Town of Monument will not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the Town of Monument or other persons.

The Town, if it provides any designated public transportation will make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services, subject to the limitations of U.S. Department of Transportation Title II, Subpart B regulations [§37.169(c)(1)-(3)].

In choosing among alternatives for meeting nondiscrimination and accessibility requirements with respect to new, altered, or existing facilities, or designated transportation services, the Town of Monument will give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.



Appendix P – Emergency Management Plan ([see DOJ Settlement Agreements](#))

THE AMERICANS WITH DISABILITIES ACT (ADA) EMERGENCY MANAGEMENT PLAN DEVELOPMENT POLICY

The Town of Monument, Colorado will not discriminate against an individual with a disability in connection with participation in services and activities provided in the development, implementation, and execution of Town of Monument emergency management plan. Town of Monument will ensure that in every aspect, facet, and feature its emergency management plan will consider any potential barriers that might exclude or limit the opportunity for people with disabilities to participate in and benefit from Town of Monument emergency management plan. This policy extends to any and all public or private entities and organizations in conjunction with Town of Monument managed response to emergent situations.

Town of Monument recognizes that emergency management is wide-ranging. It includes all programs, services, and activities related to emergencies and disasters, including, but not limited to the following:

- Preparation – advance planning for emergencies and disasters;
- Testing of Preparedness – staging emergency simulations and other approaches to evaluating the effectiveness of emergency preparedness;
- Notification – alerting the public to emergencies and disasters and to available programs, services, and activities;
- Ensuring the functional operation of reverse 9-1-1, including texting capacity, and captioned warning announcements on television and websites;
- Provision for auxiliary aids and services necessary for effective communication at all planned emergency shelters;
- Community Evacuation and Transportation;
- Emergency Shelter Programs;
- Temporary Lodging and Housing;
- Social Services and Emergency- and Disaster-Related Benefit Programs;
- Emergency Medical Care and Services;
- Emergency food, water, and medical supplies;
- Relocation Programs, Activities, and Services;
- Transition and Transportation Back to the Community Following an Emergency or Disaster;
- Emergency and Disaster Recovery Programs, Services, and Activities; and
- Remediation of Damage Caused by Emergencies and Disasters– repairing and rebuilding damaged facilities, removing debris, and relocation and re-introduction of state and local government programs, services, and activities following an emergency or disaster.

The Town of Monument will create a voluntary registry for citizens requiring special assistance because of age or disability, during an emergency. The Town of Monument will include in its plans to provide the necessary capacity to transport, shelter, and provide any other necessary services for this population.



Appendix Q – Information & Communication Technology (ICT) Accessibility Policy

Information & Communication Technology Accessibility Policy

Introduction

The Town of Monument, Colorado is committed to providing equal access to all services, programs, and activities in accordance with federal and state laws. As a part of that commitment, to creating an information and communication technology (ICT) environment that is accessible to all, including individuals with disabilities. Ensuring equal and effective electronic information and communication technology access is the responsibility of the Town of Monument staff, administrator, and supervisors.

Implementation Period: The [ICT Accessibility Committee] shall establish a prioritization schedule defining when different programs, services and activities must be compliant with this policy.

Definitions

- I. Accessibility Guidelines: Federal Access Board's Electronic and Information Technology Accessibility Standards.
- II. Accessibility: A person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions and enjoy the same services as a person without a disability in an equally effective and equally inclusive manner, with substantially equivalent ease of use.
- III. Disability: Means a physical or mental impairment that substantially limits one or more life activities.
- IV. Information and Communication Technology: Any electronic system or equipment and content therein, use to create, convert, communicate, or duplicate data or information. The intent of this definition is to capture an inclusive spectrum of current and emerging technology.

ADA Coordinator

The Town of Monument shall appoint an ADA Coordinator who is responsible:

- I. Creating, revising, and publishing ICT accessibility standards, best practices, and resource information.
- II. Monitor regulatory changes and coordinate with regulatory agencies as appropriate.
- III. Providing guidance regarding implementation of ICT accessibility standards
- IV. Reviewing and reporting on program effectiveness.
- V. Day-to-day management for the ICT accessibility program.
- VI. Maintaining ICT accessibility training content
- VII. Executing any other responsibilities as assigned.

Accessibility Review Board



The Town of Monument will establish and maintain an ICT Accessibility Review Board, which shall include [types of positions]; these board members will be responsible for:

- I. Approval of ICT accessibility standards, best practices and resource information proposed by the ADA Coordinator.

Note: ICT is the acronym used by the U.S. Access Board- Section 508

- II. Review and grant any exceptions to this policy or the Accessibility Standards.
- III. Determine the content and frequency of trainings.
- IV. Periodically review and update this Policy and the ICT Accessibility Standards.
- V. From time to time, not less than annually, oversee an evaluation of ICT accessibility compliance through diagnostic tests and end-user testing by individuals with various disabilities.

Procedure

- I. The Town of Monument will make training and resources readily available to all employees regarding accessible ICT. The training and resources shall include specific information for employee who are responsible for creating, selecting, or maintaining ICT in any program, service, or activity. The training will also include how to make ICT accessible, how to both manually check and use automated tools to ensure accessibility of content therein, furthermore, how to receive assistance.
- II. The Town of Monument employees responsible for designing, developing, or maintaining ICT Resources should ensure the resources comply with the Accessibility Guidelines.
- III. The Town of Monument employees purchasing ICT Resources should ensure resources comply with Accessibility Guidelines before purchase.

Effective Date

 XX, 20XX





MEMORANDUM

TO: Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: November 17, 2025
RE: Amending Chapter 3 section 3.08.030 and 3.11.010 (I) to remove the vendor fee discount starting January 1, 2026

BACKGROUND:

The “vendor fee” is allowed by some state-collected and home-rule jurisdictions, including the Town of Monument, as a discount on the taxes collected by retailers to be remitted to jurisdictions. The vendor fee discount is only available to retailers/vendors when a timely tax return is filed. Untimely filings are not allowed to take the “vendor fee” discount. These fees are an expense to the Town from the tax revenues collected by the retailers.

Various home-rule jurisdictions and some statutory jurisdictions have reduced or eliminated their vendor fees in the last 15 years to help cover expenses. The State of Colorado has also decided to remove their vendor fee effective January 2026, which is provided in House Bill 25B-1005.

Additionally, in El Paso County, the home-rule city of Colorado Springs no longer allows a vendor’s fee discount.

DISCUSSION: The financial impact to the Town of Monument for offering the vendor fees is a loss of approximately \$13,900.00 in sales tax revenue per month based upon the current year and last year’s filed returns.

Sum of Total Paid	Type	
Month	Vendor Fee	Grand Total
Feb	(\$8,272.56)	(\$8,272.56)
Mar	(\$11,139.59)	(\$11,139.59)
Apr	(\$13,900.13)	(\$13,900.13)
May	(\$14,053.06)	(\$14,053.06)
Jun	(\$14,135.07)	(\$14,135.07)
Jul	(\$14,966.78)	(\$14,966.78)
Aug	(\$13,854.09)	(\$13,854.09)
Sep	(\$14,156.23)	(\$14,156.23)
Oct	(\$15,711.37)	(\$15,711.37)
Grand Total	(\$120,188.88)	(\$120,188.88)

Below are some additional details about the impact of the vendor fee and dollar amounts that affect in-Town businesses.

Sum of Total Paid	Type	
Month	Vendor Fee	Grand Total
Feb	(\$4,135.48)	(\$4,135.48)
Mar	(\$6,046.66)	(\$6,046.66)
Apr	(\$6,941.31)	(\$6,941.31)
May	(\$7,068.62)	(\$7,068.62)
Jun	(\$7,154.88)	(\$7,154.88)
Jul	(\$7,474.82)	(\$7,474.82)
Aug	(\$6,887.24)	(\$6,887.24)
Sep	(\$7,261.72)	(\$7,261.72)
Oct	(\$7,510.05)	(\$7,510.05)
Grand Total	(\$60,480.78)	(\$60,480.78)

Eliminating the vendor fee would result in an estimated increase in sales tax revenue for 2026 of \$13,900.00 per month, or an annual expectation of \$166,800. This amount would be split with Triview for sales taxes collected within Triview, per the Intergovernmental Agreement.

Changes to the vendor fee rate affect the tax returns filed directly with the Town of Monument and those filed through the Colorado Sales and Use Tax System (SUTS), which are imported into the Town's records. The Department of Revenue requests that changes to taxes be made effective either January 1 or July 1 of each year in order to update their public facing information and the SUTS system return forms. The State requests notification of the change 45 days prior to implementation. A draft of this memo has been provided to the state to alert them of the Town's desired change, and a final signed resolution will be sent if approved by the Town Council.

Town of Monument Municipal Code to be amended

Current Language:

3.08.030

"Vendor fee" means a credit, as designated by the Director, to be allowed against the tax due on timely filed sales tax returns. The amount of the credit, and any limitation per return, will be stated on the sales tax return as approved by the Director.

3.11.010(I)

For timely remittance of sales taxes, a vendor's fee of three and one-third percent of the amount of taxes to be paid under this Chapter or one hundred dollars (\$100.00), whichever is less may be deducted from the taxes owed, to cover the retailer's expense of collection and remittance of the tax for the reporting period. However, if any vendor is delinquent in remitting said tax other than in unusual circumstances shown to the satisfaction of the Director, the vendor shall not be allowed to retain any amounts to cover his or her expense in collecting and remitting said tax, and an amount equivalent to the full tax shall be remitted to the Director by any such delinquent vendor.

Proposed Language:

3.08.030

~~"Vendor fee" means a credit, as designated by the Director, to be allowed against the tax due on timely filed sales tax returns. The amount of the credit, and any limitation per return, will be stated on the sales tax return as approved by the Director.~~

3.11.010(I)

Reserved

~~For timely remittance of sales taxes, a vendor's fee of three and one third percent of the amount of taxes to be paid under this Chapter or one hundred dollars (\$100.00), whichever is less may be deducted from the taxes owed, to cover the retailer's expense of collection and remittance of the tax for the reporting period. However, if any vendor is delinquent in remitting said tax other than in unusual circumstances shown to the satisfaction of the Director, the vendor shall not be allowed to retain any amounts to cover his or her expense in collecting and remitting said tax, and an amount equivalent to the full tax shall be remitted to the Director by any such delinquent vendor.~~

RECOMMENDATION:

Staff's recommendation is to eliminate the vendor\ fee allowance to increase Town revenues; be similar in vendor requirements as Colorado Springs and the State of Colorado; and to simplify the filing of sales taxes by retailers/vendors.



TOWN OF MONUMENT

ORDINANCE NO. 21-2025

AN ORDINANCE AMENDING TITLE 3 SECTION 3.08.030 AND 3.11.010 (I) OF THE MONUMENT MUNICIPAL CODE TO REMOVE THE VENDOR'S FEE DISCOUNTS

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

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

WHEREAS, the Town Council adopted the strategic objective to ensure long term financial health and sustainability; and

WHEREAS, the Council has determined that it is necessary to repeal and readopt Title 3 of the Monument Municipal Code ("Code") to provide general updates; and

WHEREAS, presently, the Town of Monument Title 3, Section 3.11.010 (I) allows for licensed retailers to retain 3.33% up to \$100.00 of sales taxes collected to cover the vendor's expense in the collection and remittance of said tax. This is known as the "vendor's fee". This fee is an expense to the Town each year. Given the current economic status and minimal growth in tax revenues over the last year, Staff recommends removing the "vendors fee" offered to retailers to allow for those related tax revenues to be remitted to the Town for General Fund revenue.

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

Section 1. Amend Title 3 of the Monument Municipal Code. Title 3 of the Code as set forth in Exhibit A, attached hereto and incorporated herein, is amended with stricken text being deleted.

Section 2. Publication. Pursuant to Section 6.5, 3 of the Charter and Subsection 2.04.030, G of the Code, upon approval, this Ordinance shall be published on the Town's official website in full for not less than (10) days.

Section 3. Authentication and Filing. Upon passage, this Ordinance shall be authenticated by the Mayor and Town Clerk and Maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

Section 4. Effective Date. This Ordinance shall become effective and be in full force beginning on January 1, 2026.

Section 5. 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.

PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado, this 17th day of November 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

**TOWN OF MONUMENT
RESOLUTION NO. 65-2025**

A RESOLUTION ADOPTING 2026-2028 STRATEGIC OBJECTIVES

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

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

WHEREAS, based on and in direct support of the adopted vision statement, Council has further identified four areas of strategic focus for the town from 2026-2028, and adopted Strategic Priorities on May 19, 2025;

WHEREAS, the Town Staff and City Council have further developed a list of specific action items, referred to as Strategic Objectives, in direct support to the adopted four Strategic Priorities, to be accomplished between 2026-2028;

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

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

Section 2. Implementation. These objectives will be included in the 2026-2028 Town of Monument Strategic Plan. The Town Manager and relevant staff are directed to implement and take appropriate action to accomplish these objectives, and report at least twice a year to Town Council on the status of each objective and any recommended changes based on current conditions.

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

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 17th day of November 2025, by a vote of for and against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk



EXHIBIT A – STRATEGIC OBJECTIVES

STRATEGIC OBJECTIVES

2026-2028

SUPPORTED PRIORITY: ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY (FHS):

FHS 1: Beginning in June 2026 and annually through 2028, the Finance Department will complete an independent financial audit and report results of the audit to Town Council and the public.

FHS 2: Beginning in September 2026 and updated annually through 2028, the Finance Department will develop and present to Town Council for approval a Long Range Financial Forecast.

FHS 3: Beginning in December 2026 and updated annually through 2028, the Finance Department will develop and present to Town Council for approval a 5-year long-range Capital Improvement Plan.

FHS 4: Beginning in December 2026 and completed annually through 2028, the Finance Director will complete and present a balanced budget proposal to Town Council for approval.

FHS 5: Beginning in December 2026 and annually through 2028, the Finance Department will complete an evaluation and present to Town Council and public recommendations for any adjustments to town water rates.

FHS 6: Beginning in December 2026 and annually through 2028, the Finance Department will complete an evaluation and present to Town Council and public recommendations for any adjustments to town service fees.

FHS 7: No later than December 2026, the Information Technology (IT) Department will complete a comprehensive assessment of the Town of Monument's technology environment and identify key actions for implementation and standardization to enhance IT security, reduce financial risk and support long-term fiscal sustainability.

FHS 8: No later than December 2026, the Public Works Department will complete and implement preventative maintenance and asset replacement programs to include:

- Preventative maintenance programs for roads, parks and town facilities
- Replacement programs for town vehicles and equipment

FHS 9: No later than June 2026, the Town Manager will present a recommended option to Town Council for a long-term renewable town water supply.

FHS 10: No later than December 2027, the Water Department will complete Phase I of a program to reduce water loss and extend the lifespan of the water system.

SUPPORTED PRIORITY: STRENGTHEN COMMUNITY ENGAGEMENT (SCE):

SCE 1: No later than June 2026, the Finance Director will complete and present options and recommendations for town expense reductions and revenue enhancements to the Citizens Service Levels Advisory Committee.

SCE 2: No later than June 2026, the Police Department will formalize and launch a comprehensive community engagement strategy, to include the following elements and actions:

- Expanded Community Resource Officer duties
- Increased bike patrol activities and coverage
- Consistent social media outreach
- Dedicated School Resource Officer presence
- Enhanced public dialogue and transparency through the Chief's Advisory Board

SCE 3: No later than June 2026 and June 2028, the Director of Administration, in coordination with the Town Clerk, will develop, organize and complete a Town Council Candidate Information Session for the 2026 and 2028 Elections.

SCE 4: No later than December 2026 and annually through 2028, the Town Manager will develop and implement an updated Emergency Management Program, to include the following elements and actions:

- Complete an update to the town Emergency Response and Continuity Plans
- Initiate emergency preparedness training and exercises annually
- Conduct public education and outreach on emergency preparedness
- Build town emergency response capabilities, certifications and resources
- Develop administrative and finance systems to manage disaster response and recovery

SCE 5: No later than December 2026, the Public Works Department will launch a public information and education campaign about Town projects and maintenance programs.

SCE 6: No later than December 2027, the Town Records Manager will develop and implement a streamlined town-wide electronic records management system (ERMS) to include an online public access portal.

SCE 7: No later than December of 2027, the Communications Specialist will develop and complete implementation of a comprehensive town-wide communications plan.

SCE 8: Beginning in July 2026 and biannually through 2028, the Water Department will provide an update presentation to the public on water testing and sampling program results, as well information on actions to maintain water quality.

SUPPORTED PRIORITY: ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT (ERD):

ERD 1: No later than January 2026 and continuing monthly through 2028, the Public Works Department will implement an updated Development Inspection Program.

ERD 2: No later than December 2028, the Town Manager will develop, present and establish a comprehensive Economic Development Strategy, to include the following elements and actions:

- Complete and adopt the Monument 2040 Comprehensive Plan
- Update Town Codes related to business attraction, expansion and retention
- Launch an economic development communications plan
- Implement plans to identify grant opportunities for pre-identified initiatives

ERD 3: No later than December 2028, the Public Works Department will improve operations and maintenance facilities, to include:

- Completion of a multi-use storage garage for water and public works assets
- Integrate garage with vehicle maintenance, inventory, and emergency response needs
- Seek Capital Improvement Plan allocation for construction and energy upgrades

ERD 4: No later than December 2028, the Town Clerk will develop, initiate and fully implement a Business Outreach and Licensing Compliance Program, and report progress and recommendations annually to Town Council.

SUPPORTED PRIORITY: REINFORCE A POSITIVE WORK CULTURE (PWC):

PWC 1: Beginning in March and September of 2026 and annually through 2028, the Human Resources Manager will complete an employee survey and present results and recommendations to the Town Manager and Town Council.

PWC 2: No later than May 2026, the Public Works Department will complete cross-training of public works staff to ensure redundancy and enhance employee skills and experience in the following areas:

- Water breaks
- Snow removal
- Street patching

PWC 3: No later than December 2026, the Information Technology Department will develop and present a policy for Town Council approval on artificial intelligence (AI) utilization.

PWC 4: No later than December 2026 and annually through 2028, the Human Resources Manager will propose updates to town employee positions and pay plans, and include findings and recommendations as part of the annual balanced budget proposal to Town Council.

PWC 5: No later than December 2026 and annually through 2028, the Human Resources Manager will complete and present to Town Council for approval an update of the Town Employee Handbook.

PWC 6: No later than December 2026 and annually through 2028, the Human Resources Manager will complete and present for approval by the Town Manager a Supervisor Procedural Handbook and Training Paths Outline.

PWC 7: No later than December 2026 and updated annually through 2028, the Police Department will complete and launch a Leadership Development Plan for department officers to include:

- Departmental policy for standardized training classes by officer rank
- Developmental roadmaps and career enhancement plans for all officers

PWC 8: No later than December 2028, the Police Department will complete requirements and successfully attain Colorado accreditation through CACP (Colorado Association Chiefs of Police).



MEMORANDUM

TO: Mayor and Town Council
FROM: Emily Trujillo, Human Resources Manager and Jennifer Phillips, Finance Director
DATE: November 17, 2025
RE: Adopting a revised Employee Handbook

Background

As part of our annual review process, the employee handbook has been thoroughly evaluated to ensure compliance with current federal, state, and local regulations. In addition to legal updates, the handbook has been revised to correct grammatical and formatting inconsistencies. Several sections have been refined to enhance clarity and improve overall readability. This annual review is conducted with the goal of making policies more accessible and understandable, thereby supporting both employees and leaders in applying them effectively.

Discussion

The Employee Handbook is reviewed by a members of the leadership team annually to ensure that the policies within are accurate, compliant and user-friendly for staff. A general overview of revisions are compliance updates, clarity and readability, formatting and grammar, and policy enhancements.

A detailed list of updates follows this memo. Within that list there is a reference to the section and subsection of the update, details of the update and corresponding pages or page to find the update.

Attachments after Memo:

- A. Table of updates to Employee Handbook for 2026
- B. Employee Handbook (2026)

Recommendations:

Based on the through review by Human Resources, with the grammatical improvements, content clarifications and updates provided we recommend accepting the updated version of the Employee Handbook and its contents to be enacted on January 1, 2026.

Resolution:

Staff have submitted Resolution 66-2025 to request the Town Council approves the updated Employee Handbook for 2026 that will supersede the previous handbook.



Handbook Updates for 2026

Section Title	Update Description	Page Number(s)
Employee Handbook	Grammatical and formatting corrections throughout the handbook.	
Introduction	Updated to new Vision statement, removal of mission statement	10
Introduction	Added Council's Strategic Priorities	10
Anti-Retaliation Policy	Added, "Any employee found to have engaged in retaliatory behavior will face disciplinary action, up to and including termination"	12
Access to Personnel Records	Relocated this section to be after "Confidential Information" Section	13
Employment Classification	Added clarifying language to Seasonals do not receive 8 hours of holiday pay but will receive 1.5 times base rate if a holiday is worked	17
Employment Classification: Introductory Period	- Updated the word 'Introductory' to 'Probationary' - Removed the need for a PAN (payroll action notice) after probationary period has ended	16
Employment Applications	- Additional clarification on pre-employment drug screenings - Sworn pre-employment items added - Job posting and Employee referrals, content same updated format	18

FLSA Employment Classifications	• Additional information is added about when an employee works on a holiday the pay, they will receive. Worked hours on a holiday are 1.5x base rate and 8 hours holiday pay, which is at an employee's base rate •	20
Pay Practices, Benefits, and Performance Evaluations • Paychecks	• Paychecks updated to the title of Direct Deposit • Employees are required to provide ACH information	20
Pay Practices, Benefits, and Performance Evaluations • Compensation Changes	• Updated the word "is" to "may", regarding wage increases • Updated sentence to, "A wage increase is at the Town's discretion and based on measured performance and market adjustment"	21
Pay Practices, Benefits, and Performance Evaluations • Longevity Pay	• Clarifications: • Full time employees only • Final longevity pay reward at 25 years of continuous full-time employment	21
Pay Practices, Benefits, and Performance Evaluations • Time Records	• Removal of the statement requiring GPS activation, current timecard system does not need GPS activation	22-23
Pay Practices, Benefits, and Performance Evaluations • Overtime	• Divided overtime explanations into sworn employees and non-sworn employees • Clarified language pertaining to only working hours are used to calculate overtime • Mandatory overtime classification is only used for sworn employees • Added use of Comp time does not count as hours worked • Comp time and overtime cannot be in the same week	23
Pay Practices, Benefits, and Performance Evaluations • Deduction from Pay/Safe Harbor Exempt Employees	• Added, deductions of court appointed payments to permitted deductions	25
Pay Practices, Benefits, and Performance Evaluations • Retirement Benefits	• Information added pertaining to 457(b) and FPPA	26

Workplace Guidelines Uniform and Clothing	- Updated to Town issued tops and fixed stipend for boots based on available Town funds - PPE will be provided, specific to each position's responsibilities	28
Alternative Work Schedules Telecommuting	- Updated to Alternative Work Schedules - Expanded with the explanation of Telecommuting, Compressed Workweeks and Flextime	31-32
Leave Time/ Paid Time Off	Removed the word 'Introductory' replaced with Full-time	32-33
Holidays and Leave	- Added the explanation, if an employee works a 9- or 10-hour day, they will receive 8 hours of holiday pay. The employee will need to use another form of leave time to make up for the hours on the holiday - Added, employees with no worked hours on a holiday week will not earn holiday leave time - Police Department holiday hour bank, added hours in the holiday bank will take into account date of hire and holidays remaining in the given year	36
Holiday and Leave Workers Compensation Leave	- The word 'Leave' was removed from the subheading - Employees using their leave accruals while out on FMLA will accrue vacation leave time - Sworn Employees D&D benefits through FPPA will continue while on leave	37-38
Holiday and Leave Leave of Absence Without Pay	- Clarification, Employees must use all forms of accrued leave unless approved by the Town Manger - Employees must submit a Leave of Absence Without Pay form to be on Leave without pay	39-40
Holiday and Leave Administrative Leave	Added explanation between paid administrative leave and unpaid administrative leave.	41
Holiday and Leave Furloughs	Section added to Employee handbook.	41
Family and Medical Leave Act (FMLA)	Added, Employees on FMLA or FAMLI leave with no hours, leave or work will not earn holiday leave time	44

FAMLI (Family and Medical Leave Insurance)	Added, Employees on FMLA or FAMLI leave with no hours, leave or work will not earn holiday leave time	44-45
Employee Conduct Personal Conduct	Added, Failure to comply with Town policies and procedures, under personal conduct	45
Employee Conduct Outside Employment	Reformatted section for better understanding	45-46
Employee Conduct Personal Relationships and Nepotism	- Combined, 'Personal Relationships in the Workplace/ Nepotism' and 'Employment of Relatives and Domestic Partners' into one section - Content covers all from past handbook	47
Computers, Internet, Email and Other Resources	- Updated format - Removed any redundancy - Added AI Tools section - Added Mobile Device Purchase Upon Termination section that outlines price and if/when it is possible to purchase their mobile device	48-51
At-Will Employment and Discipline	- Updated for clarification - Clarified steps in Corrective Action	52-53
Grievance Process	Updated header from 'Problem-Solving' to 'Grievance Process'	54
Employee Training and Development	- Update included reformatting - Clarification, the policy applies to all those who request training outside required in house training - Included information about required training for all employees - Included information about reimbursement to the Town for additional training/certificates if employee departs within 2 years	56

Travel and Milage Policy	• Reformatted for clarification • Added section of Employees responsibilities when driving a Town car and incur a citation, fine or ticket • Employees are responsible for payment of citation, fine or ticket unless directly related to mechanical issues outside of employees control	56-60
Separation of Employment	• Expanded Voluntary and Involuntary separation descriptions • Added Layoff to separation classification	61-62
Weather or Emergency Closures	• Clarified if there is a delay start time due to weather, it will be the said number of hours from typical work schedule	67



TOWN OF MONUMENT EMPLOYEE HANDBOOK



Welcome to the Town of Monument! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of the opportunities to enhance your career and further your and the Town's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services for our community. With your active involvement, creativity, and support, the Town will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the Town's success.

Please take the time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or contact Human Resources.

We would like to personally extend our best wishes to you on your future success with the Town.

Our Best Regards,

Town of Monument

TOWN OF MONUMENT, COLORADO
EMPLOYEE HANDBOOK
LEGAL STATEMENT AND DISCLAIMER

IMPORTANT NOTICE

THIS HANDBOOK IS DESIGNED TO ACQUAINT YOU WITH THE TOWN OF MONUMENT ("TOWN") AND PROVIDE YOU WITH A SUMMARY OF THE POLICIES, PROCEDURES, AND BENEFITS THAT ARE APPLICABLE TO YOUR EMPLOYMENT.

EMPLOYMENT WITH THE TOWN IS **AT-WILL**. ANY EMPLOYEE MAY BE TERMINATED WITH OR WITHOUT ADVANCED NOTICE AND WITHOUT EXPLANATION, JUST AS ANY EMPLOYEE MAY RESIGN AT ANY TIME FOR ANY REASON. NOTHING IN THIS HANDBOOK IS INTENDED TO MODIFY THE TOWN'S **AT-WILL** EMPLOYMENT POLICY.

THE POLICIES AND PROCEDURES CONTAINED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY SUPERVISORY PERSONNEL SHALL NOT CONSTITUTE A CONTRACT OF EMPLOYMENT EITHER EXPRESSED OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC PERIOD OF TIME.

THE HANDBOOK IS NOT INTENDED TO BE ALL-INCLUSIVE. SHOULD AN EMPLOYEE HAVE QUESTIONS CONCERNING THE HANDBOOK OR THEIR EMPLOYMENT, THEY SHOULD CONSULT WITH THEIR SUPERVISOR, DEPARTMENT DIRECTOR, OR HUMAN RESOURCES.

NOTHING IN THIS HANDBOOK IS INTENDED TO PROHIBIT OR RESTRICT EMPLOYEES FROM DISCUSSING TERMS AND CONDITIONS OF EMPLOYMENT.

THIS EDITION SUPERSEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS AND ANY AMENDMENTS THEREOF.

NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER OR TOWN COUNCIL, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER OR TOWN COUNCIL AND THE EMPLOYEE.

THE TOWN RESERVES THE RIGHT TO MODIFY, REVOKE, RESCIND, SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE POLICIES MENTIONED, IN WHOLE OR IN PART, AT ANY TIME, WITH OR WITHOUT NOTICE.

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INTRODUCTION

Vision Statement: Situated at the gateway to the Pikes Peak region, the Town of Monument stands out as a friendly, close-knit community that offers both a sense of small-town charm and access to the conveniences and amenities of modern living. In recent years, the popularity, and opportunities available in this area of Colorado, including Monument, have resulted in significant growth and development.

Amidst this change, the vision and commitment of the Town of Monument remains steady; *To ensure a safe, welcoming, and productive community that empowers individuals and families to prosper together and enjoy the quality of lifestyle that they desire.*

Forecasting into the future, Monument will remain prepared and capable of balancing responsible growth and development while continually meeting the needs of its residents and preserving its unique small-town character all have come to admire and appreciate, including protecting the inspiring natural surroundings which the community values and respects.

Because of our Vision, the Town of Monument will always do the following things:

- *Set conditions for responsible and thoughtfully planned community growth, while maintaining Monument's small-town charm and appeal.*
- *Protect Monument's natural resources and beauty while enabling community enjoyment of open spaces and recreation opportunities.*
- *Ensure cooperative, transparent, and inclusive Town governance.*
- *Deliver professional, high quality town services that the community deserves and expects.*
- *Consider the interests and perspective of Monument's neighboring communities and residents.*

Strategic Priorities 2026-2028

- **ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY:** Take steps to support long-range financial health, forecasting and sustainability to ensure efficient and resilient town services and invest in the Monument community.
- **STRENGTHEN COMMUNITY ENGAGEMENT:** Enhance community engagement, focused on strengthening communication and collaboration with Monument residents, neighboring communities and partners, and town administration.
- **ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT:** Establish clear and accountable plans, processes and procedures that create positive conditions for responsible and enduring community development and growth.
- **REINFORCE A POSITIVE WORK CULTURE:** Continue to promote a positive and professional work culture within the town administration that attracts and retains top talent and further enhances the high-quality services provided to the Monument community.

Introductory Statement: This Employee Handbook is designed to acquaint you with the Town and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Employee Handbook as it describes many of your

responsibilities as an employee and outlines the programs developed by the Town to benefit employees. One of our objectives is to provide a work environment conducive to personal and professional growth.

Commitment to Diversity: The Town is committed to creating and maintaining a workplace where all employees have an opportunity to participate and contribute to the Town's success and are valued for their skills, experience, and perspectives. This commitment is embodied in the Town policies and the way it conducts business and is an essential principle of sound management.

Equal Employment Opportunity: The Town is an equal employment opportunity employer. The policies in this Handbook are to be applied without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, military service, or any other characteristic protected by applicable federal, state, or local laws and Town ordinances (each, a "Protected Class"), subject to such reasonable requirements of the Town as may be permitted by law. The Town will attempt to make reasonable accommodation for an otherwise qualified applicant or employee related to an individual's physical or mental disability, religious beliefs and practices, and any other reason required by applicable law unless doing so would impose an undue hardship upon the Town.

Any employee with questions or concerns about equal employment opportunities in the workplace must immediately bring them to the attention of Human Resources. Complaints of discrimination or retaliation must be filed according to the procedures described in the Harassment Complaint Procedure below.

Harassment: The Town prohibits harassment based on a Protected Class. Harassment entails unwelcome and offensive physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group because of that individual's or group's membership in, or perceived membership in, a Protected Class. The Town takes prompt and reasonable action to stop any form of harassment, to prevent its recurrence and, as appropriate, to remedy its effects. The Town expects its employees to conduct themselves in a professional, respectful manner at all times. Inappropriate conduct that could lead to a claim of harassment is expressly prohibited by this policy. This policy applies to employees, non-employees, such as constituents, vendors, consultants, and the Town Council.

Sexual Harassment: While all the described forms of harassment are prohibited, sexual harassment requires special definition. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, written, or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for any adverse employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's job performance or creating an intimidating, hostile or offensive employment environment.

Sexual harassment may include but is not limited to:

- Promises of benefits in exchange for sexual favors of any kind.
- Threats of reprisal for refusal to engage in social or sexual relations.
- Offensive cartoons, posters, calendars, notes, letters, e-mail, etc.

- Offensive comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, repeated unwanted requests for dates, etc.
- Sexually charged physical gestures and other non-verbal behaviors.
- Unwelcome touching such as grabbing, fondling, kissing, massages, brushing up against another's body, etc.

Harassment Reporting Procedure¹: Employees who believe a violation of this policy has occurred must promptly notify their supervisor, Human Resources, or the Town Manager. However, if the matter involves the Town Manager, the employee may notify any Council member with whom the employee feels comfortable. To assist the Town in investigating the complaint, all employees are encouraged to submit a written complaint to the individual they are reporting the violation to, detailing the nature of the violation, and identifying the alleged harasser(s).

If a supervisor or Human Resources receives a report of a harassment claim, they shall immediately report it to the Town Manager unless the matter involves the Town Manager, in which case the supervisor in partnership with Human Resources must report it immediately to the Town Council.

It is the Town's policy to investigate every harassment complaint promptly and thoroughly, be it in writing or verbal. If it is determined that a violation of this policy has occurred, the Town will take prompt and reasonable remedial action, which may include disciplinary action, up to and including termination of employment. An employee may appeal the Town Manager's determination by submitting a written complaint to the Town Council.

Investigations of reported harassment will be kept confidential to the extent possible.

Anti-Retaliation Policy: The Town is committed to fostering a workplace where employees can report concerns, violations, or unethical behavior without fear of retaliation. Retaliation against anyone who reports in good faith or participates in an investigation is strictly prohibited. No hardship, loss, benefit, or penalty may be imposed on an employee in response to:

- Filing, responding to, or assisting with a bona fide complaint of discrimination, harassment, or other violation of Town policy.
- Appearing as a witness in the investigation of a complaint; or
- Serving as an investigator of a complaint.

Filing a bona fide complaint will not be used against the employee or adversely impact the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation. Filing a groundless or malicious complaint may lead to disciplinary action, up to and including termination.

Any employee found to have engaged in retaliatory behavior will face disciplinary action, up to and including termination. Employees who believe they have been retaliated against must promptly notify their supervisor, Human Resources, or the Town Manager, in writing. Investigations of reported retaliation will be kept confidential to the extent possible.

Workplace Violence: The Town is committed to a workplace free from violence, threats, intimidation, and disruptive behavior. Employees must avoid physical confrontation and are prohibited from engaging in threatening or

¹ This procedure is included to preserve an employee's ability to assert a statutory affirmative defense against an employee's unlawful harassment claim.

violent acts, including bodily harm, intimidation, property damage, violent jokes, or threats (direct, indirect, or conditional), physical abuse, vandalism, unauthorized weapon possession, or any other act deemed harmful to the workplace. Individuals engaging in such behavior may face removal, disciplinary action, or criminal penalties.

All employees are responsible for maintaining a safe work environment. Employees who witness or experience threatening behavior must report it promptly to a supervisor, Department Director, or Human Resources. The Town will investigate all reports and, if necessary, take corrective action, which may include termination.

Employees are encouraged to seek assistance from supervisors or Human Resources to resolve disputes before they escalate. The Town supports conflict resolution efforts and will not discipline employees for raising concerns.

Employees must immediately call 911 if they believe there is an imminent threat to the safety and health of employees, visitors, or property.

Town Standards of Conduct: The successful business operation and reputation of the Town is built upon the ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity, honesty, and accountability.

The continued success of the Town is dependent upon our customers' and citizens' trust, and we are dedicated to preserving that trust. Employees owe a duty to the Town and its customers and citizens to act in a way that will merit the continued trust and confidence of the public.

The Town will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Town employees must at all times comply with the Standards of Conduct adopted by the Town. [Standards of Conduct](#)

Confidential Information: Protecting confidential information is essential to the Town's success. "Confidential information" includes any non-public information about Town operations learned through employment.

Authorized employees must limit access to confidential information to those with a "need to know." Unauthorized access, use, or disclosure of confidential information may result in disciplinary action, up to termination. All incidents and any resulting actions will be documented and reported to the Town Manager.

Access to Personnel Records: An employee's personnel file is maintained by and is the property of the Town and its Human Resources Department. These files contain information such as the employee's job application, resume, training records, performance appraisals, written reprimands, salary increase documentation, and other employment-related records. Certain information is protected from disclosure to the public under C.R.S. 24-72-204(3)(a)(II)(A). The employee, the employee's supervisor, the Town Manager or designee, legal counsel for the Town and Human Resources have access to an employee personnel file. No personnel files, or part thereof, will be removed from Human Resources without their specific authorization.

Files kept by individual supervisors are not part of the official record of an employee for the purposes of "Personnel Files" and cannot be used against or for any employee during an investigation, for promotion, termination, etc.

Requests are often made by various organizations or individuals for information about past and present employees. All requests for information about employees are to be directed to Human Resources. It is assumed that employment verifications have been authorized by the employee in the case of application for credit or employment, thus information regarding date of hire and/or separation and salary levels, as appropriate, may be released. Human Resources will confirm prospective employers' position and dates of employment. The Town will not provide any other information about employees' employment, including a letter of reference.

Employees who wish to review their own file should contact Human Resources. With reasonable notice, employees may review their own personnel files in the Town's offices and in the presence of a member of Human Resources.

Access to personnel files for employment references will not be permitted. Records will only be released consistent with a subpoena or court order.

Upon receipt of a written waiver authorizing disclosure, the personnel file of a current or former police officer shall be disclosed to another law enforcement agency or governmental agency that is interviewing the officer in accordance with state law.

Inspections, Searches, and Employee Privacy: The Town reserves the right to conduct reasonable searches and inspections of any employee, which may include Town-owned property and the employee's personal belongings, with or without notice. Any employee who refuses to submit to such a search may be subject to disciplinary action up to and including termination.

Employees should understand that there is no reasonable expectation of privacy when using Town-owned property. This includes workspaces, computers, phones, email accounts, files, desks, lockers, and Town vehicles. The Town may access or monitor these items at any time to ensure proper use and compliance with policies.

If the Town finds an employee to be using or in the possession of illegal or unauthorized items, the employee may be subject to disciplinary action up to and including termination.

Video Surveillance: As part of its security measures and to help ensure a safe workplace, the Town has positioned video cameras to monitor various areas in and outside of the Towns' facilities. Video cameras are not in areas where employees have reasonable privacy expectations, such as restrooms, lockers, and dressing rooms. Camera maintenance and access requests must be submitted for approval through the Town Manager. Any tampering, misuse or removal of Town video cameras can lead to disciplinary action up to termination.

Health Insurance Portability and Accountability Act (HIPAA): The Town complies with the requirements of HIPAA and its privacy rules. Human Resources will be acting as the Privacy Officer who has instituted Protected Health Information (PHI) safeguards and has taken other reasonable steps to ensure that an employee's PHI is treated per HIPAA privacy rules. Questions or complaints about HIPAA and how an employee's PHI is treated should be addressed with Human Resources.

Americans with Disabilities Act (ADA): The Town is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the Town's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation imposes an undue hardship on the Town. The Town prohibits harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested reasonable accommodation.

Under the ADA, reasonable accommodation will be provided for qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy equal benefits and privileges of employment. An employee or applicant with a disability may request accommodation from Human Resources and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation to the extent permitted under applicable law. The Town will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such accommodation can be arranged or if any other reasonable accommodation is appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodation. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential, maintained in a separate medical file, and disclosed only as permitted by law.

It is the policy of the Town to prohibit harassment or discrimination based on disability or because an employee has requested reasonable accommodation. The Town prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed concerning one's rights under the ADA.

This policy is neither exhaustive nor exclusive. The Town is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or Human Resources.

Post offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position only after conditional job offers.

Pregnancy Accommodation Policy: The Town will provide reasonable accommodation to perform the essential functions of the job to an applicant for employment or an employee for health conditions related to pregnancy or the physical recovery from childbirth, if the applicant or employee requests the reasonable accommodation, and unless the accommodation would impose an undue hardship on the Town.

Upon an applicant or employee's request for an accommodation to the Town Manager, the Town and the applicant or employee will engage in a timely, interactive process to determine effective, reasonable accommodations for conditions related to pregnancy, physical recovery from childbirth, or a related condition. Additional applicable items and policies specific to the jobs and functions of sworn employees of the Monument Police Department are found in the Monument Police Department's Lexipol Knowledge Management System (KMS) Policy Manual.

For purposes of this policy, "reasonable accommodations" may include, without limitation, the provision of more frequent or longer break periods; more frequent restroom, food, and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position, if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or, under certain circumstances, modified work schedules.

The Town will require an employee or applicant to provide a note stating the necessity of reasonable accommodation from a licensed health care provider and may communicate with the health care provider to assess the appropriateness of any suggested accommodation, before providing reasonable accommodation.

The Town will not take adverse action against an employee who requests or uses reasonable accommodation related to pregnancy, physical recovery from childbirth, or a related condition.

If an employee believes there has been a violation of this policy, they must report the matter, in writing, to her direct supervisor or Human Resources personnel with whom the employee feels comfortable. The Town expects employees to make a timely complaint, in writing, to enable the Town to investigate and correct any actions that may be in violation of this policy. The person receiving the complaint will be responsible for ensuring that an appropriate investigation occurs.

DEPARTMENT PROCEDURES

Department Directors have the authority to establish procedures for the administration of their department. All such procedures will be in writing, kept on file in the department, and be developed in collaboration with Human Resources and the Town Manager to be consistent and compatible with the Employee Handbook, Town's personnel policies, ordinances, and resolutions.

EMPLOYMENT CLASSIFICATION

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, employees will be classified as exempt or non-exempt.

An employee's exempt or non-exempt classification may be changed only upon written notification and approval by Human Resources.

Probationary Period: A probationary period of six (6) months after the date of hire is given to new, rehired, promoted, and transferred employees allowing them the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Sworn employees have a probationary period of one (1) year from their date of hire. The employee's Director and Human Resources use this period to evaluate employee skills, work habits, and overall performance and should be considered a continuation of the interview process. Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification.

During the probationary period, new employees are eligible for benefits required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other Town of Monument-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

The probationary period is not intended to modify the Town's at-will employment policy.

Regular, full-time: Employees who work a minimum of thirty-two (32) hours weekly and maintain continuous employment status. These employees are eligible for the Town's benefits package subject to their terms, conditions, and limitations.

Regular, part-time: Part-time employees are regularly scheduled to work less than thirty-two (32) hours weekly but at least twenty (20) hours weekly and who maintain continuous employment status. Part-time employees are not eligible for Town benefits.

Temporary Assignment: Employees may be asked to assume a temporary role or additional duties due to staffing shortages, emergencies, and leave periods. During this temporary period, the employee may be granted a minimum of a temporary 5% pay increase, an amount above 5% can be granted upon approval. The increase will last for the duration of the temporary assignment or additional duties and no further.

This temporary increase is based upon budgetary constraints, scope of the assignment/work and approval of the Department Director, Human Resources, and in conjunction with the Town Manager.

Upon completion of the temporary assignment/work, the employee's pay will return to the original rate held prior to the assignment. Any pay increases given during the temporary assignment will be returned to the original pay rate.

Temporary, full-time/part-time: Temporary employees are those who are hired as interim replacements to supplement the workforce temporarily or to assist in the completion of a specific project and who are temporarily scheduled to work the Town's full-time/part-time schedule for a limited duration. Temporary employees will remain employed for ninety (90) days per calendar year. Employees in this classification are not eligible for Town benefits. Any time worked as a temporary appointment may be counted as time in service at the discretion of the Town Manager and when there is no break between temporary service and the employee's attainment of regular employment status.

Seasonal: Seasonal employees are designated to work during a defined season. A seasonal employee may be employed during annually recurring periods of work. A seasonal employee may only be employed for up to 180 days or twenty-six (26) weeks during a season and they must not work for forty-five (45) days between seasons. While seasonal employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all the Town's other benefit programs. Seasonal employees do not receive the holiday eight (8) hours but shall be paid at one and a half times their hourly rate when working on official Town holidays.

Volunteer: Volunteers perform services for the Town without compensation. Volunteers serve at the Town's discretion and are subject to all applicable rules and policies of the Town. The completion of select training courses is required, and a volunteer waiver must be completed and turned into Human Resources prior to volunteering.

Emergency Appointment: To prevent undue delay or serious interference with the provision of necessary public services, a Department Director, with Town Manager approval, may make an emergency appointment not exceeding ninety (90) calendar days. Emergency appointments may be made without regard to this Handbook's formal selection provisions. Emergency-appointed employees are not eligible for Town benefits.

Lateral Transfer: A position may be filled by transferring an employee from a position of one job title to a position of a similar title, with the same basic qualifications and at the same rate of pay. The Town Manager and the affected Department Director must approve interdepartmental lateral transfers. A transferred employee retains their original hire date.

The Department Director may initiate a transfer of an employee within their department if the Department Director deems it to be in the Town's best interest. The employee will be informed of this transfer. Human Resources and the Town Manager must approve the transfer.

The Town Manager may initiate the interdepartmental transfer of an employee if the Town Manager and Department Director deem it to be in the Town's best interest. Such a transfer would precede other procedures set forth in this Handbook and is not subject to posting requirements.

The Town Manager may change reporting relationships between departments at any time.

EMPLOYMENT APPLICATIONS

The Town relies on the accuracy of information in the employment application and other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

In processing employment applications, the Town may obtain a consumer credit report for employment purposes only concerning credit worthiness, credit standing, and credit capacity. If the Town takes an adverse employment action based on the consumer credit report, a copy of the report and a summary of the applicant's rights under the Fair Credit Reporting Act will be provided, as well as any other documents required by law. Credit reports are only done for the following positions:

- All police department positions
- All finance positions.
- Positions responsible for procurement and
- Positions requiring the handling of money.

The Town reserves the right to obtain a consumer credit report for other positions provided proper notification is made to the applicant and written authorization from the applicant has been obtained.

To ensure that individuals who join the Town are well-qualified and have a strong potential to be productive and successful, it is the policy of the Town to complete a formal background investigation of all applicants. Background investigations are conducted by the Police Department or through a third-party service. Background investigation results may or may not be considered as an applicant's disqualification. Individualized assessments will be conducted on applicants to determine such factors such as: the nature of any conviction, if there is a direct relationship between any conviction and the position's duties, age of crime, age of applicant at the time of the crime, number of offenses, has similar work been performed post-conviction, rehabilitation efforts, etc.

Motor Vehicle Registration (MVR) check as part of the background for any job applicant when driving is an essential job function or when a Town car may be needed for business travel purposes. The MVR will include a review of all states listed on the individual's employment application and resume for the last 7 years (or the maximum allowed by State).

If the applicant does not have a valid driver's license, or has a driving record that falls below acceptable, the applicant will not be hired for positions where driving is an essential job function. If the applicant's driving record meets the probationary status criteria, they will be placed into that status upon hire with further periodic review.

All Town employees are required to successfully pass a pre-employment drug screening from the Town's designated testing partner. After a conditional offer of employment, prospective employees will complete a drug screening at the expense of the Town by a chosen health care professional.

This standard also applies to internal and/or lateral transfer positions. For existing employees, the Town will perform an MVR check annually for all current employees with driving responsibilities or those who use cars for Town travel purposes. Any covered employee without a valid driver's license will not be allowed to operate a Town owned vehicle or drive on Town business. If driving is an essential job function and the employee cannot be reasonably accommodated, employment may be terminated.

Monument Police Department employees have additional policies and requirements in addition to this Handbook. Such as but not limited to full background investigation, fingerprints, psychological, and physical. Monument Police Department Lexipol KMS Policy should be reviewed for all Monument Sworn Employees.

Job Posting: The Town is committed to providing equal employment opportunities and promoting internal advancement. In accordance with federal law and Colorado's Equal Pay for Equal Work Act, the Town ensures transparency in job postings and fair access to promotional opportunities.

Job Posting and Communication

- All regular full-time and part-time job openings are posted on the Town's website and communicated internally on the same calendar day.
- Internal communication methods are used to notify employees of openings
- Additional recruitment sources may be used as needed to serve the best interests of the Town.

Job Posting Content

Each job posting will include:

- Posting dates
- Job title and department
- Exempt/non-exempt status
- Job summary and essential duties
- Salary range and general benefits overview
- Minimum qualifications
- Application instructions and deadline

Eligibility Criteria

To apply for a posted position, employees must:

- Have performed competently in their current role for at least 180 calendar days, unless waived by the Department Director and Town Manager.
- Not have received disciplinary action or been suspended within the past 6 (six) months unless a waiver is granted.

Application Process

Interested employees must:

1. Notify Human Resources
2. Submit a resume and application, as required by all applicants.

Supervisors may be consulted regarding the applicant's performance, skills, and attendance. Staffing needs or other operational considerations may also be reviewed.

Post-Selection Notification

Within thirty (30) calendar days of a candidate's selection, the Department Director will notify Town Staff of the employees' position.

This notice will include:

- The candidate's name
- New job title
- Previous job title (optional)

FLSA EMPLOYMENT CLASSIFICATIONS

Employees of the Town are classified as either exempt or non-exempt under federal wage and hour laws, and are further classified for administrative purposes, such as the administration of benefits, paid vacation, and paid holidays.

For the purpose of determining compensatory time and overtime, the following definitions apply:

Exempt Employees: Exempt employees are employees whose job assignments meet specific tasks established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. Exempt employees may be required to work over forty (40) hours in a week based on the Town's needs. The Town recognizes the value of work/life balance; flexible work schedules are approved by the designated department's director.

Non-Exempt Employees: Non-exempt employees are employees whose jobs are not exempt from the overtime requirements of the FLSA. Non-exempt employees are required to receive overtime pay for hours worked over forty (40) hours in a given workweek; sworn law enforcement personnel will receive overtime pay after forty (40) hours of work in a given work week.

Non-exempt eligible employees required to work on the official holiday, receive compensation at one and one-half (1½) times their base rate of pay for hours worked. Additionally, if non-exempt employees work on an official holiday, they will receive their eight (8) hours of holiday time in addition to their hours worked at one and one-half (1½) their base rate.

PAY PRACTICES, BENEFITS AND PERFORMANCE EVALUATIONS

Salary/Wage Administration: The salary/wage administration program at the Town was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Compensation is determined by job analysis, evaluation, the essential duties/responsibilities, and salary survey data. Pay for Performance adjustments may be awarded in conjunction with superior employee performance through the performance evaluation process and when funding is available.

Market Analysis: To remain competitive in the labor market, the Town endeavors to annually conduct a pay plan review and market analysis. The market consists of neighboring and similar-sized communities within a specified distance radius. An adjustment to the Town's pay schedule and any associated pay increases will be determined by this analysis. Any adjustment is subject to Town Council.

Pay Corrections: Employees should bring their pay-related questions concerning common pay discrepancies or regarding pay fairness and equality to the attention of their supervisor or Human Resources. Employees wishing to appeal any final decision in salary administration, once speaking with their Director or correct chain of command, may do so by speaking to the Town Manager through the open-door policy.

Equal Pay for Equal Work Act: The Town will not discriminate against employees on the basis of sex, including paying an employee of one sex a wage less than a wage paid to an employee of a different sex, for substantially similar work.

Direct Deposit: Town paydays are biweekly on Friday. Employees will receive their pay via Direct Deposit on the preceding workday if the payday falls on a holiday. Employees must authorize Direct Deposit through a form provided by the Town the direct deposit of their net earnings with a designated financial institution.

Compensation Changes: A wage increase may be given to an employee to recognize increased effectiveness or above-average performance or productivity. A wage increase is at the Town’s discretion and based on measured performance or market adjustment.

Classification Review: The Department Director may request a classification review of a position if duties change significantly enough to warrant reassignment to another pay grade. Subject to the approval of the Town Manager, Human Resources will review all classification review requests and provide a final recommendation.

An employee’s evaluation date may or may not change following a classification review and consideration of:

- Proximity of the classification review in relation to the existing review date, in which case a pay increase may either be given at the time of the classification review or at the time of the current review date; and
- The updated tasks/duties of the reclassified position.

Longevity Pay: The Town offers Longevity Pay to full-time employees to show gratitude for employees with tenure. If an employee moves from part-time or seasonal to full-time, their full-time status start date will be used for eligibility. Eligible Employees must have completed continuous employment within the increments to receive a longevity payout.

The award amount will be added to the eligible employee’s paycheck for the pay period in which their anniversary falls. The table below outlines the length of service for when the eligible employee receives their longevity payout. All longevity pay occurs in five-year increments.

The final Longevity pay will be received at the 25-year mark.

LENGTH OF CONTINUOUS SERVICE	PAY
5 Years	\$500.00
10 Years	\$1,000.00
15 Years	\$1,500.00
20 Years	\$2,000.00
25 years	\$2,500.00

Performance Evaluations: Communication between employees and supervisors is essential. Discussions regarding job performance should be ongoing and informal. Employees should initiate conversations with their supervisors if they need additional feedback.

The Town will conduct performance reviews for employees at the six-month mark and an annual evaluation. Reviews include a face-to-face conversation between the employee and their supervisor to review performance notes, discuss job performance, and provide coaching to increase performance in areas requiring additional attention. All reviews will be documented in the Town’s current performance software. An employee’s initial six-month review may be used to determine if the employee will conclude their probationary period. Annual evaluations include all aspects of the 6 (six) month review a formal, written performance evaluation that will be reviewed by the chain of command and shared with each employee. Annual performance evaluations will include expectations for the following year as well as coaching and mentoring insights to guide an employee’s growth. Lastly, annual performance evaluations will be used to determine Pay-for-Performance (PFP) raises, when applicable.

Pay For Performance (PFP): PFP is a recognition program that provides compensation to individuals who achieve or exceed specified quality benchmarks. An employee's PFP is intended to enhance the employee's overall job performance. For budget cycles where PFP is approved as part of the annual budget, eligible employees will be nominated by their immediate supervisor. Final approval will be made by the Town Manager after review of all submitted materials for the nominated employee.

Police Department Performance Evaluations: Communication between employees and supervisors is essential. Discussions regarding job performance should be ongoing, formal, and informal. Employees should take the initiative to initiate conversations with their supervisors if they need additional feedback. Sworn staff will have a six-month check-in and a one (1) year probationary period. Formal performance evaluations will be conducted yearly based on the employee's hire date.

Step-in-Grade (SIG): SIG increases are financial compensation made to line-level sworn officers on their anniversary date. SIG increases occur years one through five. Additional information may be found in Monument Police Department Lexipol KMS Policy.

Work Week: The Town's official work week consists of a seven (7) day period beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday. The regular work week shall be forty (40) hours.

Hours of Work: Work schedules vary by department. Directors will schedule employees based on staffing and operational needs.

Standard hours for locations are as follows, however, they are subject to change:

- Town Hall administrative employees 8:00 am- 5:00 pm, one (1) hour lunch break
- Public Works 6:30 am- 3:00 pm, thirty (30) minute lunch break
- Water Department 6:30 am- 3:00 pm, thirty (30) minute lunch break
- Sworn employees, rotational scheduling set by the Police Department and the Chief of Police

Lunch break times are subject to approval by each employee's supervisor. Supervisors may require minor variations in break times day-to-day based on individual work requirements.

Flextime/Flex scheduling may be available to certain employees and positions under certain circumstances at the discretion of the Department Director and Human Resources. Flex scheduling may be appropriate for some employees and positions but not for others. If flex scheduling meets the needs of Town, it may be approved by the Department Director and Human Resources. The option of flextime is seen as a privilege; it can be revoked by the employee's Director if not used properly, no longer meets the needs of the Town, or performance-based reasons.

Time Records: All employees must record accurate hours worked on the Town's electronic timekeeping system. This web-based system can be accessed online. Time worked includes all hours spent on the job performing assigned duties. Employees are expected to clock in and be ready to work at their scheduled shift time. Employees are responsible for recording their time worked and must submit their time records to certify the accuracy of all time recorded. Supervisors will review and approve the time record before submitting it for payroll processing.

Falsification of time entries on electronic timesheets may lead to an appropriate level of corrective action up to and including termination.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by submitting and approving the time record.

Overtime:

Non-Sworn Employees:

Non-exempt employees may be required to work overtime. Overtime is defined as actual hours worked, more than forty (40) hours in a single work week.

Non-exempt employees will be paid overtime compensation at one and one-half times (1 ½) their base rate for overtime hours. Items such as forms of paid leave, such as holiday, vacation leave, sick leave, bereavement leave, military leave, emergency closure time, and jury duty, do not count towards hours worked for overtime calculations.

Employees must add comments to hours that are overtime, including the reasons for the overtime and any associated project or task. All overtime shall be approved by an employee's supervisor or Department Director in advance.

CDL drivers must comply with all overtime rules in compliance with CDOT.

Example of Computation of Overtime for Non-Sworn Employee:

If the employee's regular schedule is:					The employee works:					
<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>		<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
8	8	8	8	8		8	12	10	10	2

In this example, the employee would receive overtime pay for two (2) hours since the total number of hours worked for the week is forty-two (42).

Sworn Employees:

Mandatory Overtime: Mandatory overtime is for sworn employees that are required by their supervisor to attend planned events, cover emergencies, provide staffing coverage, or work special events that have the employee work beyond a 40-hour work week.

Sworn Employees:

- Patrol coverage to meet mandatory minimum staffing requirements
- Call-Ins with less than 24 hours' notice
- Necessary patrol holdovers (arrests, mandatory paperwork, etc.)
- Court outside of regular work hours
- Mandatory training where schedules cannot be flexed
- Reimbursed overtime (DUI grants, training backfill grant, VNI, etc.)

*Monument Police Department employees should reference Monument Police Department Lexipol KMS Policy manual for further information and requirements.

Additional Paid Leave for Exempt Employees: Exempt employees asked to work significant excess hours in an emergency may be allowed additional paid time off as determined by the Town Manager. This paid time off will not be on an hour-for-hour basis. There is no cash value or accrual of this time off for exempt employees.

COMPENSATORY (COMP) TIME: Non-exempt full-time and part-time employees may receive comp time in lieu of wages to pay for any overtime hours worked. Compensatory time off is accrued at 1.5 hours for each hour over 40 (forty) hours worked in a week. If the employee desires comp time, the employee must speak to their supervisor for approval. Comp time is to be granted at the discretion of the supervisor. Employees must indicate the use of comp time hours on their timesheets and indicate the actual number of hours worked.

Comp time maximum accrual is forty (40) hours per calendar year. Employees are to use any accrued comp time prior to using any vacation leave accruals. If an employee has accrued the maximum number of comp time hours, all subsequent overtime hours will be compensated in overtime pay. Any compensatory time that is not used will be paid out to the employee in their paycheck, which contains the last day of that current year. Earned comp time is not to be used in the same week that it was accrued.

Upon transfer to an exempt position or separation of employment, unused comp time will be paid at the pay rate before their transition/separation.

Any department, group, or individual may be precluded from accumulating comp time if the use of comp time is not feasible or is not in the best interest of the Town. In these cases, overtime pay will automatically be paid to the employee for all eligible hours.

Temporary or seasonal employees are not eligible to accrue comp time.

Comp time used does not count towards hours worked for the calculation of overtime. Employees cannot have Comp time and overtime in the same work week.

On-Call Time: Certain employees may be required to be available to respond to emergency callout from their off-duty status. For this requirement, they may need to respond within a certain amount of time and in a condition to work, meaning a condition that allows them to perform their duties safely, effectively, professionally and be physically, mentally capable and free from impairment of substances when immediately upon responding to the worksite. For this partial limitation of personal freedoms, compensation will be paid. This policy applies to all Departments except the Town Police Department.

Conditions of on-call:

- The employee will have general use of his/her off duty time.
- The employee must respond within 60 minutes if being called to respond.
- The employee must not have any alcohol, drugs, prescription narcotics in his/her blood system.
- The employee must be ready to work in proper work attire.
- The employee must carry the assigned radio and cell phone to be able to receive a work call.

The employee may trade all or split a portion of the on-call time with another approved employee(s) with advanced notice and the approval of their supervisor.

For regular non-holiday days, the employee will receive \$25.00 per day for being on-call and \$50.00 per day for holidays. If an employee is called back into work, the non-exempt employee will receive "call-out pay." Call out pay is defined as one and a half times the regular rate of pay.

The on-call employee will be paid a minimum of two (2) hours for any on-call situation where they are called back to work. After the first two (2) hours of time worked, the employee will be paid for the exact time worked as determined by entries

in the time clock system. The Department Director or authorized designee will make the judgement call as to enacting a call back status for employees.

Failure to comply with on-call requirements will result in on-call pay being withheld for that shift and possible disciplinary action.

Callout: A callout is considered an emergency that requires an employee to perform work outside of regular work hours usually due to a situation that requires immediate mitigation. Failure to comply with on-call requirements will result in on-call pay being withheld for that shift and possible disciplinary action. This policy applies to all departments except the Town Police Department.

- Call-out time begins when the employee leaves their home. Some cases of call-out could be for digital updates or communication; in these cases, the call-out time will begin when the employee is performing work for the Town.
- The employee must be ready to work in proper work attire, carry an assigned radio, cell phone, or pager to be able to receive a work call.
- Response to a call-out must be within sixty (60) minutes.
- Employees required to respond to a call-out will receive two (2) hours of call-out time for their response and all hours worked.
- Employees who work a call-out, return home, are called out again, and leave the job site within two (2) hours of the initial response, shall only receive two (2) hours of call-out time. If the employee leaves and is called out again, they will receive an additional two (2) hours of call-out time.
- After the first two (2) hours of time worked, the employee will be paid for the exact time worked as determined by entries in the Electronic Time Management System (ETM).
- Employees on call must comply with the Town's drug and alcohol policies. Discretion is therefore required of employees who can foresee a call-out situation, such as when snow is forecasted. Employees not in compliance with the Town's drug and alcohol policies when called out must inform their supervisor of their condition and stay at home.
- Call-out time ends when the employee leaves the job site.
- Work shifts may be altered at the supervisor's discretion when severe weather is anticipated. In such instances, call-out pay will not apply.
- Call-out time is considered hours worked for overtime pay.

DEDUCTIONS FROM PAY/SAFE HARBOR EXEMPT EMPLOYEES:

Permitted Deductions: The FLSA limits the types of deductions that may be made from an exempt employee's pay. Deductions that are permitted include:

- Deductions that are required by law, i.e., income taxes.
- Deductions for employee benefits when authorized by the employee.
- Deductions of court appointed payments.
- Absence from work for one (1) or more full days for personal reasons other than sickness or disability.
- Absence from work for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness.
- Offset for amounts received as a witness or jury member or for military pay.
- Unpaid disciplinary suspensions of one (1) or more full days imposed for workplace conduct rule infractions; and
- Any full work week in which the employee does not perform any work.

During the week an exempt employee begins work for the Town or during the last week of employment, the employee will only be paid for actual hours worked.

Improper Deductions: If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the Finance Department. The report will be promptly investigated, and if it is found that an improper deduction has been made, the Town will reimburse the employee for the improper deduction.

Insurance Benefits: Following any qualifying period required by the insurer, all regular full-time employees are eligible to receive group insurance benefits. Any insurance plan offered by the Town and the allocation of costs are subject to change from time to time at the discretion of the Town. Information is available from Human Resources, or their designee, about available options, coverage dates, and scope of coverage for insurance benefits.

Health and Dental Insurance: The Town offers and pays a portion of health and dental insurance for regular full-time employees and their spouse and dependent children.

Life Insurance: The Town offers group life insurance benefits for regular full-time employees within the terms of the plan adopted by the Town, up to a maximum amount determined by the Town. To obtain this coverage, eligible employees are required to complete the appropriate paperwork designating the employee's beneficiary to whom any such insurance proceeds shall be payable.

Long-Term Disability Insurance: The Town offers long-term disability insurance benefits for regular full-time employees within the terms of the plan adopted by the Town, up to a maximum amount determined by the Town.

Retirement Benefits: The Town offers retirement benefits to regular employees who are not sworn personnel through the Colorado Retirement Association. Sworn personnel receive retirement benefits through the Colorado Retirement Association and the Fire and Police Pension Association of Colorado. All non-sworn eligible employees are to be enrolled in the Towns 401(a) program. In addition to a 401(a) program, all full-time employees have a voluntary 457(b) to enroll in. Sworn employees are to be enrolled in Fire & Police Pension Association, with the option for enrollment in the Towns 457(b). The eligibility requirements for retirement benefits may be obtained from Human Resources. As with all employee benefits, the Town reserves the right to terminate or modify the above-described retirement benefits at any time.

WORKPLACE GUIDELINES

Appearance: An employee's appearance should be consistent with good hygiene, safety, and appropriate attire based on the requirements of their position. Without unduly restricting individual tastes, the following personal appearance guidelines shall be followed:

- Offensive body odor and poor personal hygiene are not acceptable.
- Tattoos/brands visible on the body that are obscene or that advocate unlawful discrimination are prohibited.
- Perfume, cologne, and aftershave lotion should be used moderately, as some individuals may be sensitive to strong fragrances.

These are guidelines only and are not intended to be all inclusive. In instances where an employee and their supervisor are not in agreement, the Town Manager shall have discretion as to what is acceptable based on the position and the Town's business needs.

Dress Code: The following guidelines are intended to assist in complying with the Town's Dress Code Policy. If this policy causes concern due to religious beliefs, medical conditions, or any other Protected Class, please contact Human Resources to discuss options for reasonable accommodation.

Administrative employees: Business casual attire is permissible in the workplace and must be properly fitting in size and shape, neat, clean, and in conformance with safety standards. Items worn to a gym, beach, or yard work are not considered appropriate for the workplace. In determining proper attire, it is important to keep daily schedules in mind.

When attending a Town meeting, Board/Commission meeting or meeting with external customers or contacts, more formal business attire may be appropriate. All footwear is expected to be appropriate to the employee's position. Shoes are to be neat, clean, and in good repair.

Business casual can be defined as, but not limited to:

- Slacks, capris/cropped pants, khakis, neat jeans, skirts, dresses
- Collared shirts, blazer/sport coat, knit golf shirts, polo shirts, Town logo shirts, blouses.
- Conservative athletic or walking shoes, loafers, clogs, boots, flats, leather type deck shoes, dress shoes.
- An informal style of dress that still maintains a professional appearance.

Inappropriate clothing and dress for all employees:

- Shirts deemed as "undershirts."
- Fitness clothing
- Hats (If your position is at Town Hall or Administrative)
- Shorts
- Short skirts. Short skirts are defined as more than two fingers width above the knee-cap.
- Flip-Flops
- Clothing with inappropriate advertising or slogans
- Clothing not properly laundered or not in good condition.
- Tops offer full coverage and avoid low-cut, backless, or overly revealing styles
- Spaghetti straps/halter tops/ tank tops
- Sheer or mesh garments

Sworn employees: Sworn Town of Monument employees are required to follow the dress code and uniform regulations as outlined by the Monument Police Department Policy via Lexipol.

Parks & Public Works employees: The following guidelines apply to all Public Works (Water, Fleet, Street, Parks, & Facilities) employees who are essential for daily field operations, in a position that may come in direct contact with the community or may be required to approach a business or residential property and occupant.

It is the policy of the Public Works Department to project a business-like image to customers, clients, vendors, visitors, and coworkers. The department requires that employees dress appropriately in clothing that:

- Suited for their job responsibilities and work environment.
- Meets the requirements established for safety reasons.
- In good, clean, and orderly condition suitable for representation.
- Complies with the respective Town wide requirements that have been established.

Employees required to wear a uniform while on the job shall be furnished by the Public Works Department and therefore, it is a condition of employment and must be worn to be considered fit for duty, without exception. The department Director may provide exceptions and will be determined individually.

All uniform and PPE items provided and paid for by the Town are considered Town property and shall not be used or worn for personal use. Upon separation of employment, all items must be returned to the Town pursuant to the Exit Procedure policy.

For more information, reference the policy for Uniform and Clothing below.

If an employee has questions about a particular dress or clothing choice, they are to ask their Department Director for approval before wearing the clothing to work. If you report to work in inappropriate attire, you may be sent home to change into appropriate attire. Continued violations of this policy may result in disciplinary action, up to and including termination.

Uniform and Clothing: Uniforms serve multiple purposes like promoting official Town representation, professionalism, dress attire consistency, and ensuring employee safety. Personal Protective Equipment (PPE) may be necessary for certain employment positions or job duties. PPE must meet, as applicable, Town, industry, State, and Federal standards specific to the employment position or job duties.

All uniform and PPE items provided and paid for by the Town are considered Town property and shall not be used or worn for personal use. Upon separation of employment, all items must be returned to the Town pursuant to the Exit Procedure policy.

Full-time Public Works employees (Water, Fleet, Street, Parks, and Facilities) performing essential daily field operations must wear designated uniforms that meet Town standards to ensure safety during fieldwork. Employees will receive Town-issued tops and a fixed dollar amount to purchase Town-approved uniform items, safety boots, department-specific tops, and personal protective equipment, from an approved vendor.

Uniform:

- Employees must always wear uniform shirts issued by the Town when engaged in fieldwork.
- Employees will maintain uniform shirts in a clean, functional, and orderly fashion.
- Employees may be required to pay more costs above their department-approved allotment for uniform shirts due to neglect, abuse, or loss on the employee's behalf.

Employees will return uniform shirts upon separation of employment pursuant to the Exit Procedure policy.

Employees must always wear approved uniform pants when engaged in fieldwork.

Safety Work Boots:

- All safety boots must meet the requirements of a safety toe, either steel or composite, ANSI approved, ankle high work boot, slip resistant soles, "boot" type.
- Employees shall always wear approved safety boots when engaged in fieldwork.
- Employees will maintain boots in a functional, good, and orderly fashion.
- Employees will attend Risk Managements safety advisement class for wearing and maintaining safety boots.
- Employees will return safety boots upon separation of employment pursuant to the Exit Procedure policy.

Public Works employees can wear self-purchased work pants and work boots if they meet the safety guidelines outlined in this section. For the detailed Town procedure regarding Uniform and Clothing allowance, reference the Uniform and Dress Attire expectations memo in the Public Works procedural guidelines.

Attendance: Employees are to arrive at work on time, ready to work when their shift begins, and remain in attendance during work hours. Non-exempt employees should not arrive at their designated work site prior to their scheduled work time and should leave the site at the end of their workday. Employees are required to keep accurate daily records of their attendance and hours worked.

If unable to arrive at work on time, or if absent, the employee must contact their supervisor as soon as possible. Excessive absenteeism or tardiness may result in disciplinary action up to and including termination.

Failure to show up or call in for a scheduled shift without prior notice and/or approval may also result in disciplinary action, including termination.

If an employee fails to report to work or call to advise their supervisor of their absence for three (3) consecutive days or more, that employee will be deemed to have voluntarily resigned their employment.

Tobacco Use: Tobacco use is prohibited in all Town facilities, vehicles, and equipment or within twenty-five (25) feet of any Town building entrance. Smoking is not allowed inside Town buildings or work areas at any time. This includes any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is permitted during regularly scheduled breaks and lunch periods in outdoor areas at least twenty-five (25) feet away from a Town building entrance. Employees taking a break for this purpose are expected to dispose of any smoking debris safely and adequately. The duration and number of breaks from work cannot be extended to use tobacco products.

Meal and Rest Breaks:² Employees are entitled to an unpaid meal break each workday exceeding five (5) hours. The length of the lunch break varies based on the work location and is set forth under “Hours of Work” in this Handbook. Any non-exempt employee required to work through a meal break will be paid for such time. The employee’s Director or supervisor must be notified in writing of such circumstances.

Employees may take one 15-minute rest period per every four (4) hours worked, depending on the workload that day. An employee’s supervisor may schedule meals and rest breaks. All full-time employees, excluding sworn police officers, are provided with one meal period each workday. Supervisors can schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Rest periods should be taken away from the employees’ workstation. However, since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time. Rest breaks do not accumulate if they are not taken and may not be used to reduce or shorten an employee’s regular workday; however, discretion is given to Department Directors to regulate this policy in conjunction with the needs of each Department.

² Pursuant to the FLSA, if a non-exempt employee is not completely relieved from duty during the entirety of the break, the time is considered hours worked.

Employees classified as exempt under the FLSA are not subject to this policy.

Nursing Employees: Employees who are nursing will be provided with reasonable breaks to express breast milk as frequently as needed for up to two (2) years after the birth of a child. An employee's two allotted 15-minute breaks can be used for this purpose. Compensation for additional breaks will be determined by the Department Director in collaboration with the Human Resources Department. The Town will provide a place for the break, other than a bathroom, which is shielded from view and free from intrusion.

Modified Assignment Program: The Modified Assignment Program (MAP) provides temporary full-time or part-time assignments for employees with health restrictions during recovery from work-related or non-work-related injuries, illnesses, or conditions. MAP enables injured employees to remain productive during recuperation, supporting a prompt return to full duties. The Town will strive to accommodate employees in MAP, although not all positions may be suitable for modified duty. Participation decisions are made on a case-by-case basis.

Conditions for MAP Assignments

- **Temporary Duty:** MAP is intended for employees temporarily unable to perform regular duties, with assignments typically less physically or mentally demanding.
- **Approval:** MAP assignments require approval from the employee's treating physician, Department Director, and Human Resources.
- **Duration:** MAP assignments are limited to ninety (90) calendar days and are strictly temporary, with no permanent modified duty assignments available.
- **ADA Compliance:** If an employee cannot return to regular duties after ninety (90) days, the situation will be reviewed for reasonable accommodations under the Americans with Disabilities Act (ADA).
- **Assignment Refusal:** Refusal to accept a MAP assignment, except under a physician's written advice, may result in termination.
- **Pay Rate:** The Town may adjust the employee's pay rate based on the MAP assignment.

Employee Identification and Access Cards: Each Town employee is provided with an official Town identification card and building access card, issued on the first day of employment. Employees are required to wear their badge for access to Town-owned facilities and for citizen identification of employment.

If an employee's ID badge is lost or stolen, they are to immediately report this to their supervisor. Excessive lost or stolen ID badges can result in disciplinary action up to termination. Upon separation of employment, IDs must be returned to Human Resources.

Interns, temporary, and seasonal staff can receive an ID badge upon Director approval. Return of the ID badge is mandatory at the end of their assignment.

ALTERNATIVE WORK SCHEDULES

The Town recognizes employees' needs or desire to work alternative hours to accommodate the demands of juggling work, family, and personal obligations. The following optional arrangements can provide the desired increase in flexibility with their work schedule while allowing the Town to maintain a progressive and productive work environment.

Employees may be considered for an alternative work schedule on a case-by-case basis. Certain positions may not be considered for an alternative work schedule due to the responsibilities pertaining to public safety, level of customer service required, or FLSA classification.

Eligible employees must submit an Alternative Work Schedule request form to their Director. There are different forms for [Exempt](#) and [Non-exempt](#) employees.

Submitting the request does not translate to being approved. Alternative work schedules are not contracts of employment but a voluntary agreement between the employee and the Town to abide by expectations of their position, responsibilities, and the Towns' policies and procedures.

The arrangement of an alternative work schedule at any time for any reason may be rescinded or modified.

Remote Working/Telecommuting:

Telecommuting allows employees to work remotely for part of their workweek. The Town's suggested maximum number of days per week of remote working is one (1) scheduled day. Directors may elect to set alternate maximum remote working days for their department. To accommodate occasional, unexpected personal matters, employees are allowed to work remotely for a maximum of three (3) days unscheduled per week. Anything beyond three days requires Town Manager approval. Employees authorized to work remotely must report hours worked in the same manner as if the employee reported for duty at their regular worksite. Remote Working/Telecommuting will also follow the guidelines of the Employee Handbook.

Both the employee and the Town may initiate telecommuting arrangements, which can be modified or terminated by either party at any time. Telecommuters will be evaluated under the same performance standards as on-site employees.

Equipment and Workspace

Equipment needs for telecommuting are determined individually, based on job requirements. The Town will supply and maintain Town-owned equipment, while employees maintain their own equipment, if used. Town-provided equipment is for business use only, and employees are responsible for its safekeeping. Upon termination, all Town property must be returned in its original condition, with reasonable wear and tear.

Employees are expected to establish a suitable home work environment, with all set-up and maintenance costs being the employee's responsibility.

Confidentiality

Telecommuting employees must ensure the protection of confidential Town information accessed from their home office. This includes using secure passwords, approved VPNs, and other necessary security measures.

Timekeeping and Overtime

Non-exempt telecommuters must record all hours worked according to the Town's timekeeping procedures. Any hours exceeding forty (40) per week require prior supervisor's approval. Non-compliance may result in immediate termination of the telecommuting arrangement and/or disciplinary action.

Temporary Telecommuting

Temporary telecommuting may be approved for specific circumstances on an as-needed basis, with no expectation of continuation. These requests require approval from the Department Director and Human Resources.

Compressed Workweek:

Work schedule with the standard workday lengthened to allow for fewer than five (5) workdays scheduled each workweek and/or fewer than ten (10) workdays scheduled in 80 hours in a bi-weekly pay period.

- 4/10 Schedule: Employees work ten (10) hours per workday, reducing the workweek to four (4) days a week.
- 4/9 aka 9/80 Schedule: Employees work nine (9) hour workdays Monday through Thursday and four (4) hours each Friday.

Flextime:

Daily work hours set by a supervisor in which an employee on a Flextime Schedule may choose to start and/or end his or her work times as long as the standard daily work hour total required of the employee is met.

An employee works eight hours per workday, but an employee's schedule is flexible.

Employees may request to shift their everyday schedule, starting the day earlier in the morning to leave early in the afternoon or start later and leave later.

LEAVE TIME/ PAID TIME OFF

Vacation: Full-time employees scheduled to work at least thirty-two (32) hours per week are eligible for vacation leave. Part-time employees working less than thirty-two (32) hours per week receive prorated vacation accrual based on hours worked. Vacation can be used for any purpose. Accrued vacation transfers with employees who move to different departments within the Town.

Accrual: Vacation leave accrues only in pay periods in which employees receive pay, excluding long-term disability, FMLA, or disciplinary suspension periods. Accrual follows a per pay period schedule, stopping once the maximum accrual based on service years is reached. Accrual resumes after the balance drops below the maximum.

Eligible service is calculated from the original hire date. A benefit year may be extended for any leave over thirty (30) days, except military leave, which does not impact the benefit year.

LENGTH OF CONTINUOUS SERVICE	HOURS ACCRUED PER PAY PERIOD	MAX HOURS ACCRUED
0-3 Years	3.69	96
4-5 Years	5.54	180
6-10 Years	6.46	300
11+ Years	7.38	360

Use of Vacation: Employees must submit vacation requests to their supervisor for approval before taking leave. Vacation can be used in quarter-hour increments. Approval depends on business needs and staffing requirements. Leave requests exceeding fifteen (15) consecutive days require Director approval, with appeals handled by the Town Manager.

Employees are encouraged to take at least five (5) consecutive days of vacation annually.

Miscellaneous Provisions:

Upon separation, accrued, unused vacation leave is paid at the employee's base rate. Vacation leave cannot be borrowed or paid out before separation. The policy is "use it or lose it" based on maximum accrual limits by tenure.

Vacation hours are not considered working hours for overtime. Employees must follow Town policies for requesting and documenting vacation leave.

The Town reserves the right to adjust accrual rates (effective the pay period after an employee's anniversary date).

SICK LEAVE

All employees begin accruing sick leave upon hire. Full-time employees earn increasing sick leave annually based on tenure, per the accrual schedule. Part-time employees accrue proportionally, based on hours worked relative to a forty (40) hour week. Sick leave transfers with employees moving between Town departments.

Sick leave is paid at the employee's base pay rate at the time sick leave is used. It does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials. If an employee transfers from one department to another within the Town, their accrued sick leave will transfer with them.

Sick Leave time is to be used for the events of³:

- Temporary absence due to illnesses or injuries
- Inability to work due to mental or physical illness, injury, or health condition.
- Obtaining preventative medical care (including vaccinations) or medical diagnosis/care/treatment.
- Needs due to domestic abuse, sexual assault, or criminal harassment including medical attention, mental health care, or other counseling, legal or other victim services or relocation.
- Bereavement, to grieve, attend funeral services or a memorial, or financial/ legal needs after death of a family member.
- If an employee must evacuate their residence or care for a family member whose school or place of care was closed due to inclement weather, power/heat/water loss, or another unexpected event.
- In the event of a declared PHE (Public Health Emergency), and a public official closed the employee's workplace, school, or place of care of the employee's child.

Usage: If the leave need is foreseeable (a doctor's appointment), employees must request it from their supervisor in advance, ideally two (2) weeks ahead. Absences lasting four (4) or more consecutive workdays require documentation verifying the qualifying reason. Returning from absences of two (2) weeks or more may require medical clearance to ensure safe return to work.

Employees must notify their direct supervisor (via phone, text, email, or Teams) before their scheduled start time if they are unable to report to work. Failure to provide notification will be considered a "no call, no show" and may result in disciplinary action. Employees must ensure their notification is confirmed as received. If the direct supervisor is unavailable, the acting supervisor must be notified.

³ Events for which sick leave may be used is designated by statute.

Employees can request use of sick leave only after it is earned. No advanced sick leave will be given to any employee. Paid sick leave is used in quarter hour increments.

Accrual:

LENGTH OF CONTINUOUS SERVICE	HOURS ACCRUED PER PAY PERIOD	MAX HOURS ACCRUED
0-4 Years	3.69	320
5+ Years	5.54	320

Length of eligible service is calculated based on date of hire as described in the Vacation Leave policy above.

Employees shall accrue sick leave during periods of leave with pay, excluding periods when an employee is on Long Term Disability (LTD), Family Medical Leave Act (FMLA) leave, or on disciplinary suspension.

Miscellaneous Provisions:

Sick leave is paid at the employee's base rate, excluding overtime or bonuses. Sick leave is used in 15-minute increments. Accrued sick leave is payable upon separation for employees in good standing, up to a 120-hour maximum. Sick leave is a "use it or lose it" benefit, capped per tenure limits, and designed to assist with waiting periods for Long-Term Disability (LTD) benefits.

Sick leave hours do not count toward overtime.

All employees are required to use sick leave responsibly, adhering to Town policies, procedures, and documentation requirements.

Public Health Emergency Leave: If a public health emergency is declared, the Town will supplement each employee's sick leave accruals as necessary to ensure that each full-time employee may take at least eighty (80) hours of paid leave and each part-time employee may take the greater of either the amount of time the employee is scheduled to work in a fourteen (14) day period, or the amount of time the employee actually works on average in a fourteen (14) day period. An employee's unused, accrued vacation leave, sick leave, and/or compensatory time off will be counted towards such supplemental public health emergency leave.

For example, if a full-time employee has twenty (20) hours of unused, accrued sick leave, twenty (20) hours of unused, accrued vacation leave, and ten (10) hours of unused, accrued personal leave on the date a public health emergency is declared, the Town will provide that employee with an additional thirty (30) hours of public health emergency leave. In contrast, a full-time employee who has seventy (70) hours of unused, accrued vacation leave and ten (10) hours of unused, accrued sick leave at the time a public health emergency is declared would be granted no supplemental public health emergency leave.

Use of Public Health Emergency Leave: Public health emergency leave may be used only for the following purposes:

- A. For the employee to:
 - i. Self-isolate when diagnosed with a communicable illness related to a public health emergency.

- ii. Self-isolate when experiencing symptoms of a communicable illness that is the cause of a public health emergency.
 - iii. Seek medical care, diagnosis, or treatment when experiencing symptoms of a communicable illness that is the cause of the public health emergency; or
 - iv. Seek preventative care concerning a communicable illness that is the cause of the public health emergency.
- B. For the employee to care for a family member who:
 - i. Is self-isolating when diagnosed with a communicable illness that is the cause of a public health emergency.
 - ii. Is self-isolating when experiencing symptoms of a communicable illness that is the cause of a public health emergency; or
 - iii. Needs medical care, diagnosis, or treatment when experiencing symptoms of a communicable illness that is the cause of the public health emergency.
- C. If the employee or the employee's family member's presence on the job or in the community would jeopardize the health of others because of exposure to the communicable illness or because of symptoms of the communicable illness, regardless of whether the employee or the employee's family member has been diagnosed with such illness.
- D. To care for a child or other family member when the childcare provider is unavailable or if the school or place of care is closed due to the public health emergency (even if remote instruction is being provided); or
- E. If the employee is unable to work because of a health condition that may increase susceptibility to communicable illness that is the cause of the public health emergency.

Employees may use public health emergency leave until four (4) weeks after the official termination or suspension of the emergency. Employees are eligible to receive supplemental public health emergency leave once during the entirety of a public health emergency, even if the emergency is extended, restated, or prolonged.

Approval and Scheduling of Public Health Emergency Leave: When the need to use public health emergency leave is probable, employees are to notify their supervisor as soon as practicable of the need to use it.

Upon separation of employment from the Town for any reason, an employee's unused, supplemental public health emergency leave time will not be paid to the employee.

HOLIDAYS AND LEAVE

Holidays currently observed by the Town:

Official Holiday	Observed Holiday
New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve	December 31
Personal day (1)	8 hours, use by November 30th of each year, or forfeited.

Holidays that fall on a Saturday are "observed" on the preceding Friday. Holidays falling on Sunday will be "observed" on the following Monday. Holidays are subject to evaluation by the Town Manager and may be revised at any time.

Holiday time is eight (8) hours for all employees. If an employee normally works nine (9) or ten (10) hour days, the employee will be paid eight (8) hours of holiday and must use vacation or comp time to cover the additional hours.

Non-exempt employees who are eligible for paid holidays and who are required to work on the official holiday will receive compensation at one and one-half (1½) times their hourly rate of pay for hours worked. Additionally, if non-exempt employees work on an official holiday, they will receive their eight (8) hours of holiday time (not included in calculating overtime) in addition to their hours worked at 1.5x pay.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off.

If an employee is scheduled off on the “official” holiday, the employee will receive eight (8) hours of holiday benefit pay. Holiday hours are not payable upon separation of employment.

Sworn police officers will receive a Holiday Bank of 112 hours each year. Hire date will affect the amount of hours in the bank, to coincide with holidays left in the year. There is no accrual rate for holiday time off or any personal day. All unused time will be forfeited. The Town will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Employees with no hours worked, or leave time within the holiday week will not earn holiday leave time.

Paid time for holidays will not be counted as time worked in the calculation of overtime.

Voting Time⁴: Any employee whose work schedule effectively prevents voting before or after work shall be permitted up to two (2) hours of paid leave for the purpose of voting. Voting leave must be requested and approved by the employee’s supervisor no later than the day before Election Day. The Town may specify the hours during which the employee may be absent, but the hours shall be at the beginning or end of the work shift, if the employee so requests.

Bereavement Leave: Employees who request to take time off due to the death of an immediate family member should notify their Director as soon as possible. Full-time employees are eligible for Bereavement Leave in the event of a death in their immediate family. For purposes of this policy, immediate family members are defined as an employee’s spouse, domestic partner, parent, parent-in-law, guardian, child, stepchild, son/daughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, or grandchild.

For each occurrence, employees may be authorized up to five (5) days, or forty (40) hours of Bereavement Leave to attend family matters and the funeral. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, bonuses, or shift differentials. Employees needing additional time off beyond forty (40) hours may use accrued vacation, sick, or personal day with approval from their supervisor.

Workers’ Compensation: The Town provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained during employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

If an employee sustains a job-related injury or illness, they must notify their supervisor and Human Resources. Such a report shall be made immediately or at the earliest practicable time, but no later than ten (10) days after the accident.

Employees shall cooperate promptly with written reports, forms, and other requests required by the supervisor, the Council or its agents, insurance companies, or other authorities.

The Town has designated locations for treatment of Worker’s Compensation injury or illness claims as prescribed by the Colorado Workers’ Compensation Act. These addresses are given to employees upon hire and can be found in their Human

⁴ This is a statutory requirement.

Resource Information System file section. In case of emergency medical attention or after hours' care, employees should go to any physician or medical facility that can provide care.

Any employee who becomes incapable of performing his or her normal work duties because of injury or illness incurred within the scope of employment will be deemed to be on work-related absence until the employee is medically released to resume normal work duties or temporary modified work duties, as may be allowed. Town employees who sustain a work-related injury or illnesses may receive benefits pursuant to the Colorado Worker's Compensation Act, C.R.S. 8-40-101, et. seq.

Employees may return to full or temporary modified duty when they have been released by their designated provider to do so. Employees must provide Human Resources with written documentation verifying the employee's release of information from their physician. A physician's release authorizing the employee to return to full regular duty shall be required before the employee may be returned to the employee's regular position.

Workers' Compensation benefits will run concurrently with FMLA leave. Employees using their leave accruals while out will continue to accrue vacation leave. The Town will pay the employer's portion of the employee's health insurance premiums, if any, during Workers' Compensation leave, and the employee is responsible for their premium portion. If an employee is unable to return to work due to their injury, they will be eligible to continue medical benefits under COBRA at the employee's sole cost.

Sworn Employee Fire & Police Pension Association (FPPA) D&D benefits will continue at the specified percentage while on leave from the Town.

Jury Duty Leave:⁵ The Town recognizes and encourages employees to perform their civic duty. Employees must provide a copy of the jury summons to Human Resources within three (3) days of returning to work to be compensated while serving as a juror. If selected to serve, the Town will reimburse the employee at their regular rate of pay up to three (3) days. An employee excused from jury duty must return to work immediately following their release.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time such as vacation, sick, personal day, or may request an unpaid jury duty leave of absence for a period not to exceed two (2) weeks.

Jury duty pay is not considered "time worked" in the calculation of overtime.

If an employee is subpoenaed as a witness in an official capacity as a Town employee, they will be compensated for the time as time worked. Proof of subpoena is required.

Court Appearance Leave:⁶ If an employee is the victim of a crime, or a member of a crime victim's family, the employee may request time off to attend those court proceedings. This includes cases of domestic violence, sexual assault

⁵ All regular employees must be paid regular wages (at least fifty dollars per day) for the first three days of juror service. Section 13-71-126, C.R.S. Regular employment includes part-time and casual employment so long as the hours can be determined by a schedule, custom, or practice established during the 3-month period preceding the juror's term of service.

⁶ This is a statutory requirement.

and stalking, and other crimes for which judicial proceedings are called. Family members include the employee's spouse, child, or parent.

Uncharged leave will be granted for court appearances for the above reasons. The amount of granted leave for this scenario will be dependent on the length of court appearance.

The employee requesting court appearance leave must request their need for leave to Human Resources and provide documentation verifying the need for the leave. Acceptable documentation includes:

- A police report indicating that the employee or a member of the employee's family was a victim of a crime; or,
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical, mental injuries, or abuse resulting in victimization from an act of domestic violence, sexual assault, or other crime.

Court appearance leave may be requested to:

- Prepare for and attend court proceedings; or,
- Receive medical treatment or attend to medical treatment for a victim who is the employee's spouse, child, or parent; or,
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, stalking, or any other crime.

The Town will make every attempt to maintain the confidentiality of any information provided as certification of the need for court appearance leave.

Court appearance leave is not considered time worked in the calculation of overtime.

Active-Duty Training: An employee who is a member of the National Guard or the Military Reserve Forces of the United States is allowed up to 168 hours for military training leave, without loss of pay and benefits, each calendar year. This time is granted as paid leave and does not count toward accrued vacation or sick time. If an employee is inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to the Town after separation from military service, the employee may be re-employed in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA)

The employee will retain military and Town salaries in full for the allowed military leave. Seniority, job status, vacation/sick leave accruals, and other Town benefits will continue. Employees taking military leave beyond allowed military leave will not be paid by Town of Monument for such additional days unless the employee uses accrued leave time.

Employees taking part in military service or training will not be required to work on scheduled downtime from military service.

Military leave is not considered time worked in the calculation of overtime.

Leave of Absence Without Pay: In special circumstances, a personal, non-medical or medical leave of absence without pay may be granted, subject to the approval of the Town Manager, for extended absences. During the employee's absence, the Town may elect to fill the position with temporary personnel.

Requests for leave without pay will be evaluated based on several factors including, but not limited to:

- Anticipated workload requirements.
- Staffing considerations during the proposed period of absence.
- Employee's attendance and performance history.

To be eligible for leave without pay, the employee must first use all accrued forms of paid leave, unless approved otherwise by the Town Manager, and not conflict with the requirements or operations of work. The employee must submit a request using the [Leave of Absence Without pay form](#) with the dates that the employee expects to be on leave without pay.

The employees' Department Director may approve an absence of five (5) days or less; Human Resources and the Town Manager must approve absences exceeding one (1) week.

Requests for leave without pay must be approved as follows:

- Supervisor approves/denies request based on operational needs.
- Department Director reviews requests and submits them to Human Resources.
- Human Resources approval is needed for requests greater than 5 (five) days.

Employees may appeal a leave without pay denial. All appeals are to be submitted to Human Resources.

If leave without pay exceeds thirty (30) calendar days, the employee will be responsible for payment of the Town's full insurance premiums beginning on the 31st day. If the leave without pay exceeds sixty (60) days, the Town does not guarantee that the employee's position will be available upon the employee's return.

If an employee is on leave of absence without pay when a holiday occurs, the employee will not be paid for that holiday benefit.

All forms of leave time and holidays shall cease to accrue while employees are on leave without pay.

Emergency Leave and Attendance: This policy will only become effective upon the declaration of a State of Emergency from the President of the United States, the Governor of Colorado, or Mayor of the Town.

In the event of a situation that invokes this policy, the following applies:

- Non-emergency personnel are not required to come to work. Employees may use any available paid leave until the official State of Emergency is lifted. Should an employee exhaust their available paid leave, they will be on a leave without pay status until the State of Emergency is lifted.
- Non-exempt emergency personnel who are required to come to work will be paid at the rate of 1.5x their base rate (1 ½) for all hours worked during the State of Emergency.
- Exempt personnel who are required to work will be paid their regular salary and may be eligible for additional compensation as determined by the Town Manager on a case-by-case basis.
- All employees are responsible for returning to work when the State of Emergency has been lifted.
- During an emergency and in the interest of public and/or employee safety, the Town Manager may waive operational rules and regulations.

Domestic Abuse Leave: Employees are granted up to three (3) working days of paid leave from work during any twelve (12) month period to protect themselves from domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse. Employees shall exhaust all accrued vacation and sick leave prior to taking Domestic Abuse Leave.

Employees may take leave to seek a civil protection order to prevent domestic abuse; obtain medical care and mental health counseling for themselves or their children; make their home secure from the perpetrator or to seek new housing; or seek legal assistance to address issues arising from domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse and attending or preparing for related court proceedings. Except in cases of imminent danger, the employee shall provide their supervisor with appropriate advanced notice of such leave and such documentation as may be required by the Town.

All information related to an employee's Domestic Abuse Leave shall be kept as confidential as possible.

Administrative Leave: At the request of the Department Director and Human Resources, an employee may be removed from the workplace and placed on administrative leave. Administrative leave is a temporary break from work that can be either paid or unpaid, depending on the circumstances.

Paid Administrative Leave: Allows an employee to retain their regular salary and benefits during a leave period, as requested by their Director or Human Resources. Paid Administrative Leave can be used during investigations or for approved non-disciplinary reasons. Accrued leave balances are not impacted and leave accruals continue.

Unpaid Administrative Leave: An employee does not receive salary while away from work. Unpaid administrative leave is granted to conduct an investigation or other inquiry into allegations or charges of wrongdoing or violation of any law, rule, or policy or where necessary for the safety and welfare of any employee or the efficient operation of the department, or for budgetary reasons such as a furlough.

Leave will be without pay if the circumstances undermine the integrity of the Town and its operations or present a threat or risk to other employees or the public; however, the employee may utilize any accrued vacation leave when placed on unpaid administrative leave.

Furloughs:

Furloughs may be declared by the Town Manager when necessary for financial reasons or other reasons that may require a monetary reduction in Town expenses. A furlough may be declared for all employees or for specific groups of employees. Furloughs can be deemed voluntary or involuntary. The time applied for the furloughs can be hours, days etc.

Administrative furlough: A planned event designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budgetary situation.

Shutdown furlough/emergency furlough: This occurs when there is a lapse in resources at the beginning of a fiscal year. This happens if no funds have been allocated for that year, either due to the expiration of a continuing resolution or the failure to pass a new continuing resolution or resource law. In such cases, the agency would have to shut down any activities funded by annual appropriations that are not accepted by law. Typically, an agency will have very little lead time to plan and implement a shutdown furlough.

All healthcare coverage will continue throughout the period of furloughing. Employees will still be responsible for paying their portion of benefits.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

FMLA requires employers to grant unpaid leave of absence to qualified workers for certain medical and family-related reasons.

Employee Eligibility: FMLA defines eligible employees as employees who have worked for the Town for at least twelve (12) months and worked for the Town for at least 1,250 hours in the preceding twelve (12) months. The 12-month period is measured backward from the first day of an employee's leave.

Please note that there are many requirements, qualifications, and exceptions under FMLA, and each employee's situation is different. An employee must contact Human Resources to discuss options for leave.

FMLA requires all public agencies with fifty (50) or more employees, including state, local, and federal employers to provide eligible employees up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is twenty-six (26) weeks in a single 12-month period measured backward from the date an employee first takes that type of leave.

Leave Entitlement: FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or childbirth.
- Care of a child after birth or placement for adoption or foster care.
- Care of an employee's spouse, child, or parent who has a serious health condition; or serious health condition that makes the employee unable to work.

Military Family Leave Entitlements: Eligible employees with a spouse, child, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from:

- Attending certain military events and related activities.
- Arranging childcare and school activities.
- Addressing certain financial and legal arrangements.
- Attending certain counseling sessions; or
- Attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single 12-month period.

A covered service member is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform the duties of their service office, grade, rank, or rating and for which the service member is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections During FMLA Leave: An employee on FMLA will remain on the Town's health plans, the same as an active employee, except that the employee must make arrangements with the Finance Department for payment of the employee portion of the insurance premiums. If the employee is on paid leave, appropriate deductions for health insurance will be made from the employee's paycheck. If the employee is able but does not return to work after the leave's expiration, they will be required to reimburse the Town for payment of insurance premiums during leave. As with other types of unpaid leave, the employee will not accrue any employee benefits during the period of unpaid leave.

Definition of a Serious Health Condition: A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a healthcare provider, one (1) visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of "continuing treatment."

Use of Leave: The maximum time allowed for FMLA Leave is either twelve (12) weeks in a 12-month period or twenty-six (26) weeks for the care of a military member. The Town uses the twelve (12) months measured backward from the first day of an employee's leave. If both spouses are employed by the Town, each spouse is entitled to a leave of absence of twelve (12) weeks when the leave is taken for the care of a healthy newborn, placement for adoption or foster care of a healthy child or to care for an employee's parent or spouse with a serious health condition. When the leave is taken to care for a covered service member, the spouses are limited to twenty-six (26) weeks of leave in total during twelve (12) months.

Reduced Work Schedule/Intermittent Leave: An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying emergencies may also be taken on an intermittent basis.

Employees eligible for family leave to care for the employee's healthy child after birth, or placement for adoption or foster care of a healthy child may be eligible for a reduced or intermittent schedule. Requests will be considered on an individual basis. Intermittent family leave will not be granted beyond twelve (12) months following the birth or placement of the child.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates such leave. The Town may consider the employee's length of service, number of requests, duties, workload, and employee's job performance in making such decisions.

Use of Accruals: The Town requires employees to use their accrued paid leave time while taking FMLA leave. Family or medical leave will consist of a combination of accruals, vacation leave, sick leave, Compensatory (Comp) time, and Worker's Compensation (WC), as applicable. After paid leave is exhausted, any balance of the FMLA leave period will be unpaid.

Employee Responsibilities: Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, employees must provide notice as soon as practicable and must comply with the Town's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees are also required to provide a certification and periodic recertification supporting the need for leave. The Town also may require a second and, if necessary, a third opinion (at the Town's expense) and, when the leave is a result of the employee's serious health condition, a fitness-for-duty report must be provided before returning to work. The Town may delay or deny approval of FMLA leave for lack of proper medical certification.

Employer Responsibilities: The Town will inform an employee requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required, as well as the employee's rights and responsibilities. If employees are not eligible, the Town will notify the employee and provide a reason for their ineligibility.

The Town will inform employees if leave will be designated as FMLA, and the amount of leave counted against the employee's FMLA leave entitlement.

Employees that are on FAMLI or FMLA leave with no hours, leave, or worked, within the holiday week will not earn holiday leave time.

FAMLI (Family and Medical Leave Insurance)

FAMLI is Colorado's Family and Medical Leave Insurance (FAMLI) program that provides covered employees who have qualifying medical conditions paid leave benefits for up to twelve (12) weeks a year or sixteen (16) weeks a year for those with serious health conditions caused by pregnancy complications or childbirth complications.

Commencing January 2024, an employee enrolled in FAMLI may be paid between 37% and 90% of their wages up to a maximum of \$1,100 per week.

As the Town declined to participate in FAMLI, employees seeking to enroll in FAMLI must submit an application to the FAMLI Division at [CDLE FAMLI info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us). Any employee opting in must do so for an initial term of at least three (3) years and is required to make payment of the premiums, which are currently 0.45% of an employee's annual wages directly to the State.

Information on the FAMLI Program may be found at <https://famli.colorado.gov/>. The FAMLI Division can be reached at:

Colorado Department of Labor and Employment
FAMLI Division
633 17th Street, Suite 201
Denver, Colorado 80202-3660
(303) 318-8000

The Town is not responsible for paying an employee's salary/wage while on FAMLI leave. Employees may use accrued vacation and sick leave to supplement their FAMLI compensation.

Employees that are on FMLI or FMLA leave with no hours, leave, or worked, within the holiday week will not earn holiday leave time.

EMPLOYEE CONDUCT

Personal Conduct: The Town expects employees to act in the best interest of the Town and members of the public served by the Town. It is the responsibility of all employees to observe all rules, policies, operating procedures, and directives of the Town.

The following list, while not exhaustive, provides examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property.
- Falsification of timekeeping records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Negligence or improper conduct leading to damage of property.
- Insubordination or other disrespectful conduct including bullying.
- Violation of safety or health rules.
- Use of tobacco products that does not align with Town policies.
- Sexual or other unlawful or unwelcome harassment.
- Possession of dangerous or unauthorized materials in the workplace.
- Excessive absenteeism or any absence without notice.
- Unauthorized use of technology systems such as telephones, mail systems, or other employer-owned equipment.
- Unauthorized disclosure of confidential information, which shall not include discussion/expression of views regarding public employee representation/workplace issues or organizing/joining an employee organization.
- Violation of personnel policies.
- Unsatisfactory performance or conduct.
- Failure to comply with Town policies and procedures.

Exceptions to the policy will be permitted if any of the above material is involved and being handled in conjunction with an officially sanctioned law enforcement investigation.

These examples are not all inclusive. The Town Manager and Human Resources shall have discretion as to what may be considered infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment based on a “reasonable person” standard.

Employees will treat each other and members of the public with courtesy and respect regardless of how difficult the circumstance. The Town strives to make every effort to be receptive to citizen comments and concerns and to provide any reasonable amount of information or explanation upon request. When dealing with complaints, employees should remember that the matter is important to the citizen and deserves a prompt and courteous response.

Outside Employment: Employees may engage in outside employment provided it does not interfere with their job performance or create a conflict of interest. All employees must notify their supervisor prior to undertaking any

outside employment. For sworn personnel in the Police Department, written approval from the Chief of Police is required before accepting any secondary employment.

Employees with approved outside employment must continue to meet all attendance and performance expectations of their primary role. Outside employment will not be accepted as a justification for:

- Poor job performance
- Absenteeism or tardiness
- Leaving early
- Refusal to work overtime or modified schedules

If outside employment negatively impacts job performance or attendance, the employee may be required to discontinue outside employment or may be subject to disciplinary action, up to and including termination.

Outside employment that presents a real or perceived conflict of interest is strictly prohibited. Employees may not:

- Receive compensation or material gain from individuals or entities outside the Town for services rendered during their official duties.
- Use or disclose confidential Town information in the course of outside employment.
- Represent external parties before any government agency in matters where the Town has a direct interest.

Sworn police officers engaging in secondary employment must adhere to the following:

- All secondary employment must be approved and coordinated through the Police Department
- Officers remain under the direction and supervision of the Monument Police Department while performing duties based on their law enforcement authority.
- Agencies contracting sworn officers must reimburse the Town for services rendered.
- Officers must work in uniform and may not use Town vehicles or equipment unless specifically authorized.

Political Activity: Political activity means publicizing, supporting, opposing, campaigning for or otherwise participating in a candidacy for political office or any political or ballot issue, cause, or initiative, whether at the local, county, regional, state, or federal level, unless such activity is undertaken as part of the employee's authorized job responsibilities.

Town of Monument employees are free to participate in political activities as citizens on their own time and away from the workplace. However, employees may not undertake political activity while at work or while engaged in Town business outside of the workplace. Employees are also prohibited from undertaking any political activity within or in Town offices or facilities, irrespective of whether the employee is on or off duty. Prohibited political activity includes, but is not limited to:

- Circulating any candidate or issue petitions or literature, or displaying in the workplace campaign literature, buttons, placards, or similar material identifying, advancing, or opposing a candidate or political issue; or
- Using Town-owned or supported supplies, equipment, facilities, or instruments, including vehicles, credit cards, copy machines, printers, faxes, telephones, mobile phones, computers, internet or wireless connection or network for or in support of any political activity.

In addition, employees will refrain from any political activity that would give the impression that the activity has the endorsement of the Town, such as the use of the Town logo, seal, or brand, or wearing Town or department-issued uniforms.

Any employee who is subjected to any political activity while at work or pressured or coerced to participate in a campaign or ballot issue will report the incident to his or her Department Director, the Town Manager, or to Human Resources immediately. Each reported incident will be investigated.

Any employee found to be in violation of any provision of this policy may be subject to disciplinary action, up to and including termination.

Personal Relationships and Nepotism: To promote fairness, integrity, and morale in the workplace, the Town prohibits employment practices that may result in actual or perceived favoritism, conflicts of interest, or compromised supervision due to personal relationships.

Definition of Personal Relationships:

For the purposes of this policy, personal relationships include, but are not limited to:

- Family members (spouse, children, siblings, parents, grandparents)
- Domestic partners or roommates
- Romantic relationships
- Close friendships
- Business partnerships

Guidelines:

- Employees in personal relationships may not work within the same supervisory chain, access each other's confidential records, or manage funds overseen by a related employee.
- Employment of relatives or domestic partners is permitted only if:
 1. They do not work in a direct supervisory relationship.
 2. Their employment does not compromise supervision, safety, security, or morale.
- If a personal relationship develops between employees in a reporting or departmental relationship, they must promptly notify Human Resources.
- HR and the Department Director will evaluate and, if feasible, reassign one or both employees to eliminate the conflict.
- If reassignment is not possible, the employees may be asked to decide which one will resign.
- Even without direct reporting lines, if a personal relationship creates a conflict or potential conflict, reassignment or termination may be considered.
- Employees in close personal relationships must maintain professional conduct at work, avoiding public displays of affection or excessive personal interactions.

The Town reserves the right to take appropriate action, including reassignment or termination, to uphold workplace integrity and prevent conflicts of interest.

Reporting Criminal Charges and Convictions: Employees must notify Human Resources and their supervisor in writing of any conviction for a violation of a criminal statute not later than five (5) calendar days after such conviction. Reporting of deferred adjudications or a plea of nolo contendere must be reported as well.

Any criminal, traffic, or drug charges filed against Police Department personnel must be reported within one (1) business day to the Town Manager, the Human Resources Director, and the Police Chief or their authorized designees.

COMPUTERS, INTERNET, EMAIL & OTHER RESOURCES

Information Technology: The Town's computers, software, and technology systems are managed by the Information Technology (IT) department and are the property of the Town. The Town establishes access to these systems including issuing credentials, setting permissions, and monitoring usage.

This policy is designed to:

- Reinforce that all existing standard standards of professional conduct apply to the use of Town Technology resources.
- Ensure that Town employees use information technology resources efficiently and effectively; and,
- Protect Town data and systems from misuse, loss, or unauthorized access.

Artificial Intelligence (AI) Tools:

The Town supports the responsible use of Artificial Intelligence (AI) tools to enhance productivity and efficiency. Employees may use **Microsoft Copilot**, which is included in the Town's Microsoft 365 license, for work-related tasks.

The following guidelines apply to the use of AI tools:

- **Only approved AI tools may be used.** Use of free or unlicensed AI services, including the free version of ChatGPT or similar tools, is not permitted on Town devices or networks.
- **Do not input sensitive or confidential information** into any AI tool, including but not limited to:
 - Employee names or personal information
 - Financial data (e.g., salaries, budget figures)
 - Customer or resident information
 - Legal, law enforcement, or personnel matters
- **AI-generated content must be reviewed** for accuracy and appropriateness before being used in official communications or decision-making.
- **AI tools are not a substitute for professional judgment.** Employees remain responsible for the accuracy, legality, and ethical use of any content produced with AI assistance.
- **Do not use AI tools to generate or disseminate content** that is discriminatory, offensive, or violates Town policies or applicable laws. Employees with questions about appropriate AI use should consult the IT department or their supervisor.

Employees with questions about appropriate AI use should consult the IT department or their supervisor.

Acceptable Use Guidelines:

Employees shall:

- Use technology resources to perform assigned job duties.
- Comply with applicable personnel policies while using Town systems.
- Only use approved and properly licensed software.
- Ensure that equipment, systems, and data are stored securely.
- Utilize computers, computer systems, and cell phones to further work goals.
- Avoid practices that are wasteful of storage or processing capacity.
- Understand that all data stored on a Town device or Town property may be reviewed.
- Limit personal use of Town equipment; occasional personal communication is acceptable, but excessive use is prohibited.

Users shall not:

- Download or install software on devices without approval from IT.
- Introduce data into the system that does not serve a legitimate business purpose; or
- Use Town systems, in any way that is: illegal, disruptive, threatening, harassing, demeaning, obscene, profane, or otherwise offensive.

Data Security and Confidentiality:

The Town maintains confidential employee and customer records. Employees must protect personally identifiable information (PII) and follow all security protocols.

Users shall:

- Use passwords, regularly update passwords.
- Access or modify systems and data only as authorized.
- Handle data responsibly and only with proper authorization.

Users shall not:

- Use another individual's credentials.
- Violate the confidentiality of data or systems.
- Use software or hardware that could compromise security. Retain messages or files that do not have a business purpose (as defined by the appropriate record retention schedule); or
- Store data in ways that burden the systems or networks.

Employees using Town computers and technology systems must understand that all information, files, email, etc., placed on the computer/system by the employee may be subject to disclosure under the Colorado Open Records Law. Employees should not expect the right to privacy regarding information placed on the Town's computers or technology systems.

Inter-office communications marked as confidential must be treated as such and shall not be disseminated outside of the Town organization without authorization from the Town Manager or Department Director.

The Town may determine when an employee spends excessive time on the internet for non-business-related items or sends a disproportionate amount of non-business/personal emails while working. If the behavior continues, the employee will receive corrective and/or disciplinary action.

Employees are permitted to use computers for personal use during meal breaks and rest periods in accordance with Internet Usage guidelines.

All information regarding access to the Town's computer resources, such as user identifications, access codes, and passwords, is confidential and may not be disclosed to non-Town personnel.

Employees should notify their immediate supervisor or Human Resources upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Software and Copyright:

The Town utilizes licensed software and does not own the rights to most programs in use. Employees must comply with all applicable software licensing agreements and usage restrictions. Only the Town's designated IT Director may authorize the reproduction or installation of software on multiple devices.

Employees shall not:

- Copy, retrieve, forward, or distribute copyrighted materials using Town technology resources unless explicit permission has been granted by the copyright holder.
- Install or use unlicensed software on Town devices.

Internet Use and Restrictions:

Internet access is provided to support work-related activities. All data composed, transmitted, or received via Town systems is considered part of the Town's official records and must be accurate, ethical, lawful, and appropriate.

Employees shall not:

- Use Town systems to access, transmit, or share content deemed inappropriate, harassing, or offensive.
- Engage in excessive personal internet use during work hours.
- Violate Town guidelines or workplace conduct standards through online activity.
- Exceptions to these restrictions may be granted only when content is accessed as part of an officially sanctioned law enforcement investigation.

Email and Voicemail Use: Town email accounts are intended for business use only. Employees shall not use email to solicit participation in commercial ventures, religious or political causes, or other non-business matters.

Supervisory personnel may monitor email activity periodically. Employees are advised to use discretion and professionalism in all email communications. As a general guideline, avoid writing anything in an email that would be inappropriate or uncomfortable to say in person.

Employees are responsible for checking voicemail messages regularly. When away from the office for an extended period, employees must update their voicemail greeting to indicate their return date and provide an alternate contact.

Telephone/Cell Phones/Mobile Devices Use: Telephone and mobile device use must not interfere with job performance. The Town may issue mobile devices to employees whose roles require them.

Employees shall:

- Use Town-issued devices only for work-related purposes.
- Avoid non-work calls or texts that may incur additional charges.
- Refrain from using mobile devices while driving, in accordance with safety policies.

- Department Directors will determine which employees are issued Town-leased phones. Employees are responsible for maintaining these devices in good working condition. Repeated damage may result in replacement costs being charged to the employee. Usage will be monitored regularly.

Unauthorized Use of Communication Devices: Employees may not use personal electronic devices for work purposes unless explicitly authorized in writing by the Town Manager or designee. Personal devices include privately owned cell phones, tablets, laptops, and computers.

Employees shall:

- Keep personal devices silent or vibrate mode during work hours.
- Not use camera, video, or recording functions on personal devices while at Town facilities.
- Limit personal calls, texts, and emails during work hours to avoid disruptions.
- Exceptions may be made for emergencies or with prior approval from the Town Manager or designee.

Mail System Usage: The use of the Town-paid postage for personal correspondence is prohibited.

Mobile Device Purchase Upon Employment Termination: Upon departure from employment, employees may elect to purchase their assigned mobile device. The assigned mobile phone number is considered affiliated with the Town and will not be transferable to the departing employees. The purchase price of the mobile device will be determined by one of the following methods:

Offer Recovery Fee (ORF): If the device is currently under a contractual agreement, the cost will be based on the Offer Recovery Fee, which reflects the expense of removing the device from the existing contract.

Fair Market Value: If the device is no longer under contract, the cost will be determined by the fair market value as assessed by a local authorized reseller.

All purchases must be coordinated through the IT Department prior to the employee's final day of employment. Payment for the device will be processed through the Finance Department. The purchaser will also be required to sign an agreement acknowledging that the mobile device is being accepted in **as-is** condition, with no warranties or guarantees provided by the Town.

Using Personal Devices; Personal Communications During Workday: Employees shall not use their personal electronic devices for work purposes unless specifically authorized in writing, in advance, by the Town Manager or designee. Personal electronic devices include personally owned cell phones, tablets, laptops, and computers. Personal devices should be set to silent or vibrate mode where incoming calls may disrupt normal workflow. Employees whose personal devices have camera, video or recording capability are restricted from using those functions at Town facilities.

Excessive personal calls, emails, or text messaging during the workday, regardless of the device used, can interfere with employee productivity and be distracting to others. Employees must handle personal matters during non-work time and ensure that friends and family members are aware of the policy. Exceptions may be made for emergency situations and as approved in advance by the Town Manager or designee.

Media Relations/Releases: Dissemination of accurate information is a priority. Only authorized spokespersons may give information to the media. Department Directors may respond to queries at the direction of the Town Manager. When a media representative contacts them, employees shall contact their Department Director or Town Manager. The employee must inform the visitor/caller that the employer's spokesperson will return the call or email. Staff should never release the home or cell phone number of any other staff member, including supervisory staff. Staff shall not use their official title or imply the response is on behalf of the Town.

Social Media: This policy is intended to minimize the risk of propagation of slanderous or unprofessional content that could impair the Town's reputation or lead to legal claims. It is not intended to restrict communications protected by state or federal law.

While personal off-duty use of social media is generally not of concern to the Town, employees are reminded to use common sense when using social media. Any posts made on personal time in a personal account with content that does not relate to the Town or any person or entity with whom the Town does business is up to your discretion. The Town's Equal Employment Opportunity and Non-Harassment policies extend to social media.

Employees are prohibited from doing any of the following on social media unless otherwise protected by state or federal law:

- Disclosing confidential information regarding the Town, its constituents, or other members of the public.
- Making defamatory comments about the Town, Town Council members, employees, constituents, or other members of the public; and
- Making comments or discriminatory references that would violate Town policy if made in the workplace (comments that violate the non-Harassment policy).
- Employees may not use social media for personal purposes during paid working time. At no time may employees use the Town's computers, servers, Wi-Fi network, and other equipment for personal social media purposes.

AT-WILL EMPLOYMENT AND DISCIPLINE

Progressive Discipline and Coaching Guidelines: Employment with the Town is on an at-will basis. Employees may be terminated with or without notice and without reason, and similarly, employees may resign at any time. This Handbook does not modify the Town's At-Will Employment Policy.

The Town follows a progressive disciplinary approach. All employees are expected to comply with Handbook policies and perform their duties professionally. When conduct or performance does not meet expectations, the Town may take corrective or disciplinary actions to address issues, prevent recurrence, and prepare the employee for future success.

Supervisors and Directors are responsible for the behavior and performance of employees under their supervision. They have the authority and responsibility to discipline employees for violations of Town policies or departmental guidelines, subject to review by the Town Manager.

The discipline policy aims to maintain high performance standards, foster positive work relationships, and provide the Town's citizens with quality service. Discipline is largely "self-discipline," where employees are expected to adhere to

Town and departmental policies. If self-discipline does not meet standards, supervisors may take corrective actions to address the issue.

An employee is subject to disciplinary action if:

- The employee violates the personnel policies and guidelines, any written guidelines, or procedures applicable to the department in which the employee works or performance issues.
- The employee's conduct reflects discredit to the Town or hinders the effectiveness of Town operations.
- The employee has performed an act of misconduct, or has failed to perform an act, resulting in misconduct.

Management reserves the right to "Coach" employees before issuing discipline. Coaching involves a discussion with the employee about the violation and steps to prevent recurrence. Coaching documentation is kept by the supervisor or department head and is not placed in the employee's personnel file.

Actions taken in one case do not set a precedent for others. The Town has full discretion to determine and impose corrective actions as deemed appropriate, without establishing an expectation of specific disciplinary steps.

The Town Manager, Department Director or Human Resources may recommend and administer a means of corrective action or discipline determined to be appropriate with the type and severity of the cause for the action. The action taken may affect an employee's current pay, status, or terms of employment as follows:

Corrective Action:

- **Counseling and Verbal Warning:** Supervisory personnel verbally counsel an employee regarding their work or performance, followed by documentation of counseling and verbal warning.
- **Written Reprimand:** A written document issued by a supervisor indicating the specific reason for the reprimand and the steps and measures that must be taken to correct the conduct or performance issue.
- **Final Warning:** A written document issued by a supervisor and Human Resources indicating the specific reason for the reprimand and the steps and measures to be taken to correct the issue. If actions are not corrected, the outcome could be up to termination.

Disciplinary Action:

- **Unpaid suspension:** An involuntary removal from the work site for a specified period without pay.
- **Demotion:** Removal of an employee from a position and employing them in a position with decreased duties, responsibilities, and pay.
- **Termination:** Separation from employment with the Town.

Performance Improvement Plan (PIP): A plan that identifies performance issues and provides key measures with attainable goals allowing an employee to meet identified expectations.

If an employee does not agree with the application of corrective or disciplinary action, they must follow the Grievance Resolution guidelines. Note: Grievance Resolution procedure does not apply to Termination.

GRIEVANCE PROCESS

To the extent that problems or disputes arise, the employee is encouraged to promptly seek assistance from their immediate supervisor. Interference with or discrimination against any employee who, in good faith, files a complaint will not be tolerated.

The Town strongly encourages the use of non-adversarial dispute resolution techniques to resolve problems in a manner that is satisfactory to all affected parties. Supervisory and administrative personnel are strongly advised to seek the advice and support of Human Resources at the earliest possible time after learning of a problem, to develop a means to cooperatively resolve the issues. Employees are also encouraged to suggest alternative means of resolving disputes.

Grievance Resolution: The Town is committed to providing the best possible working conditions for its employees. Part of this commitment is to encourage an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Town supervisors and management.

The Town strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

Excluding termination, if employees disagree with established rules of conduct, policies, or practices, they can express their concern through the grievance resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the Town in a reasonable, business-like manner, or for using the grievance resolution procedure.

Excluding termination, if a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents written grievance to immediate supervisor after incident or issue occurs. If the grievance concerns the employee's immediate supervisor, the grievance should be submitted to the Human Resources Manager.

If the employee's grievance concerns the Town Manager, the employee should submit the grievance directly to the Town Council. If the employee's grievance concerns a member of the Town Council, the employee should submit the grievance directly to the Mayor, who will provide notice of the grievance to the Town attorney. If the employee's grievance concerns the Mayor, the employee should submit the grievance directly to the Mayor Pro-Tempore, who will provide notice of the grievance to the Town attorney. In the event of a grievance as outlined in this paragraph, the employee will disregard steps 2-6 of this grievance resolution procedure.

2. The supervisor, or Human Resources Manager (as applicable), shall provide an answer to the employee within seven (7) working days of the receipt of the grievance. If the grievance concerns any form of harassment, the supervisor or Human Resources Manager (as applicable), shall immediately report the grievance to the Town Manager (unless the matter involves the Town Manager, in which case the supervisor/Human Resources Manager must report the grievance to the Town Council) and follow all procedures outlined in the Harassment Reporting Procedure.
3. If the employee is unsatisfied with the response received from the supervisor or Human Resources Manager (as applicable), the employee may forward their written complaint, along with the answer provided by the supervisor or Human Resources Manager, to their Department Director.

4. Human Resources will discuss the matter with the Department Director and the Director shall provide a written response to the employee within fourteen (14) working days of receipt of the grievance. In the event the grievance concerns the Human Resources Manager, or the Human Resources Manager provided a response to the employee (pursuant to Step 2 of this procedure), the Department Director shall discuss the matter with the Town Manager and provide a written response to the employee within fourteen (14) working days of receipt of this grievance. If the grievance concerns the Department Director, the employee may skip this Step and move to Step 5 of the grievance resolution procedure.
5. If the employee is unsatisfied with the response received by their Department Director, the employee may submit the grievance and responses to the Town Manager who will provide a written response within fourteen (14) days of receiving the grievance.
6. Within fourteen (14) days of receiving the Town Manager's response, the employee may appeal the Town Manager's decision by submitting their written grievance and responses to the Town Council. In such a case, the Town Council will provide a written response to the employee within sixty (60) days of receiving the employees' complaint.
7. Determinations made by Town Council shall be final. In the event the grievance concerns a member of Town Council, determinations shall be made by a quorum of Town Council members not involved in the grievance.

If the grievance leads to an investigation, the investigation process will be followed.

Sworn employees please refer to Monument Police Department Lexipol Policy # 1008, Personnel Complaints for additional information.

Investigation Process: Human Resources will investigate violation reports, grievances, and complaints under the direction and advice of the Town's Attorney or their designee and all shall be addressed and resolved as promptly as practicable. It is the responsibility of Human Resources to determine the most appropriate means for addressing the submission in coordination and with the advice of the Town Attorney. During an investigation, an employee may or may not be placed on administrative leave with pay. All records of claims, reports, and investigations shall be considered confidential, attorney work-product, and shall not be disclosed publicly except to the extent required by law.

EMPLOYEE TRAINING AND DEVELOPMENT

This policy applies to all regular, full-time, or part-time, employees of the Town. Employees with temporary/short-term contracts might attend training outside of the required training at their supervisor's discretion.

All Town employees have foundational required training that is to be completed within the designated time range of hire. Each Town employee is required to complete these designated training courses each year or every other year, dependent on the training topic. Subject matter pertains to safety, position-based skills, soft skills, or development skills.

Additional training beyond the foundational required trainings are a privilege and are evaluated on a case-by-case basis.

Employees, managers, and Human Resources should all collaborate to build a continuous professional development culture. It is an employee's responsibility to seek new learning opportunities. It is a manager's responsibility to coach their teams and identify employee development needs. It is Human Resources' responsibility to facilitate any staff development activities and processes.

Each department may have their own specific training program requirements.

Training and Education Policy: This policy applies to all regular full-time and part-time employees of the Town. Temporary or short-term contract employees may attend training outside of the required foundational training at their supervisor's discretion.

All Town employees are required to complete foundational training courses within a designated time frame from their date of hire. These courses cover topics such as safety, position-based skills, soft skills, and professional development. Depending on the subject, these training courses must be completed annually or biennially. Each department may also have its own specific training program requirements.

Beyond foundational training, additional education and training opportunities are encouraged to help employees improve job-related skills. These opportunities are considered a privilege and are evaluated on a case-by-case basis. Eligibility is limited to training relevant to the employee's current position. Employees must obtain prior approval from their department head before attending any training sessions.

Employees, managers, and Human Resources are expected to collaborate in fostering a culture of continuous professional development. Employees are responsible for seeking new learning opportunities, managers for coaching and identifying development needs, and Human Resources for facilitating staff development activities and processes.

If an employee receives training or certification funded by the Town and voluntarily leaves employment within twenty-four (24) months of completion, the Town will recover the associated costs through deductions from the employee's final paycheck, according to the following schedule:

- Within the first 12 months: 100% reimbursement
- 13 to 18 months: 50% reimbursement
- 19 to 24 months: 25% reimbursement
- After 24 months: No reimbursement required.

If the final paycheck is insufficient to cover the reimbursement amount, the employee will owe the Town the remaining balance.

Professional Certifications: Positions that require specific certifications or licenses; employees in such positions must comply with any such requirement. A record of such will be maintained in each employee's personnel file. Employees must report any changes to these certifications immediately to their supervisor. Loss of required certification(s) may result in demotion or termination.

TRAVEL AND MILEAGE POLICY

Overview: The purpose of this policy is to establish clear guidelines for employee travel and training activities that support professional development, ensure cost-effective practices, and maintain compliance with Town standards.

This policy applies to all employees who travel for official Town business or attend training programs approved by the Town.

Travel Authorization and Responsibility

Approval Requirements

- All travel must be approved by the employee's Department Director.
- In-state travel must be submitted for pre-approval at least seven (7) days before the travel date and approved by Human Resources and Finance Department.
- Out-of-state travel must be submitted at least three (3) weeks before the travel date, including any prepayments or per diem requests and approved by Finance, Human Resources, and the Town Manager

Conflict of Interest

- Employees cannot approve their own travel or reimbursements.
- A Travel Request Form must be completed for all travel requests.

Reimbursement Authorization

- Travel reimbursements must be submitted to the Finance Department using the **Travel Reimbursement Form**, signed by the Department Director .
- Approving authorities must review expenses carefully and may withhold reimbursement if costs are deemed inappropriate or excessive.
- Travelers should review reimbursable items prior to spending personal funds related to travel to determine if expenses are reimbursable. The Town reserves the right to deny reimbursement requests that do not comply with guidelines. Proper documentation is needed to submit reimbursement requests.

Combining Vacation with Business Travel

If vacation is combined with a business trip, the cost difference in airfare, car rental, or lodging must be documented on the travel request form.

The Town will not:

- Prepay personal expenses with the expectation of reimbursement, nor
- Reimburse personal expenses.

Exceptions

- Exceptions to this policy must be requested in writing and approved by the Town Manager or Director of Finance.
- Requests related to the Town Manager's expenses must be approved by the Director of Finance, and vice versa.
- Standard turnaround time for review is five (5) business days.

Travel Procedures

Prepaid Travel Expenses

The Town may prepay for:

- Airfare
- Transportation (including Town vehicle costs)
- Rental vehicles
- Conference registration fees
- Per diem cash advances (approved case by case)

Guidelines:

- **Airfare:** Must be the lowest available rate that meets business needs. Purchased by the Department Director via Town credit card or through Finance with a check request.
- **Driving (in-state):** Town vehicles are the first option. Costs for driving a personal vehicle may be reimbursed if they do not exceed the lowest airfare.
- **Rental Vehicles:** Authorized only if more economical or necessary.
- **Conference Registration:** Paid by credit card or check through Finance. Meals included in conference registration are deducted from per diem.
- **Cash Advances:** Permitted in cases of financial hardship; must be reconciled within two (2) weeks of return. Excess funds must be repaid to the Town.

Reimbursements

- Reimbursement requests must be submitted using the **Employee Reimbursement Form** with supporting documentation.
- Forms must be submitted within two (2) weeks of trip completion. Late submissions require Department Director or Director of Finance approval.
- Reimbursement is based on actual, reasonable expenses supported by **original** itemized receipts.
- Employees should review guidelines before using personal funds, as the Town may deny reimbursement for non-compliance.
- Reimbursements are issued only after travel is complete and documentation is submitted.

Transportation

Town Vehicles

- Town Vehicles are strongly encouraged for local business travel.
- The driver must have a valid driver's license.
- **Employee Responsibility for Vehicle Citations Policy**
 - Employees entrusted with the use of Town vehicles are expected to operate them safely, legally, and in compliance with all traffic laws and regulations.
- **Driver Responsibility:**
 - Any parking tickets, toll charges, HOV lane violations, red light camera violations, speeding tickets, or other traffic citations incurred while operating a Town vehicle are the personal responsibility of the driver, not the Town.
- **Payment of Fines:**

- Employees are required to promptly pay any fines or fees associated with such violations. If the Town receives notice of a violation, the employee identified as the driver at the time of the infraction will be held responsible.
- **Failure to Pay:**
 - Failure to pay fines in a timely manner may result in payroll deduction (where permitted by law) and/or disciplinary action, up to and including revocation of company vehicle privileges or termination.
- **Serious or Repeated Violations:**
 - Repeated traffic violations, or any violation that endangers public safety, may result in additional disciplinary action, and could impact the employee's eligibility to operate a Town vehicle.
- **Exceptions:**
 - If a citation is directly related to a mechanical or administrative issue with the vehicle that is outside the driver's control, the Town will review the circumstances and may assume responsibility.

Personal Vehicles

- Must have a valid U.S. driver's license and personal auto insurance.
- Reimbursement is based on the **IRS standard mileage rate**. [IRS Standard Mileage Rates](#).
- Parking, tolls, and incidental costs require Department Director approval for reimbursement.

Rental Vehicles

- It must be the most economical option unless supervisory approval is given for a larger vehicle.
- Receipts are required.
- Collision Damage Waiver (CDW) and Loss Damage Waiver (LDW) are reimbursable; other insurance costs are not.
- Travelers should refuel before returning the vehicle to avoid additional charges.

Public/Rideshare Transportation

- Requires original, itemized receipt or e-ticket showing method of payment.

Lodging

- Authorized if travel is 45 (Forty-five) miles or more from the employee's home or worksite.
- Town will pay for reasonable single-occupancy, standard business rates.
- At conference hotels, reimbursement is limited to the conference rate.
- If more than a single occupancy is charged, the second occupant must be listed and authorized.
- Travelers should request tax-exempt status at checkout using Finance Department forms.

Meals (Per Diem)

- Per diem is provided for:
 - In-state overnight travel (45+ miles)
 - Out-of-state overnight travel (45+ miles)
- Based on **GSA per diem rates** that vary by city: [GSA Per Diem Rates](#).
- Per diem is based on departure and return times and prorated accordingly

- Meals provided by conferences are deducted unless dietary restrictions apply.
- Entertainment-related meals and alcohol will not be reimbursed.
- Receipts are required for per diem reimbursement.
- Per Diem does not cover alcoholic beverages.

Other Reimbursable Expenses

- Airport parking (receipt required)
- Business-related telephone calls
- Public transit (receipt required)

Non-Reimbursable Expenses

The following are not eligible for reimbursement:

- Airline club memberships or seat upgrades
- Childcare, babysitting, house-sitting, or pet-sitting
- Commuting costs between home and work
- Costs from untimely cancellation of reservations
- Formal wear, grooming, laundry, or dry cleaning
- Passports, vaccinations, and visas
- Personal entertainment (movies, gyms, excursions, etc.)
- Alcoholic beverages
- Travel accident insurance or additional coverage
- Fines or penalties (parking, speeding, etc.)
- Expenses unrelated to Town business

Travel for Non-Employees

Travel, lodging, meals, or other costs for spouses or family members will not be reimbursed. Out-of-state travel that is 45 (forty-five) miles or more from the traveler's home or primary worksite.

SEPARATION FROM EMPLOYMENT

An employee may separate from employment by disciplinary termination, layoff, discharge, resignation, retirement, or death.

Voluntary separation: Voluntary separation of employment occurs when an employee submits a written notice of resignation, including intent to retire, to the employee's supervisor or when an employee is absent from work for 3 (three) consecutive workdays and fails to contact their supervisor (job abandonment).

Procedure:

1. Employees are requested to provide a minimum of 2 (two) weeks' notice of their intention to separate. The employee is to provide a written notice to their supervisor.
2. Upon receiving the notice, the supervisor will notify Human Resources by forwarding the written notice.
3. Human Resources will coordinate the employees' departure, with aid from the applicable departments.
4. Finance will be notified of the employees' last day to ensure proper deductions from the employees' last paycheck.

Involuntary separation: Involuntary separation of employment occurs when the dismissal is initiated by the Town with or without cause.

Procedure:

1. Before action is taken for involuntary separation an employee's supervisor and department director must have the request reviewed by Human Resources, and department director.
2. If circumstances of the separation are warranted the employees manager and Human Resources will notify the employee.
3. The Finance Department must be notified to process the employees' last paycheck within (timeframe) and deduct taxes, benefits, and any training or uniform costs from their final paycheck.

Separation classifications:

Disciplinary Termination: Employees terminated for disciplinary reasons are not eligible for re-employment.

Layoff: The Town reserves the right to lay off employees for reasons of efficiency, economic, lack of work, or for such other reason as the Town deems sufficient. Employees who are laid off may be eligible for re-employment but shall not have preferential rights to re-employment.

Resignation: An employee who resigns in good standing may be eligible for re-employment with the Town but shall have no preferential rights to re-employment. An employee resigns in good standing if the employee does not resign under threat of termination, gives the Town at least two weeks' notice, and completes necessary exit forms.

Retirement: Employees who retire may be eligible for re-employment but shall have no preferential rights to re-employment.

Death of Employee: Upon the death of an employee, the final paycheck, accrued vacation leave, and sick leave up to 120 hours will be paid directly to the beneficiary designated on the employee's Town paid life insurance designation forms. Proceeds from eligible benefit plans will also be paid as designated on the employee's beneficiary forms.

Exit Procedure: Employees who are laid off, resign, or retire shall provide all information required for separation from the Town and make any arrangements for continuation of benefits as allowed by law and by the benefits plans. A final paycheck will be issued for the remainder of all pay and allowances (minus deductions) at the end of the next regularly scheduled pay period. Employees are responsible for updating their address with Human Resources before their separation from employment with the Town.

Employees must return all Town property on or before their last day of employment. Employees who are issued Town property, including uniforms, keys, lanyards, computers, tablets, mobile phones, or any other incidentals upon employment with the Town, must return issued property at the end of their employment, and will be charged a reasonable fee, including a re-keying fee in the case of Town keys, if the property is not returned. Any such fee may be deducted from the employee's final paycheck, subject to applicable law.

EMPLOYEE DRUG AND ALCOHOL TESTING

Drug and Alcohol-Free Workplace: It is the policy of the Town to maintain a drug and alcohol-free work environment that is safe and productive for employees and others doing business with the Town.

The unlawful use, possession, manufacture, purchase, sale, or distribution of, or being under the influence of, any illegal drug or substance while on Town premises or work sites, in Town vehicles, at Town activities, while on-duty or while performing services for the Town is strictly prohibited and may subject the employee to disciplinary action up to and including termination.

For the purposes of this policy, the following terms shall be defined as follows:

Alcohol Impairment: Any employee who is tested and found to having two one-hundredths (0.02) or more grams of alcohol per one hundred (100) milliliters of urine, per one hundred (100) milliliters of blood, or per two hundred ten (210) liters of breath, will be deemed impaired by alcohol.

Illegal Drug or Substance: Any substance that is illegal in the United States under any federal or Colorado law, or any substance defined as a controlled substance in Colorado Revised Statutes § 18-18-201, *et seq.*, or the Controlled Substances Act, 21 U.S.C. § 801, *et seq.*, both as amended from time to time. Medical and recreational marijuana and psilocybin mushrooms are controlled substances and illegal under federal law and are included within this definition of illegal drug or substance.

As required by the Drug-Free Workplace Act, each employee engaged in the performance of any federal contract or grant, as a condition of employment, must:

- Abide by the terms of this policy; and,
- Notify Human Resources and the employee's supervisor in writing of their conviction for a violation of a criminal drug statute not later than five calendar days after such conviction.
- Reporting of deferred adjudications or a plea of *nolo contendere* must be reported as well. The Town shall take necessary actions as set forth the enforcement of the Drug-Free Workplace Act and Regulations.

Consumption of Alcohol in Town Facilities: The consumption of any type of alcoholic beverages by employees and others is prohibited in all Town facilities, Town vehicles, or in personal vehicles while on Town business as well as any Town property unless specifically authorized by the Town Manager.

Prescription Drugs: Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently. If such impairment becomes known to an employee, the employee must

immediately notify their supervisor and shall cease performing Town functions until they can safely perform their duties. The employee may be temporarily reassigned to other duties, where appropriate, or placed on leave.

Any employee who reports or continues to work while impaired by illegal drugs or substances or alcohol in violation of this policy may be immediately relieved of their duties and may be subject to further disciplinary action, up to and including termination.

Refusal to Submit to Testing: An employee who refuses to submit to drug and alcohol testing required by this policy shall be deemed to have tested positive for illegal drugs or to be impaired by alcohol on the job or refusal of condition of employment. Refusal to submit to testing includes any of the following:

- Refusal to appear, or the test.
- Inability to provide sufficient breath or urine to be tested within four (4) hours of the request, without a valid medical explanation.
- Tampering with or attempting to tamper with or adulterate the specimen or collection procedure.
- Failure to comply.
- Ingesting alcohol after the employee undergoes a post-accident alcohol test.
- Not reporting to the designated testing site at the scheduled time.
- Refusal to provide the necessary authorization for obtaining hospital reports and other documents as required under this policy.

Results of Drug and Alcohol Use: Any employee found to be impaired by alcohol on the job, using illegal drugs, or testing positive for illegal drugs may be subject to disciplinary action up to and including termination of employment.

In appropriate circumstances and at the Town's sole discretion, disciplinary sanctions may include the completion of an approved drug or alcohol abuse assistance or rehabilitation program. Any such program shall be at the employee's expense. However, the Town is not required to offer rehabilitation in lieu of termination or other discipline to any employee who has violated this policy.

After investigation, the Town Manager may reinstate an employee who has been suspended if it appears to be in the best interests of the Town.

Failure to report an employee being under the influence can result in disciplinary action. A summary of the incident in question will be requested and presented to the employee's supervisor, Human Resources, and the Town Manager.

Reasons for Testing:

Pre-Employment: All Town employees are required to successfully pass a pre-employment drug screening from the Town's designated testing partner. After a conditional offer of employment, prospective employees will complete a drug screening at the expense of the Town by a chosen health care professional.

Reasonable Suspicion: If reasonable suspicion exists to believe that an employee, while on the job, is impaired by alcohol or illegal drugs, a supervisor, the Department Director, Human Resources, or the Town Manager may require the employee to submit to testing. Reasonable suspicion may be based on the following or other facts and circumstances:

- Witnessed by at least one supervisor and corroborated by another supervisor or manager, if available, of the employee's unusual demeanor, appearance or conduct, or irrational behavior (slurred speech, lack of balance, excessive aggressiveness, docility, or drowsiness), the odor of alcohol or illegal drugs; or
- Difficulty in performing or inability to perform regular job functions.

An employee who is suspected of drug or alcohol use shall not be left alone while reporting the incident and shall not be allowed to return to work while awaiting the results of a substance test. If the employee holds a CDL license, the employee may not drive a commercial vehicle until results are received and confirmed negative.

Post-Accident: The term "motor vehicle accident" includes an accident that involves either a Town of Monument vehicle or a personal vehicle during performing one's job duties and results in:

- A fatality or bodily injury to anyone
- A citation, tow away or injury-related accident
- A moving violation

If an employee's actions contributed to a motor vehicle accident the employee shall be tested for drugs and alcohol as soon as practicable during the two (2) hours following the accident or citation.

An employee must immediately contact a supervisor in the employee's chain of command to report any accident or police citation.

Safety-Sensitive Positions:

- **CDL employees:** shall be subject to drug and alcohol testing in conjunction with the medical examinations required for a commercial driver's license.
- **Sworn Employees:** Screening will be required in events such as, but not limited to, accidents and officer-involved shootings.
- **Random Testing:** Sworn employees, employees holding a CDL, and employees in other safety-sensitive positions shall be subject to random drug and alcohol testing by the Town's selected designated medical providers.
- **Follow-up:** Employees holding a CDL and in safety-sensitive positions may be subject to follow-up tests for drugs and/or alcohol.

Test Results: An employee's test results shall be held in confidence by Human Resources and shall only be disclosed to the employee tested and any personnel involved in supervisory or disciplinary capacities.

Any employee violating this policy is subject to discipline, up to and including termination.

EMPLOYEE SAFETY

Safety: All employees and visitors have the opportunity and responsibility to contribute to a safe work environment. Employees should immediately bring unsafe working conditions, practices, or procedures to the attention of their supervisor. Violations of safety standards, causing hazardous or dangerous situations, or those who fail to report situations, where appropriate, may be subject to disciplinary action, up to and including termination of employment. All Town employees will receive periodic safety training covering safety, health hazards, safe work practices, and procedures to mitigate risks.

Seat Belt Use: All Town of Monument employees, contractors working directly for the Town, and passengers in Town-owned vehicles, Town-owned construction equipment, or privately-owned vehicles used for Town business must use the vehicle's seat belt restraint system as provided by the manufacturer. Lap belts and/or shoulder harnesses must be used according to the manufacturer's intended design. Restraint systems, including lap belts, shoulder harnesses, or similar devices, must be securely fastened before operating the vehicle or equipment and remain fastened throughout its use.

Certain exceptions will be made for sworn officers in the interest of officer safety. Sworn officers should refer to Monument Police Department Lexipol KMS Policy for further information.

MISCELLANEOUS PROVISIONS

Town Property: Town employees shall not use or permit the use of Town-owned or leased property, facilities, vehicles, uniforms, equipment, materials, Town personnel, or Town contractors for personal use. The appropriate Department Director may approve use of equipment by employees to improve occupational skills. Systems, procedures, reports, equipment, and information created by or for the Town, whether by its employees or others, are the exclusive property of the Town. These materials cannot be given, loaned, or shared with any individual, company, or organization without the written consent of the Department Director.

The Town strictly prohibits employee theft, abuse, misuse, damage, waste, or destruction of Town property or the property of others. Employees are responsible for any loss or damage to property in their possession for personal use. If the property is already in disrepair when taken, employees must document the issues with management to avoid being held accountable upon its return.

Each employee is responsible for ensuring proper use and maintenance of Town property. Should any employee know about any misuse or damage, they must notify their supervisor immediately after the incident. Normal wear and tear is expected, but any employee found to neglect or misuse Town property may be subject to discipline, up to and including termination.

Items that are for individual employee use, such as an ID and access card, uniforms, technology equipment (cell phones, laptops, iPads, tablets, charging devices), keys, and similar items, must be returned upon the employee's separation of employment, as provided above under Exit Procedure.

Town Vehicles and Usage: Any automobile, motorcycle, or licensed vehicle including trailers registered to the Town.

Town employees who drive for their job must maintain a valid driver's license, or Commercial Driver License (CDL), and a record of such will be maintained in each personnel file managed by Human Resources. Employees must report any changes to the status of their driver's license immediately to their supervisor.

Take-Home Vehicles: Some employees may be authorized to take a Town vehicle to their home during off-duty hours. Take-home vehicles will be granted based on a need for that individual to respond to Town emergencies or other frequent needs during off-duty hours. When such a privilege is granted, the vehicle will be used for transportation to and from Town business only. Authorized use of any Town vehicle is permitted as determined by the Department Director and

Town Manager. The Town will equip all Town vehicles with GPS devices; employees are prohibited from removing these devices without prior approval from the Town Manager.

Justification for taking home vehicles must be made by the Directors to the Town Manager. Situations and guidelines are as follows:

- The employee is frequently requested to respond to a special assignment or emergency situations in the Town after normal work hours.
- The vehicle carries necessary equipment and tools to implement appropriate action in emergency situations.
- When it is cost-effective and in the best interest of the Town, the employee must report directly to a location for duties such as work, meetings, or training.
- Upon approval of the Town Manager, the list of authorized take-home vehicles will be provided to the Fleet Maintenance Division, Human Resources Department, and Finance Department.
- Approval from the Town Manager is required for all take-home vehicles.

Town Business: Any work or task that is to be performed on behalf of the Town or its departments, including but not limited to, travel to and from Town business, official meetings, training seminars, workshops, etc., including obtaining meals during the assigned working hours. Driving to a restaurant during travel status or while performing work at a field site is considered an appropriate vehicle use while on Town business.

Unauthorized Use: Personal use of Town vehicles for unauthorized purposes or misuse of Town equipment that results in damage may make the employee liable for repayment to the Town for such misuse or unauthorized use.

Only Town employees, or authorized volunteers, may drive Town vehicles. Employees may not allow anyone other than a Town employee to drive a Town vehicle, unless in emergency circumstances where the Town employee cannot drive a Town vehicle due to incapacitation. A gas card may be issued for Town vehicles. Employees issued a gas card for a vehicle must sign the gas card policy, with a copy of the signed policy retained in their Human Resources file. All vehicles shall be kept clean and operated to conform with existing traffic regulations and not bring discredit to the Town. All department and Town routine maintenance schedules and operations guidelines shall also apply to take-home vehicles. Employees with an authorized take-home vehicle may be subject to appropriate IRS regulations concerning the tax implications of this benefit.

Any employee operating a Town vehicle while on Town business must maintain a valid Colorado Driver's License with the appropriate vehicle class designation required by the employee's department. Motor Vehicle and/or applicable criminal records will be periodically reviewed by the Town. Employees who have a history of violations under the motor vehicle statute, traffic code, or any other applicable criminal law may be prohibited from driving a Town vehicle on Town business. Employees must obey all traffic laws while using courteous and safe driving practices. The Town may investigate complaints about an employee's improper use of a Town vehicle and take appropriate disciplinary action.

Employees must not operate any vehicles when conducting Town business if they are using prescription drugs that may affect their ability to safely operate the vehicle. A licensed physician must determine if an employee using prescription drugs is safe to operate vehicles on Town business. Employees will not operate any vehicle when conducting Town business if they are under the influence of alcohol. The use of any tobacco product in Town vehicles is prohibited.

Employee Record Retention Policy: During employment, the Town will collect certain information that is classified as Personal Identifiable Information (PII) under applicable laws. Such information may include, but is not limited to the following:

- Employee's first and last name or initials,
- Username(s) and password(s),
- Social security number,
- Driver's license or other identification card numbers, and
- Medical documentation and biometric data.

The Town may keep these records in paper and/or electronic format. When such documentation is no longer needed, pursuant to records retention requirements and best practices, the Town will either (a) destroy the records or (b) arrange for their destruction by shredding, erasing, or otherwise modifying the PII in such a manner as to render it unreadable or indecipherable through any means.

Personnel Data Changes: It is the responsibility of each employee to promptly notify the Town of any changes in personal data, such as mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should always be accurate and current.

WEATHER OR EMERGENCY CLOSURES

The decision to close the Town facilities will be made by the Town Manager or designee. The Town will make every attempt to retain regular working hours during periods of severe weather. At times, however, in the interest of the employees and public safety, the Town Manager may determine that Town operations be subject to an early closing, late start, or all-day closure.

Regularly scheduled operations shall continue as normal to the extent that employees are able to travel safely to Town facilities. All employees are urged to use caution and personal judgment in their travels to and from Town facilities.

If it is determined that facilities are closed or on a delayed start, the Town's designated internal communicator will be notified by the Town Manager or designee as soon as practical, and information will be disbursed to employees.

The delay start for eligible employees would be the number of hours delay from their working hours. Example: Employees working day starts at 8:00 am, the employee would delay their arrival to work by the number of hours in the delay. If an employee works at 6:30 am, the employee would delay their arrival at work by the number of hours in the delay.

The decision to close Town Hall will be decided between the Town Manager or designee and Department Directors no later than 6:00 a.m. on the day of the event. A notification through your supervisor, a Town alert, or social media posting as soon as possible. Notifications will be made to the phone number on file via phone call or text messaging.

In the absence of a specific announcement to the contrary, normal business functions will continue as scheduled.

Essential employees are required to report to work under various weather conditions, as they provide services that are essential for the health, safety, and welfare of members of the community. Essential employees who report to work will receive normal salaries unless the hours worked place them in the "overtime" category. Essential personnel may include

but are not limited to Sworn Police Officers, Public Works personnel, and key management staff. All non-essential employees who report to work when an official closing is ordered will be sent home.

All sworn officers, in any position, are considered essential personnel. Police Service Aides (PSAs) and professional staff are not considered essential personnel when considering emergency closures. On inclement weather days, any officer scheduled to work that day should report as scheduled. Officers assigned to any special assignments or roles such as training, detectives, CRO, etc. who do not typically work patrol assignments are to report to work as usual but are required to also check with the on-duty supervisor on whether they are needed for patrol duties that day. The Lieutenant or Patrol Commander typically comes in for emergency closure days and will coordinate emergency response and planning efforts with command staff who will report as needed for assignments or collaboration at local or regional Emergency Operation Centers (EOCs).

There will be no alternate day off for essential workers who work during weather closures. Essential workers' jobs are classified and compensated as an essential employee who was hired to work in adverse weather conditions.

Police Department employees should also reference *Monument Police Policy 207: Emergency Management Plan and Town Closures* for further information.

When operations are officially closed due to emergency conditions, the time off will be paid; if employees are scheduled to be off on leave, leave time will be used.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees must update their supervisor as soon as possible if they are unable to report to work. In this case, the employee may request available paid leave time such as unused vacation, sick, or personal day.



RECEIPT OF EMPLOYEE HANDBOOK

THIS HANDBOOK IS DESIGNED TO ACQUAINT YOU WITH THE TOWN OF MONUMENT ("TOWN") AND GIVE YOU AN OVERVIEW OF THE POLICIES, PROCEDURES, AND BENEFITS THAT RELATE TO YOUR EMPLOYMENT.

THIS HANDBOOK REPRESENTS A BRIEF SUMMARY OF SOME IMPORTANT ORGANIZATIONAL INFORMATION; HOWEVER, IT IS NOT ALL-INCLUSIVE.

THIS EDITION SUPERSEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

THE POLICIES AND PROCEDURES CONTAINED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY SUPERVISORY PERSONNEL DO NOT CONSTITUTE A CONTRACT, EITHER EXPRESSED OR IMPLIED, AND SHOULD NOT BE RELIED UPON AS BINDING PROMISES MADE BY THE TOWN. THE CONTENT OF THIS MANUAL IS A SUMMARY OF GUIDELINES FOR EMPLOYEES.

EMPLOYMENT AT THE TOWN IS AT WILL. ANY EMPLOYEE MAY BE TERMINATED WITH OR WITHOUT NOTICE AND WITHOUT AN EXPLANATION, JUST AS ANY EMPLOYEE MAY RESIGN AT ANY TIME, FOR ANY REASON. NOTHING IN THIS HANDBOOK IS INTENDED TO MODIFY THE TOWN'S AT-WILL EMPLOYMENT POLICY.

NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER OR THE TOWN COUNCIL, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING AND SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

THE TOWN RESERVES THE RIGHT TO MODIFY, REVOKE, RESCIND, SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE POLICIES MENTIONED, IN WHOLE OR IN PART, AT ANY TIME, WITH OR WITHOUT NOTICE.

I hereby acknowledge receipt of the Employee Handbook of the Town of Monument. I understand and agree that it is my responsibility to read and comply with the policies of this handbook.

Print Name

Date

Signature of Employee



EMPLOYEE ACKNOWLEDGMENT OF EMPLOYMENT AT-WILL POLICY

Employment at the Town of Monument ("Town") is on an **At-Will** basis unless otherwise stated in a written individual employment agreement.

This means that either the employee or the Town may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no Town representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the **At-Will** relationship.

Nothing in this handbook is intended to prohibit or restrict employees from discussing terms and conditions of employment.

I hereby acknowledge receipt of the **At-Will** policy. I understand and agree that it is my responsibility to understand the criteria of this policy. If I have questions, I also understand that I should reach out to my Department Director or Human Resources for further discussion.

Print Name

Date

Signature of Employee

**TOWN OF MONUMENT
RESOLUTION NO. 66-2025**

A RESOLUTION TO APPROVE A REVISED EMPLOYEE HANDBOOK

WHEREAS, the Town Council of the Town of Monument, through its Vision Statement, has committed to always ensure cooperative, transparent and inclusive Town governance; and

WHEREAS, the Town Council desires to reinforce a positive work culture as stated in the 2026-2028 Strategic Priorities; and

WHEREAS, the Town seeks to maintain compliance with Federal and State employment expectations through a revised and updated handbook; and

WHEREAS, the Town seeks to continue to provide a resource for guidance and support for the employees of the Town.

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

The updated Employee Handbook, attachment B, is approved to provide compliance, guidance and support for the Town employees.

The updated Employee Handbook will be effective January 1, 2026, and shall replace and supersede previous policies and handbooks.

PASSED AND RESOLVED this 17th day of November 2025, by the Town Council of the Town of Monument by a vote of ___ for and __ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk, CMC

Monthly Report to Town Council

October 2025

Prepared by

Madeline VanDenHoek,
Town Manager



*Lewis Palmer
Elementary 4th
graders enjoying a
tour of Town Hall
and meeting the
Mayor,
Councilmembers,
and staff.*



Town Manager's Message

October was a productive month focused on finalizing the Town's 2026 Budget and completing the Strategic Objectives that will be presented to Town Council in November.

Work also continued on the Monument2040 Comprehensive Plan. We hosted a community workshop and met with several stakeholder groups while the Lakota team was in town to gather additional input and feedback.

I attended the City Managers' meeting with PPACG as well as the regional luncheon in Victor, both of which provided valuable opportunities to collaborate with our regional partners.

Our team has been working closely with the State and Regional Economic Development offices to develop an incentive package for a manufacturing firm interested in locating in Monument. This is an exciting prospect for local job growth and investment in our community.

This month, I also completed the National League of Cities Retail Development Course and will begin working with the Economic Development Committee to implement key strategies from that training.

Town Hall welcomed 4th graders from Lewis Palmer Elementary for a tour and introductions to the Mayor, Councilmembers, and staff. It is always fun to engage with our community's youth in local government.

We met with Fox 21 News regarding their upcoming "We Are Tri-Lakes" feature, scheduled to air in December, which will provide excellent visibility and marketing for our community.

The Town also participated in the Community and Business Expo hosted by the Chamber of Commerce, where we had a booth and connected with many residents and businesses.

Finally, we were pleased to celebrate the grand openings of Planet Fitness and Chicken Salad Chick. These are two exciting new additions to Monument's business community.



Planning Department booth at the Business Expo on Oct. 15.



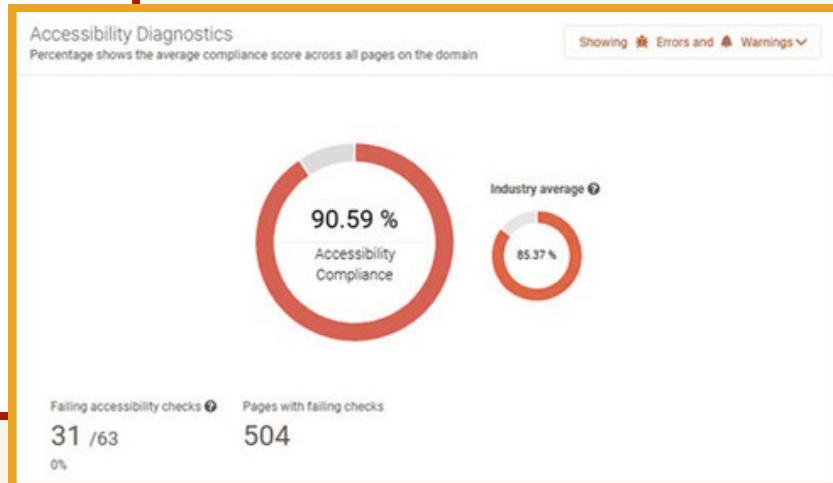
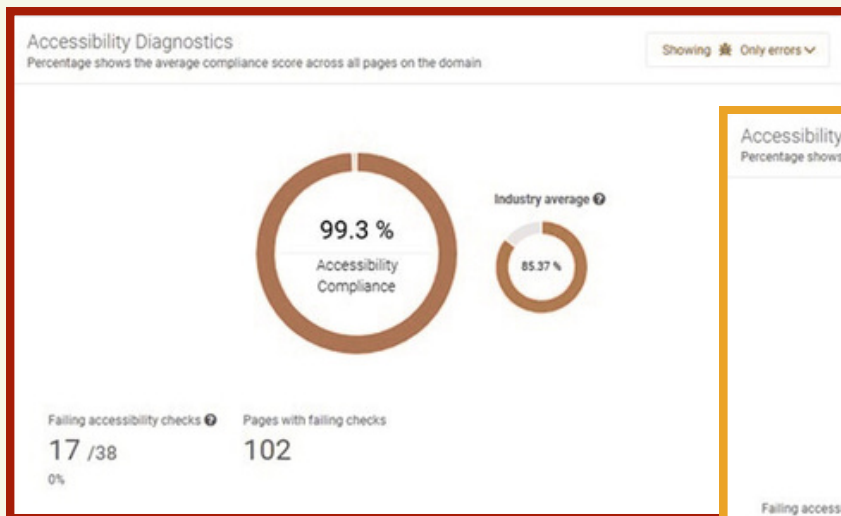
Jim Romanello memorial bench on 3rd St.



Stormwater Management Plan Technical Workshop on October 29

Administration

- Continued uploading and linking records in Laserfiche to streamline future research. Loaded a wide range of documents into Laserfiche, including CDAC, CSLAC, HRCC, BOA, contracts, IGAs, agendas, minutes, packets, TM reports, and press releases.
- Met with Madeline, Chief, Johnson, and Dan to discuss the code enforcement contract proposal.
- Evaluated and recommended improvements to the town's phone tree to enhance customer service and reduce misdirected calls.
- Provided Finance the Admin department's function summary, YTD accomplishments, and 2026 goals/metrics for the budget book.
- Reprioritized the attorney project list and distributed the updated version.
- Coordinated a demo meeting with T2 and town staff to explore paid parking systems, license plate readers, and enforcement options.
- Submitted Q3 DOLA reimbursement request for the Veregy project.
- Ensured the admin team completed all required CIRSA training to reduce liability.
- Trained new Laserfiche users and refined records templates with records liaisons.
- Drafted the Laserfiche manual and departmental file plans.
- Initiated Laserfiche/SharePoint integration with Will and Envision.
- Progressed setup of the public portal in Laserfiche.
- Began applying retention policies to stored records.
- Achieved a 99.3% accessibility score (errors only), well above the industry average of 85.37%.
- Combined score including warnings is 90.59%, with ongoing attention to color contrast and other potential issues.

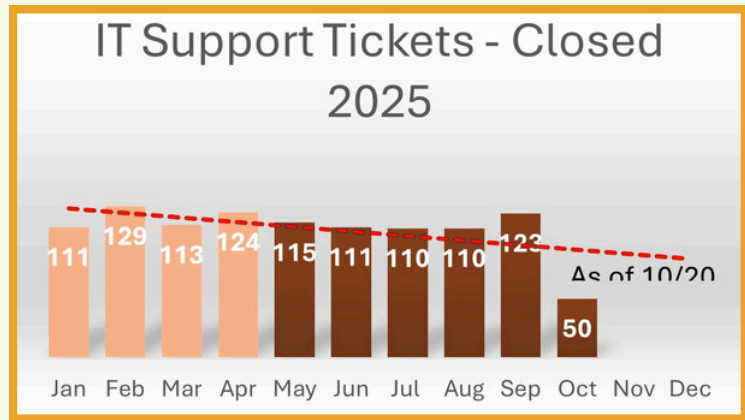


Finance & Human Resources

- Bathrooms were installed at Monument Lake; final inspections are underway and a ribbon-cutting event is scheduled for November 5th at 2:00 pm.
- Continued cross-departmental collaboration on impact fee, water rate, and fee studies.
- HR presented the September 2025 employee survey results at the October all-staff meeting.
- HR successfully onboarded a new Police Officer.
- An Eagle Scout is actively working on a community improvement project at Lavelett Park.
- Finance is finalizing the 2nd Amended 2025 Budget and preparing the Proposed 2026 Budget for presentation to Council on November 3rd.

Information Technology

- Completed 123 IT Support Tickets in September; IT Director resolved 54% (up 5% from August).
- Completed 50 IT Support Tickets to date in October; IT Director resolved 60% (up 10%).
- Transitioned employees from Microsoft Office Business Premium to Microsoft Business Standard, anticipating a savings of \$1,747 for Nov/Dec 2025.
- Reviewed final budget information related to IT requirements.
- Upgraded two mobile phones.
- Completed technology setup and onboarding for a new Police Officer.
- Conducted September's Artificial Intelligence Awareness Month activities for all employees.
- Running weekly tips and awareness campaigns for National Cyber Security Month.
- Continuing work with Apple Business Manager to activate federation of all Apple devices, improving security, Apple ID management, and asset tracking.
- Preparing for E-Recycle Day on October 23rd.
- Delivered a 1-hour public service discussion at Silver Key on October 10th, covering spam awareness and Windows 10 end-of-support reminders.
- Conducted two 90-minute certification training sessions for Senior Planet, focused on technology education for older adults.



Planning

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	0	1	0	0	0			2
Commercial New	1	0	1	0	1	0	3	1	0	1			8
Commercial One Stop	3	6	0	1	2	4	3	4	4	5			32
Land Use	0	1	3	2	0	3	0	3	3	0			15
Miscellaneous	0	0	0	1	0	0	0	0	1	0			2
One Stop	2	1	2	2	1	4	4	5	6	1			28
Public Works	2	0	2	1	2	3	5	6	14	2			37
Residential Alteration	1	5	2	3	3	6	7	4	7	2			40
Residential New	7	8	19	14	10	11	22	5	14	3			113
subtotal	16	21	29	25	19	31	45	28	49	14			277

- Issued 49 permits in September, the heaviest month of the year; 24 applications are currently under review with 14 permits issued so far in October.
- Continued development of the Planning Commission Resource Library on the website to centralize resources for commissioners and the public.
- Kicked off Phase 2 of the Monument 2040 Comprehensive Plan and Stormwater Management Plan Update with Lakota Group, focusing on land use strategies and planning scenarios through hands-on workshops and visioning exercises.
- Hosted a booth at the Tri-Lakes Chamber Community and Business Expo on October 15 as part of ongoing Monument 2040 outreach.
- Explored potential trail routes throughout the Town on October 16, including connections across town and to external trail systems.
- Met with students at Lewis Palmer High School to gather input on community challenges and their future visions for the Town.
- Held a Community Workshop at Monument Presbyterian Church on October 16 to present potential strategies and visions for community investment, and to gather feedback through interactive surveys and discussion. The results will be posted online with more engagement opportunities coming this fall and winter.

- Visited School District-owned properties south of Second Street with Lakota Group on October 17 to begin developing broad-based scenarios for this large downtown site to be shared with the School Board for input and collaboration.
- Supported the Finance Department's Development Impact Fee Nexus Study, aligning with updates to the Town's fee program and capital improvement planning.
- Town Council approved Ordinance No. 16-2025 on October 6, accepting a property transfer from El Paso County and entering an IGA for Santa Fe Trail maintenance at key intersections.
- Planning Commission held a public hearing on October 8 and unanimously recommended approval of Phase I of the Legacy at Jackson Landing shopping center development, totaling nearly 180,000 sq ft of retail and restaurant space. The Planning Commission's recommendation will be considered by the Town Council on November 3.
- Continued updates to the Development Review Projects story map to promote transparency on active development projects.
- Recorded 736 views on the map webpage over the past 30 days (down from 762 in September).
- Scanned and archived maps from an abandoned storage unit.
- Created rough drafts of an emergency evacuation map and a snowplow route planning map.
- Improved asset management system with more detailed data on roads and town-owned buildings.
- Attended ESRI open house on September 25 and GIS-Pro in the Rockies conference on October 8.
- Collaborated with Admin and Finance Departments to launch sales of Zombie Hunting Permits, with proceeds supporting the Heart of Monument Play Park project.



The Hall Family Snipers obtained their Zombie Hunting Permit and patrolled the Town, taking selfies along the way to prove that Monument is zombie free!

Police

- PSA Elmshouser continues to excel in the CSPD Academy, successfully passing both Arrest Control and Pepper Spray classes.
- Officer Hileigh Leseberg is completing her ghost phase of training and is expected to become a solo officer within the week.
- Conducted another round of Police Officer interviews and selected one candidate to proceed with the background process.
- Community Resource Officer Reifel hosted a successful Coffee with a Cop event with high citizen turnout.
- Launched Breast Cancer Awareness Month campaign; shirts and patches are available for purchase.
- Officers are currently responding to Code Enforcement calls as availability allows.

Public Works

FACILITIES:

- Veregy completed installation of the VVT system, new vent dampers, and thermostats.
- Installed a new pedestal and charger for the Police Department's new electric vehicle unit.
- Performed demolition and excavation work at Town Hall to address drainage issues.



FLEET

- Replaced the window regulator (motor) on the tandem dump truck.
- Serviced the engine and prepped the Freightliner dump/plow for the upcoming snow season.
- Removed and cleaned the DPF (exhaust filter) from the Freightliner.
- Completed engine servicing on the grader, which is now ready for winter operations.
- Serviced all lighter plows, which are nearly ready for winter deployment.
- Completed the annual service of the motor and manifold assembly on the snowplow.

PARKS

- Completed grade work around the new bathroom facilities at the lake.
- Set final grade for landscaping and drainage improvements.
- Trimmed and disposed of trees across multiple park areas.
- Installed memorial bench on 3rd Street.
- Installed Jim Romanello memorial bench at Santa Fe Trail Park.
- Mixed and poured concrete for restroom drainage system.
- Finished drain installation and compacted/leveled surrounding areas.
- Performed sprinkler system blowouts at Santa Fe Trail Park.
- Completed seasonal sprinkler blowouts across all park locations.



STREETS:

- Completed shoulder work throughout downtown and along all main thoroughfares.
- Repositioned boulders at the Pilot median.
- Replaced signage along Terrazzo Drive and Beacon Lite Road.
- Finished hot patch repairs in the alleyway between Jefferson and Adams Streets.
- Built and installed a new solar panel bracket for flashing bus stop signs on Beacon Lite Road.
- Inspected and repaired solar panels at downtown intersections.
- Installed and repaired reflective delineators along Old Denver Road and Mitchell Avenue.
- Placed and recovered VMS boards along 2nd Street to support ADA ramp and drain pan repair crews.
- Supervisor assisted with quality inspections of ADA ramp work along McShane and 2nd Street.
- Replaced creek signage on Beacon Lite Road.
- Continued winter preparation of Town trucks and equipment.
- Performed tool and hardware checks and maintenance ahead of the end of fall.
- Repaired a storm drain on the west side of Mitchell Avenue near Dirty Woman Park.
- Repaired the utility road behind the Monument Lake dam.
- Repaired multiple potholes in the alleyway behind the Chamber of Commerce.



WATER:

- Responded to a power outage that impacted Well 7 and Well 4/5; staff successfully mitigated issues at Well 4/5 and quickly resolved problems at Well 7 with additional support.
- Well 10 remains offline pending arrival of replacement parts, expected in the coming weeks.
- Replaced the PRV pilot line at Willow Springs to improve system reliability.
- Repaired chlorine systems and completed gate and fence repairs at Well 7.
- Resolved irrigation issues identified through callouts involving an HOA-owned system.
- Provided training and demonstrations of the leak detection system to Sewrin, enhancing team capabilities in leak management.
- Configured a new tablet with necessary software for field work related to meters and readings.
- Hauled in topsoil for backfill and seeding at Well 11 to support site stabilization.
- Successfully started up Well 12 and Well 13; Well 11 is expected to come online within the next month.
- Completed gate and fence repairs at Well 7 and gate replacement at Well 2 is ongoing.
- Mowed the Beacon Lite tank site to maintain a clean and safe environment.
- Met with engineers to advance planning for the Beacon Lite pipeline project.
- Congratulations to Danny K. for passing his state exam and earning his Water Treatment C license—a significant professional milestone.

