



**MONUMENT TOWN COUNCIL
STUDY SESSION & REGULAR MEETING AGENDA
MONDAY, MAY 4, 2026 – 5:30 PM**

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

[Participate Via Microsoft Teams](#)

Participate Via Telephone 719-300-6099 ID: 859 010 016#

1. Study Session Starting at 5:30 PM:

- a. Review Draft AI Policy

2. Call Regular Meeting to Order at 6:30 PM, Pledge of Allegiance, Roll Call:

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

4. Approval of the Consent Agenda:

- a. Agenda - May 4, 2026
- b. Meeting Minutes - April 20, 2026

5. 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.*

6. Proclamations:

- a. National Police Week - (*Lieutenant Mihalko*)

7. Presentations:

- a. Introduction of the Draft Roadway and Pavement Design Standards Manual - (*Andrew Archuleta/Dan Ungerleider*)

8. Ordinances: *Public hearing(s) required.*

- a. Ordinance No. 09-2026 - An Ordinance Granting Approval of the Final Planned Unit Development Plan for Alpine Dealership at Falcon Commerce Center Located East of the Intersection of Squadron Drive and Terrazzo Drive - (*Jenna Gorney*)
- b. Ordinance No. 12-2026 - An Ordinance Repealing and Readopting Title 9 of the Monument Municipal Code - (*Town Attorney*)

9. Resolutions:

- a. Resolution No. 30-2026 - A Resolution Renaming a Section of Road Within The Town From Old Denver Road to Doc Close Road - (*Jenna Gorney*)
- b. Resolution No. 31-2026 - A Resolution Adopting the Pikes Peak Regional Multi-Hazard Mitigation Plan - (*Andrew Archuleta*)
- c. Resolution No. 32-2026 - A Resolution to Approve a Contract Renewal with IT Managed Service Provider - (*Will Williams*)

10. Future Agenda Item Authorization:

11. Reports:

- a. Quarterly Budget Report - (*Steve Murray*)
- b. Quarterly Investment Report - (*Steve Murray*)
- c. Quarterly Sales Tax Report - (*Laurie Young*)

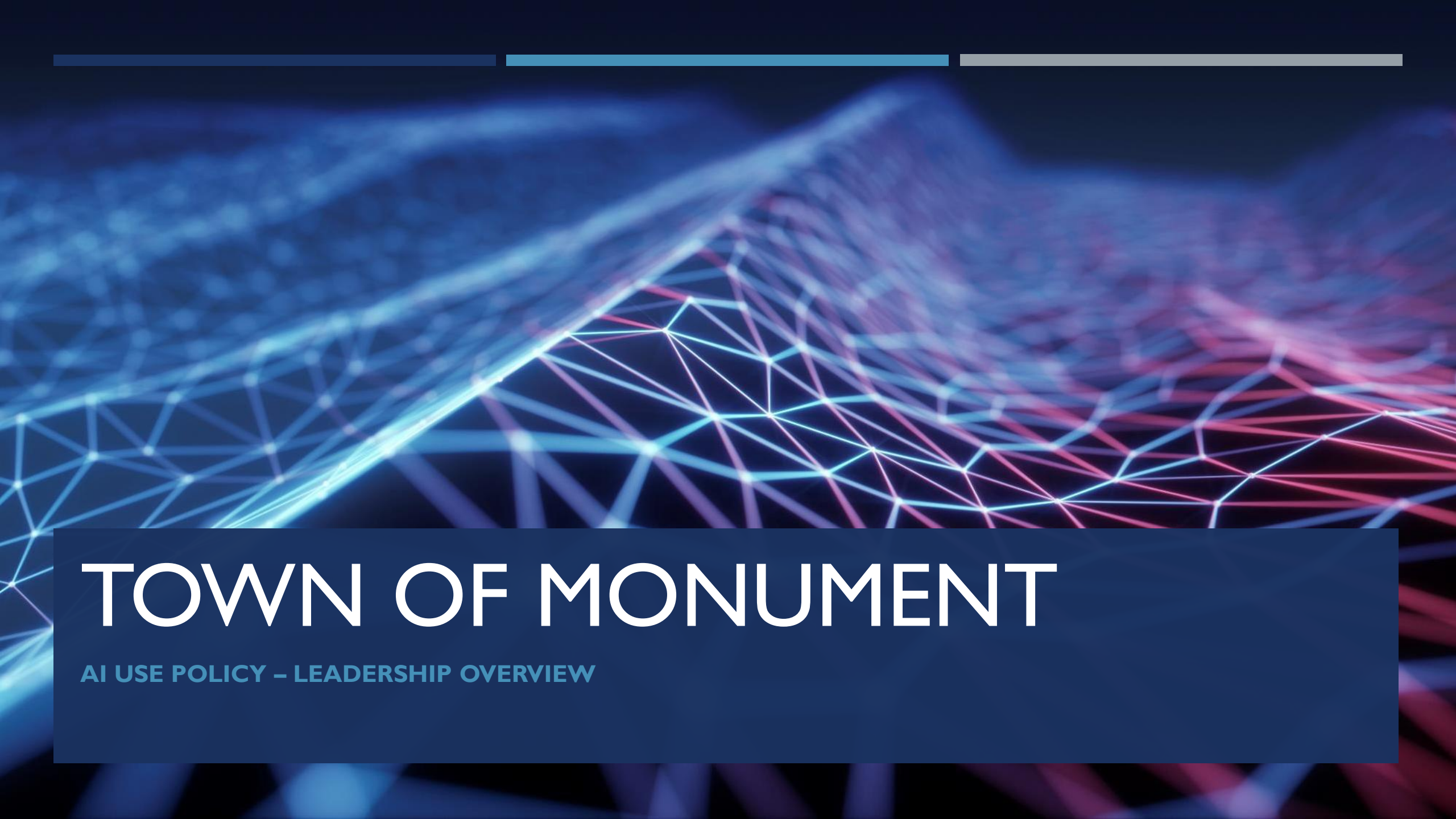
12. Council Comments:

13. Executive Sessions:

- a. Executive Session Pursuant to §C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice from the Town Attorney Regarding the Town's IGA With Triview Metropolitan District and Considerations Related to Same In Connection with the Town's Water System Analysis - (*Town Attorney*)

14. Reconvene In Open Session: *Council may act in open session on item(s) discussed in executive session.*

15. Adjournment:



TOWN OF MONUMENT

AI USE POLICY – LEADERSHIP OVERVIEW



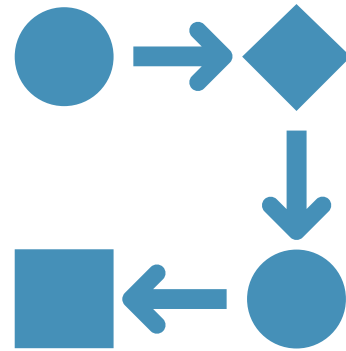
WHY AI GOVERNANCE MATTERS

Broad Definition of Artificial Intelligence (AI)

- **Artificial Intelligence (AI)** refers to computer systems designed to perform tasks that normally require human thinking, judgment, or decision-making. These systems use data, rules, and patterns to analyze information, learn from experience, and assist or automate specific tasks.
 - In practical terms, AI allows software to:
 - Recognize patterns (such as images, text, or trends),
 - Make predictions or recommendations,
 - Answer questions or summarize information,
 - Detect anomalies or risks,
 - Assist humans in making more informed decisions.
- **AI does not imply consciousness, intent, or independent authority.** It is a tool created and controlled by people, operating within rules, data, and objectives set by humans.



People



Processes



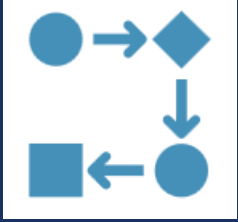
Products

KEY AREAS OF FOCUS



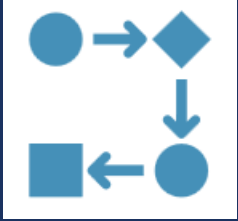
WHY AI GOVERNANCE MATTERS

- AI tools can improve efficiency and service delivery, but introduce risks related to privacy, records retention, bias, and legal compliance. This policy establishes guardrails to enable responsible use.
 - Do you have an example of the use of AI at home or at work
 - Has it been positive
 - What is confusing about AI



POLICY SCOPE

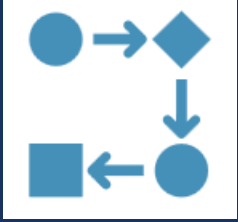
- Applies to all employees, officials, contractors, boards, and commissions using AI for Town business. Microsoft Copilot (Basic) is the default approved platform.
 - What are your thoughts of the use of Microsoft Copilot
 - What about other AI Platforms
 - Would you be comfortable with staff using AI improve processes



WHAT IS ALLOWED – CAN BE ACCOMPLISHED

The Town currently uses **Microsoft 365 Business Standard and Business Premium** subscriptions for employees and Council. These subscriptions **include Microsoft Copilot Chat (often referred to as “Copilot Basic”)** at no additional cost, but **do not include Microsoft 365 Copilot (the paid add-on)**. Understanding this distinction is essential when setting expectations for AI use, security, and policy.

- Copilot Chat provides **secure, web-grounded AI assistance** designed for everyday productivity and general work support.
- Town employees and Council members **can use Copilot to:**
- Draft and edit text (emails, summaries, policy language, communications)
- Brainstorm ideas, outlines, talking points, and presentations
- Summarize documents **that a user manually uploads**
- Ask general knowledge or research questions using public web data
- Help explain topics in plain language (e.g., technology, budgeting concepts, policies)
- Generate images and basic content for presentations or public-facing materials
- Use Copilot safely under **enterprise data protection** (no prompts are used to train public AI models)



WHAT IS PROHIBITED AND LIMITED

Per Policy: Entering confidential data, using unapproved tools, AI transcription of official meetings without approval, and relying on AI as authoritative.

What Microsoft Copilot *Cannot* Do with Our Current Licenses

(Requires **Microsoft 365 Copilot Add-On**)

Without the paid Microsoft 365 Copilot license, Copilot **does not have access to internal Town data by default** and **cannot act autonomously**.

Copilot **cannot**:

- Read or analyze Town emails, Teams chats, calendars, or meetings automatically
- Search or summarize SharePoint, OneDrive, or network files unless manually uploaded
- Generate content “in-context” inside Word, Excel, PowerPoint, or OneNote
- Analyze spreadsheets, budgets, or operational data unless files are uploaded
- Attend meetings, generate meeting notes, or summarize discussions automatically
- Perform AI-powered enterprise search across Town systems
- Create or run AI agents, workflows, or automated actions
- Make or execute decisions on behalf of staff or Council [[support.microsoft.com](#)], [[learn.microsoft.com](#)]

These advanced capabilities are only available with a **Microsoft 365 Copilot add-on license**, which is a separate, per-user cost. [[microsoft.com](#)], [[learn.microsoft.com](#)]



RECORDS TRANSPARENCY

- AI prompts and outputs may be public records under CORA. Staff must assume AI content can be disclosed.
 - AI use does not change public records obligations
 - Prompts can be as disclosable as final outputs
 - Draft doesn't equal private
- Development of CORA request processes related to Copilot would need to be developed



TRAINING & OVERSIGHT

Mandatory training, IT oversight, auditing, and enforcement. Exceptions require written approval.

- Initial and annual training requirements
- Monitoring of Copilot through O365 Admin Center
- Any AI use that is considered outside policy would require a written request through department and town leadership for use approval.



THANK YOU

Microsoft Copilot Capabilities – 1-Page Overview

Microsoft Copilot Capabilities with Current Town Licenses

Executive Summary

The Town currently uses **Microsoft 365 Business Standard and Business Premium** subscriptions for employees and Council. These licenses include **Microsoft Copilot Chat** (sometimes called *Copilot Basic*) at **no additional cost**, but **do not include Microsoft 365 Copilot** (the paid add-on). Understanding this distinction is important for setting expectations around AI capabilities, data access, security, and governance.

What Microsoft Copilot Can Do Today

Copilot Chat (Included with Current Licenses)

Copilot Chat provides **secure, web-grounded AI assistance** designed to support everyday productivity. With current licenses, employees and Council members can use Copilot to:

- Draft, edit, and refine text (emails, summaries, policy language, public communications)
- Brainstorm ideas, outlines, talking points, and presentations
- Summarize documents that a user **manually uploads**
- Ask general research or knowledge questions using public web information
- Explain complex topics in plain language (e.g., technology, budgeting, or policy concepts)

- Generate images and basic content for presentations or public-facing materials
- Use AI safely under **enterprise data protection** (prompts are not used to train public AI models)

Access Points: Copilot Chat is available through the web, Microsoft Edge, Teams, Outlook, and the Microsoft 365 Copilot app using Town work accounts.

What Microsoft Copilot Cannot Do Today

(Requires Microsoft 365 Copilot – Paid Add-On)

Without the Microsoft 365 Copilot add-on license, Copilot **does not automatically access Town systems** and cannot operate autonomously. Copilot cannot:

- Read or analyze Town emails, Teams chats, calendars, or meetings
- Search or summarize SharePoint, OneDrive, or network files unless content is manually uploaded
- Work “in context” inside Word, Excel, PowerPoint, or OneNote
- Analyze spreadsheets, budgets, or operational data unless files are uploaded
- Attend meetings, create meeting notes, or summarize discussions automatically
- Perform AI-powered enterprise search across Town systems
- Create or run AI agents, workflows, or automated actions
- Make or execute decisions on behalf of staff or Council

These advanced capabilities require a **separate, per-user Microsoft 365 Copilot license** and a deliberate adoption decision.



Data, Privacy, and Governance Notes

- Copilot Chat **does not automatically access** Town records or systems
 - Users must **intentionally paste or upload** any content
 - AI outputs are **not authoritative** and must not replace:
 - Legal review
 - Policy decisions
 - Public safety or operational judgment
 - All existing records retention, open records, and public accountability laws still apply
 - Appropriate AI use policies should emphasize:
 - Human review and accountability
 - No autonomous decision-making
 - Caution with sensitive or confidential data
-

Bottom Line for Council Discussion

-  The Town already has **safe, limited AI tools** available at no extra cost
-  Copilot Chat functions as a **productivity assistant**, not a decision-maker
-  No internal data is accessed unless a user explicitly provides it
-  Advanced AI capabilities require **additional licensing and governance decisions**

This approach allows the Town to explore AI responsibly today while maintaining strong oversight, transparency, and control.

Town of Monument, Colorado

Artificial Intelligence (AI) Use Policy – Version 1.5

Policy Owner: Information Technology (IT)

Records Custodian: Town Records Manager

Effective Date: TBD

Review Cycle: Annual

1. Purpose & Scope

The Town of Monument ("Town") supports the responsible use of Generative Artificial Intelligence (AI) to enhance public services while protecting privacy, security, equity, and public trust. This policy establishes requirements governing the Town’s use of Generative AI to reduce legal, ethical, and operational risks, including inaccurate outputs, bias, misuse of copyrighted material, and records-management obligations.

This policy applies to all Town employees, elected and appointed officials, interns, volunteers, contractors, boards, and commissions when using Generative AI for Town business, regardless of device or location. Covered tools include AI systems that generate text, images, code, audio, video, or video (e.g., Microsoft Copilot, ChatGPT, Gemini).

2. Authorized AI Tools

The following AI tools are authorized for Town business use:

- Microsoft Copilot for Microsoft 365, available through the Town’s Microsoft 365 subscriptions and serving as the Town’s preferred and default AI platform.
- Free version of ChatGPT, subject to all restrictions in this policy.

Rewrite of the bullet above

- The use of any free or paid adaptive or generative artificial intelligence systems, including large language model (LLM)–based platforms, presents potential operational and data risks and is therefore subject to all controls, restrictions, and oversight requirements outlined in this policy.

All other AI tools or platforms are prohibited unless explicitly approved in writing by Information Technology (IT) with direction from the Town Manager and Department Leadership. Use of personal AI accounts for Town business is prohibited unless explicitly authorized in writing by IT.

Commented [DU1]: @Will Williams Should this reference ChatGPT and others. There are so many (AI PLATFORMS BY USE.docx). For instance, this policy, intended or otherwise, would prevent use of Gemini, the AI platform by Google, typically built in Android phones.

Commented [PR2R1]: I echo this concern. Personally, I use Gemini and NotebookLM very frequently. I don’t know if there are specific reasons we shouldn’t use them for town business, but I’m curious if we can allow for a broader list of AI tools.

Commented [WW3R1]: Review rewrite

3. Definitions

Artificial Intelligence (AI): Machine-based systems that, for given objectives, produce outputs such as predictions, recommendations, or decisions.

Generative AI: AI systems capable of creating new content, including text, images, audio, video, or code.

Shadow AI: Any unapproved or unmanaged use of AI for Town business.

Public Record: Any writing maintained for official Town functions; AI prompts and outputs used for Town business may constitute public records under Colorado law.

Official Town Meeting: Any meeting created, scheduled, or hosted using Microsoft Teams.

AI Transcription Application or Tool: Any AI-powered service, application, plugin, or feature that records, transcribes, summarizes, analyzes, or generates documentation from meeting audio or video.

4. Policy Principles

Human Oversight – AI tools assist work; employees retain professional judgment and responsibility.

Security & Privacy – Confidential, sensitive, or non-public information must never be included in AI prompts.

Transparency – AI assistance must be disclosed for public-facing content.

Fairness – AI outputs must be reviewed for bias or discriminatory impact and corrected as necessary.

Records Management – Prompts and outputs must be handled as public records where applicable.

5. Authorized Uses

Authorized uses include drafting or outlining internal documents using public information; summarizing public materials; brainstorming; and proofreading or re-wording non-confidential content. First drafts of public-facing materials may be created with AI assistance, provided they are reviewed, verified, and appropriately disclosed prior to publication.

6. Prohibited Uses

Prohibited uses include entering confidential, sensitive, or non-public information into AI tools; drafting legal advice, disciplinary actions, performance evaluations, or termination decisions; providing medical advice or diagnoses; impersonation, deepfakes, or deceptive content; using unapproved AI tools or personal AI accounts for Town business; and publishing AI-generated content without human review and approval.

7. Data Protection, Privacy & Security

All AI prompts and outputs must be treated as potentially disclosable under the Colorado Open Records Act (CORA). Only Town-approved accounts with appropriate safeguards may be used. Third-party plugins, connectors, or integrations require prior IT approval. Use of AI transcription tools in Official Town Meetings is prohibited unless formally approved under Section 15.

8. Public Records & Retention (CORA)

AI prompts and outputs used for Town business may constitute public records and must be managed in coordination with the Town Records Manager. Department managers and supervisors are responsible for ensuring records are created, retained, and disposed of in accordance with Town policy.

Suggested rewrite

AI prompts and outputs are subject to public records requirements **only when they are retained or used as part of official Town business**. Managers, supervisors, and employees are not required to preserve routine or incidental AI interactions, but must coordinate with the Town Records Manager when AI-generated content is used in decisions, policies, or formal communications.

9. Transparency & Disclosure

All public-facing content that is drafted, summarized, or substantially assisted by Generative AI must include disclosure indicating AI assistance and human review.

10. Training & Access

Employees must complete required AI training prior to using Generative AI tools and must complete annual refresher training thereafter. Information Technology will coordinate training covering acceptable use, privacy, security, disclosure requirements, bias awareness, and CORA implications.

11. Procurement & Third-Party AI Tools

All AI-enabled software, services, or vendor offerings must be reviewed and approved by Information Technology prior to procurement or use. Contracts must include responsible-AI provisions, data protection requirements, audit rights, and termination clauses for non-compliance.

12. Incident Reporting, Auditing & Enforcement

Suspected misuse, data exposure, or harmful or biased outputs must be reported immediately to Information Technology and the employee's supervisor. IT may audit AI activity and disable access when necessary. Violations may result in corrective or disciplinary action consistent with Town policy.

Commented [PR4]: We may need to define this further. It seems overly broad and cumbersome for managers and directors.

Commented [DU5R4]: This section probable should refer to current Public Records & Retention (CORA) policy. Maybe consider this in a separate section:

AI is an approved resource and analytical tool and shall be treated the same as information obtained through a Google search, academic journal, or library book. Any use of AI must be properly cited to demonstrate that the content has been reviewed, evaluated, and validated by the user. Proper citation is required to maintain the credibility, transparency, and integrity of work products. Citation is mandatory whenever documentation, data, or analysis—regardless of source—is used to inform, support, or develop policy, recommendations, or official actions. Consistent with established practice, working documents, drafts, and internal materials are not considered public record unless otherwise designated by law or policy.

Unnecessary citation: source-Dan Ungerleider, refined by Copilot.

13. Exceptions

Limited exceptions may be granted in writing by the Town Manager or designee following review by Information Technology and Legal, with documented justification and compensating controls.

14. Law Enforcement (CJIS) Carve-Out

Use of AI by the Monument Police Department is governed by a separate CJIS-compliant policy. Until such policy is adopted, no CJIS or criminal justice information may be entered into generative AI systems.

Suggested rewrite:

Use of Artificial Intelligence by the Monument Police Department

Use of artificial intelligence by the Monument Police Department (MPD) is governed by a separate CJIS-compliant policy. Until such policy is adopted, **no Criminal Justice Information (CJI) or CJIS-protected data may be entered, uploaded, or otherwise disclosed within any generative AI or AI chat system.**

Pending adoption of a CJIS-compliant AI policy, MPD leadership may use Town-approved AI platforms for **non-sensitive administrative and management purposes**, such as policy drafting, budgeting, training materials, and general communications, provided no CJI or sensitive law enforcement information is included.

15. AI Transcription and Recording for Official Town Meetings

The use of AI transcription or analysis tools during Official Town Meetings is prohibited unless formally approved. Approved exceptions must follow documented procedures, include advance notice, and comply with records, security, and retention requirements. Unauthorized use may result in disciplinary action consistent with this policy.

16. Versioning & Review

This policy will be reviewed at least annually or upon significant changes in law, technology, or approved platforms.

Commented [PR6]: I think this needs to address specifically adding CJIS information to an AI chat. While we certainly need a CJIS-compliant policy for sensitive data, we should have a 'Safe Harbor' or 'Administrative Exception' that allows PD leadership to use Town-approved AI for non-sensitive management tasks (e.g., policy drafting, budgeting, and general communication) in the interim.

**MONUMENT TOWN COUNCIL
MEETING MINUTES**

Monday, April 20, 2026 - 6:30 PM

Monument Town Hall - 645 Beacon Lite Rd., Monument CO 80132

Hybrid Meeting - Remote Participation Via Teams

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

Mayor Mitch LaKind called the regular meeting of the Monument Town Council and led those assembled in the Pledge of Allegiance. Proper notice of the meeting was posted for more than 24 hours in the designated posting locations. The following Councilmembers and staff were present for the meeting:

TOWN COUNCIL		TOWN STAFF	
PRESENT: Mayor Mitch LaKind Mayor Pro Tem Steve King Councilmember Sana Abbott Councilmember Marco Fiorito Councilmember Kenneth Kimple Councilmember Laura Kronick Councilmember Chad Smith		Madeline VanDenHoek, Town Manager Patrick Regan, Police Chief Tina Erickson, Town Clerk Ashley Hernandez-Schlagel, Town Attorney Will Williams, Director of IT Thomas Tharnish, Director of Public Works Laura Hogan, Director of Administration Dan Ungerleider, Director of Planning Jenna Gorney, Senior Planner Andrew Archuleta, Assistant Public Works Director	
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 submitted.

3. Approval of the Consent Agenda:

- a. Agenda - April 20, 2026
- b. Meeting Minutes - April 6, 2026
- c. Invoices Over \$25K

Councilmember Marco Fiorito made a motion to approve the consent agenda as presented, the motion was seconded by Councilmember Laura Kronick. Roll call

vote was taken and the motion passed 7 to 0.

4. Public Comments For Items Not on the Agenda:

-Heather Jacobson spoke on behalf of the steering committee for Tri-Lakes for Democracy- gave appreciation for supporting free speech and spoke about cyber bullies that attacked hard working members of the community on social media over a peaceful No Kings event was held.

5. Proclamations:

a. Small Business Week

Brandon Eldridge with Pikes Peak Small Business Development Center introduced small business week and how they help and support small businesses. Councilmember Marco Fiorito read the proclamation and the council proclaimed May 3rd through May 9th 2026 as Small Business Week in the Town of Monument.

b. Arbor Day

Archuletta introduced Arbor day and invited everyone to join the celebration on April 24th at the trail near the lake, west of Mitchell Avenue for planting a tree along with vendors for education. Councilmember Marco Fiorito read the proclamation. The council proclaimed April 24, 2026 as Arbor Day in the Town of Monument.

6. Presentations:

a. Water Rate Study

Kevin Burnett the consultant with Willdan Financial Services gave a presentation on the water rate study as included in the council packet. The council requested to see a graduated tier rate structure rather than a flat 10% rate increase, different municipality comparisons, number of taps being calculated as well as the age of infrastructure to provide a better comparison. Staff was directed to work with the consultant to bring back better comparisons.

b. Introduction of the Draft 2026 Stormwater Master Plan

Ungerleider introduced the draft 2026 stormwater master plan, Noah Nemmers and Andrew Regnery with V-3 Companies provided a presentation.

c. Renaming Crossfield Road, Contest Vote

Gorney gave a presentation for renaming crossfield road as included in the council packet. The council selected to name the road Doc Close Road as the winning submission and will be brought back to a future meeting as a resolution.

7. Resolutions:

a. Resolution No. 28-2026 - A Resolution to Approve a Contract to Repair the Town Hall Roof

Archuleta presented resolution no. 28-2026 as included in the council packet. Councilmember Laura Kronick made a motion to approve resolution no. 28-2026 and the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 7 to 0.

b. Resolution No. 29-2026 - A Resolution to Approve Americans With Disabilities Act Policies

VanDenHoek presented resolution no. 29-2026 as included in the council packet. Councilmember Sana Abbott made a motion to approve resolution no. 29-2026 and the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 7 to 0.

8. Future Agenda Item Authorization:

- Girls of the West, Pikes Peak Range Riders, and Pikes Peak of Bust Rodeo on June 1, 2026.
- May 12, 2026 next Town Hall meeting.
- Approval of PPACG letter of support for a grant to be signed by the Mayor.

9. Reports:

a. Town Manager's Monthly Report

VanDenHoek gave a brief highlight from the Town Manager's monthly report as included in the council packet.

10. Council Comments:

- Councilmember Laura Kronick mentioned volunteer appreciation week; sales at the ribbon cutting for Silver Key thrift store sales were doubled.
- Councilmember Kenneth Kimple mentioned the number of growing potholes around town; signage being placed around town.
- Mayor Mitch LaKind spoke on the drive up for the Silver Key Thrift store.

11. Executive Sessions:

a. Executive Session Pursuant to §24-6-402(4)(a) and §24-6-402(4)(b), C.R.S. to Discuss the Potential Purchase, Acquisition, Lease, Transfer, or Sale of Water Rights and for a Conference With the Town's Attorneys to Receive Legal Advice on Specific Legal Questions on the Same Matter

Councilmember Marco Fiorito moved to enter into executive session pursuant to 24-6-402(4)(a) and 24-6-402(4)(b), C.R.S. to discuss the potential purchase, acquisition, lease, transfer or sale of water rights and for a conference with the Town's Attorneys to receive legal advice on specific legal questions on the same matter. Councilmember Chad Smith seconded the motion.

b. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for Purposes of Receiving Legal Advice From the Town Attorney Regarding Legal Questions Related to 1041 Regulations

Councilmember Marco Fiorito moved to enter into executive session pursuant to 24-6-402(4)(b), C.R.S. for purposes of receiving legal advice from the Town Attorney regarding legal questions related to 1041 regulations. Councilmember Chad Smith second the motion. Roll call vote was taken for both executive sessions and the motion passed 7 to 0.

- The Council entered executive session at 09:26 pm.
- The Council concluded executive session at 10:51 pm.
- The Council resumed regular meeting at 10:52pm.

12. Reconvene In Open Session: *Council may act in open session on item(s) discussed in executive session.*

The council resumed the regular meeting with no direction to staff.

13. Adjournment:

Mayor Mitch LaKind moved to adjourn the meeting, the motion was passed unanimously, the meeting was adjourned at 10:52 pm.

Respectfully Submitted,

Tina Erickson, Town Clerk



Proclamation to Recognize May 10th through May 16th as Police Week

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week, and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Monument Police Department, and

WHEREAS, since 1776, more than 27,000 law enforcement officers in the United States have been killed in the line of duty, and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C., and

WHEREAS, 111 police officers were killed in the line of duty in 2025, and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's Annual Candlelight Vigil, on the evening of May 13th, 2026, and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, the Monument Town Council hereby proclaims May 10th through May 16th, 2026, as Police Week in the Town of Monument, and publicly salutes the service of law enforcement officers in our community and across the nation.

PROCLAIMED THIS 4th day of May 2026.

Attest:

Town of Monument

Tina Erickson, Town Clerk

Mitch LaKind, Mayor



MEMORANDUM

TO: Mayor LaKind and Council
Madeline VanDenHoek, Town Manager

FROM: Dan Ungerleider, Planning Director

DATE: May 4, 2026

SUBJECT: Introduction of the draft 2026 Roadway and Pavement Design (RDS) Manual

PURPOSE. The purpose of this memorandum is to formally introduce the *draft 2026 Roadway and Pavement Design (RDS) Manual* [\[link\]](#) to the Town Council and the Monument community. The draft *RDS Manual* provides a long-overdue, comprehensive update to the Town's 2010 Roadway Design & Technical Criteria Manual [\[link\]](#) and will serve as a critical tool for guiding safe, efficient, and sustainable transportation infrastructure.

Developed in coordination with the Monument 2040 Comprehensive Plan, the draft *RDS Manual* reflects the collaborative work of the Public Works Department, the Planning Department, and IMEG's multidisciplinary team of technical experts. The updated standards ensure compliance with legal requirements, support community expectations, and promote the long-term durability of the Town's roadway investments.

While no action will be requested of Council following the introductory presentation on May 4, the final 2026 *RDS Manual* will be brought forward for Council consideration and adoption by resolution on June 1, 2026.

PLANNING PROCESS. The draft *2026 RDS Manual* was prepared by the Town Engineer (IMEG) and its multidisciplinary team of technical experts, in close collaboration with the Town's Public Works and Planning Departments. Because the document is highly technical in nature, formal stakeholder meetings were not necessary. Instead, the *Manual* incorporates established best practices and design standards used by El Paso County and the City of Colorado Springs. Aligning the Town's standards with these regional practices helps ensure consistency across jurisdictional boundaries and reduces the potential for conflicts in pavement conditions or roadway design as drivers move into and out of Monument.

NEXT STEPS. The draft 2026 RDS Manual—including all Technical Appendices and Checklists—is available at www.townofmonument.org/planning for public, stakeholder, and regulatory partner review. Community members are encouraged to submit comments to planning@tomgov.org by **5:00 p.m. on May 25, 2026** for consideration in the final draft. Following the public review period and Town Council input, staff will refine the document

and present the final 2026 RDS Manual for Council consideration and adoption by resolution on June 1, 2026.

Upon adoption, staff will immediately begin applying the RDS Manual to all new private roadway projects and public capital improvement projects, utilizing the permit forms and submittal checklists included in the appendices. The Planning Department will also incorporate the Manual's recommended code updates into the upcoming comprehensive amendment to Chapter 18, Land Development Code. In addition, the Town Engineer will provide staff training to ensure consistent implementation across departments.

Collectively, these efforts will result in a more efficient and predictable development review process, safer and more uniform infrastructure, reduced long-term maintenance costs, stronger legal defensibility, and an improved experience for both residents and development applicants.

STRATEGIC PRIORITIES. The Council has established **Enabling Responsible Community Development** as a strategic priority for 2026–2028, emphasizing the importance of clear, consistent, and accountable plans, processes, and procedures that foster positive conditions for thoughtful, sustainable, and enduring growth within the community. This requested code amendment is consistent with this strategic priority.

FISCAL IMPACT. Resolution No. 59-2025 [\[link\]](#) approved a proposal from the Town Engineer to update the Town's Street and Pavement Design Criteria. There have been no changes in scope or cost since the project started.

RECOMMENDED ACTION. No formal action is requested at this time unless Council elects to provide direction.

Attachments:

1. Presentation
2. Draft *2026 Roadway and Pavement Design (RDS) Manual*, prepared by the Town Engineer (IMEG) [\[link\]](#)



MEMORANDUM

TO: Mayor LaKind and Council
Madeline VanDenHoek, Town Manager

FROM: Dan Ungerleider, Planning Director

DATE: May 4, 2026

SUBJECT: Introduction of the draft 2026 Roadway and Pavement Design (RDS) Manual

PURPOSE. The purpose of this memorandum is to formally introduce the *draft 2026 Roadway and Pavement Design (RDS) Manual* [\[link\]](#) to the Town Council and the Monument community. The draft *RDS Manual* provides a long-overdue, comprehensive update to the Town's 2010 Roadway Design & Technical Criteria Manual [\[link\]](#) and will serve as a critical tool for guiding safe, efficient, and sustainable transportation infrastructure.

Developed in coordination with the Monument 2040 Comprehensive Plan, the draft *RDS Manual* reflects the collaborative work of the Public Works Department, the Planning Department, and IMEG's multidisciplinary team of technical experts. The updated standards ensure compliance with legal requirements, support community expectations, and promote the long-term durability of the Town's roadway investments.

While no action will be requested of Council following the introductory presentation on May 4, the final 2026 *RDS Manual* will be brought forward for Council consideration and adoption by resolution on June 1, 2026.

PLANNING PROCESS. The draft *2026 RDS Manual* was prepared by the Town Engineer (IMEG) and its multidisciplinary team of technical experts, in close collaboration with the Town's Public Works and Planning Departments. Because the document is highly technical in nature, formal stakeholder meetings were not necessary. Instead, the *Manual* incorporates established best practices and design standards used by El Paso County and the City of Colorado Springs. Aligning the Town's standards with these regional practices helps ensure consistency across jurisdictional boundaries and reduces the potential for conflicts in pavement conditions or roadway design as drivers move into and out of Monument.

NEXT STEPS. The draft 2026 RDS Manual—including all Technical Appendices and Checklists—is available at www.townofmonument.org/planning for public, stakeholder, and regulatory partner review. Community members are encouraged to submit comments to planning@tomgov.org by **5:00 p.m. on May 25, 2026** for consideration in the final draft. Following the public review period and Town Council input, staff will refine the document

and present the final 2026 RDS Manual for Council consideration and adoption by resolution on June 1, 2026.

Upon adoption, staff will immediately begin applying the RDS Manual to all new private roadway projects and public capital improvement projects, utilizing the permit forms and submittal checklists included in the appendices. The Planning Department will also incorporate the Manual's recommended code updates into the upcoming comprehensive amendment to Chapter 18, Land Development Code. In addition, the Town Engineer will provide staff training to ensure consistent implementation across departments.

Collectively, these efforts will result in a more efficient and predictable development review process, safer and more uniform infrastructure, reduced long-term maintenance costs, stronger legal defensibility, and an improved experience for both residents and development applicants.

STRATEGIC PRIORITIES. The Council has established **Enabling Responsible Community Development** as a strategic priority for 2026–2028, emphasizing the importance of clear, consistent, and accountable plans, processes, and procedures that foster positive conditions for thoughtful, sustainable, and enduring growth within the community. This requested code amendment is consistent with this strategic priority.

FISCAL IMPACT. Resolution No. 59-2025 [\[link\]](#) approved a proposal from the Town Engineer to update the Town's Street and Pavement Design Criteria. There have been no changes in scope or cost since the project started.

RECOMMENDED ACTION. No formal action is requested at this time unless Council elects to provide direction.

Attachments:

1. Presentation
2. Draft *2026 Roadway and Pavement Design (RDS) Manual*, prepared by the Town Engineer (IMEG) [\[link\]](#)

Link to the

Draft Roadway and Pavement Design Standard (RDS) Manual

<https://www.townofmonument.org/DocumentCenter/View/5318/draft-2026-Roadway-and-Pavement-Design-Standards-RDS-Manual> *(large document, please be patient).*



MEMORANDUM

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

FROM: Jenna Gorney, Senior Planner

DATE: May 4, 2026

SUBJECT: Ordinance No. 09-2026 - An Ordinance Granting Approval of the Alpine Dealership at Falcon Commerce Final PUD Plan, located east of the intersection of Squadron Drive and Terrazzo Drive [Public Hearing, Continued]

HISTORY AND OVERVIEW.

On April 6, 2026, Town Council reviewed and approved the Alpine Dealership at Falcon Commerce Final Plat. At the same meeting, the Council also considered the Final Planned Unit Development (PUD) Plan for the proposed dealership for that subject lot. During Council's discussion, several concerns were identified related to the project's signage, building materials, and operational impacts. Specifically, Council members expressed concerns regarding the proposed staging and circulation of delivery vehicles, the placement and nature of signage on the site, and the proposed use of metal building materials, which appear to conflict with the design standards established within the PUD Plan requirements.

Following deliberation and consideration of these issues, the Town Council determined that additional review and clarification were necessary. As a result, Council voted to continue the Public Hearing of the Final PUD Plan to the May 4, 2026, Town Council meeting to allow the applicant time to further evaluate the concerns raised, refine the proposal as needed, and return with potential revisions for Council's review.

The memorandum presented to the Town Council on April 6, 2026, is provided below for reference. The memo has been updated to include an additional condition of approval intended to address Council's concerns raised on April 6th related to delivery vehicle activity, specifically prohibiting delivery vehicle staging within Terrazzo Drive in order to minimize potential impacts to adjacent properties and maintain consistency with the community's design and circulation expectations. The updated Memo also defines the four actions Council could take on this matter.

To assist in clarifying the record, the applicant has submitted supplemental documentation, including a letter explaining that the metal panel language contained in the Falcon Commerce Center Final PUD design standards was inadvertently carried forward from the Preliminary PUD and the Falcon Commerce Center Development and Design Guidelines. The applicant states that this language was intended to discourage the use of all-metal industrial buildings only and was not intended to prohibit the use of architectural metal panel materials on non-industrial buildings.

In addition, the applicant has provided a legal opinion addressing the interpretation of Section 18.03.460(D) of the Town's Land Development Code related to Final PUD review criteria. The opinion highlights that a Final PUD is required to be consistent with, but not strictly identical to, the Preliminary PUD. This interpretation is submitted to support Council consideration of the Final PUD despite the identified discrepancy in the design guideline language, which the applicant maintains resulted from a drafting error.

BACKGROUND.

The Applicant, Wesane LLC, on behalf of the property owner, Forest Lakes, LLC, is requesting Town Council approval of the Alpine Dealership at Falcon Commerce Center Final Plat and Final Planned Unit Development (PUD) Plan. The subject property consists of approximately 12.5 acres located within Phase 2 of the Falcon Commerce Center, south of the Pilot Travel Center and near the southeast corner of Terrazzo Drive and West Baptist Road. The property is zoned Planned Unit Development (PUD) pursuant to the approved Falcon Commerce Center Phase 2 Preliminary PUD.

Approval of the Final PUD Plan is requested to allow development of an automotive sales, service, and repair facility. Concurrently, approval of the Final Plat is requested to subdivide the subject area which consists of 12.5 acres on the north end of Area B within Phase 2 of the Falcon Commerce Center.

DISCUSSION.

The proposed development consists of three single-story buildings constructed in two phases, totaling approximately 112,141 square feet, along with associated vehicle display areas, parking, landscaping, grading, and drainage improvements.

The proposed use is consistent with the permitted uses identified in the approved Preliminary PUD for Falcon Commerce Center Phase 2 and aligns with the 2017 Town of Monument Comprehensive Plan, which designates the site as Commercial Center (CC) on the eastern portion and Light Industrial (LI) on the western portion of the property.

The development incorporates a cohesive architectural design, appropriate building setbacks, and high-quality materials that are consistent with adopted Town standards. Landscaping is designed to buffer adjacent properties and the I-25 corridor, enhance the internal site environment, and utilize native plant species in compliance with Town requirements.

The site provides parking in excess of minimum standards, including designated vehicle display areas, with recommended conditions to ensure appropriate use and surface treatments for the southeast areas. Traffic analysis indicates that the proposed development will not adversely impact the surrounding roadway network and is consistent with previously approved traffic studies.

Stormwater facilities are designed to meet both Town and regional criteria and will adequately convey and treat runoff. Overall, the proposed development is consistent with the Comprehensive Plan land use designations, the approved Preliminary PUD, and is appropriately located to support planned commercial and light industrial development.

Planning Commission discussion centered on the proposed development's potential impacts to traffic, stormwater, utilities, and overall site design. Commissioners questioned whether the traffic study accounted for future growth in Monument, and the applicant confirmed it analyzed a 20-year development horizon, with no off-site traffic improvements proposed. Stormwater management was a significant topic, with clarification that all runoff would flow beneath the site and into an existing regional retention pond south of the property, and concerns were raised regarding pavement design and runoff within the Terrazzo right-of-way. Visual and corridor aesthetics were discussed, including signage, lighting, dark sky compliance, parking alignment, and the potential use of carports for hail protection. Water impacts were reviewed, noting that service would be provided by the Forest Lakes Metro District, water costs are increasing due to drought conditions, and the applicant plans to recycle water for the on-site car wash. Additional discussion included converting a soft-surface trail to a sidewalk which resulted in a suggested condition of approval. Additionally discussed was whether the project would set a precedent for more car dealerships, with staff confirming the use is consistent with an existing PUD and does not establish a broader precedent for Monument.

FINDINGS OF FACT.

After reviewing the Alpine Dealership at Falcon Commerce Center Final PUD Plan, the following finding of fact has been made:

1. The request has met the applicable criteria identified in Section 18.03.460 D. of the Land Development Code.
2. The proposed use meets the intent of Comprehensive Plan designation for the property.
3. The final planned unit development is consistent with the approved preliminary planned unit development.
4. Onsite circulation and access are designed for the anticipated type of pedestrian and vehicular traffic generated.
5. Building design in terms of orientation, spacing, materials, exterior color and texture, storage and lighting result in a quality architectural design is compatible with the existing and anticipated area.
6. The landscaping is a quality design that enhances the site and is compatible with the surrounding neighborhood as shown by amount, types, and materials used.
7. Adequate off-street parking, both standard and ADA accessible, is provided.
8. The Final Planned Unit Development fits within the context of the planned land use pattern and roadway and utility systems of the larger surrounding area.

PLANNING COMMISSION RECOMMENDATION.

On March 11, 2026, the Planning Commission held two public hearings and voted 4–0 to recommend approval of both the Final Plat and Final PUD Plan. The Final PUD Plan recommendation for approval included the conditions related to limiting the number of vehicles stored in the vehicle display areas as well as surface materials required in that vehicle display area, restricting parking on the pad for future Building 2 during development as well as a condition that the developer construct the sidewalk from the intersection of Squadron to the south property line out of concrete.

POSSIBLE ACTION.

In considering the application, Council is presented with four possible actions to take on the request:

1. Approve the application as presented
2. Approve the applications with conditions
3. Remand the application back to Planning Commission for consideration
4. Deny the request

SUGGESTED MOTION 1.

A motion to adopt Ordinance No. 09-2026, An Ordinance Granting Approval of the Alpine Dealership at Falcon Commerce Final PUD Plan, located east of the intersection of Squadron Drive and Terrazzo Drive, supported by the attached exhibits and the Findings of Fact defined in this Memo, with the following conditions

1. The Vehicle Display Area in the south east corner of the lot, as shown on page 8 of the Final PUD Plan set, shall be utilized as presented, having a maximum of 13 vehicles parked or displayed in this area and, any vehicles parked or displayed in this area shall be parked on an approved surface consisting of durable, dust free, all weather material such as: concrete, asphalt, asphalt millings installed over a compacted base, pavers installed over a compacted base, or other similar hard-surfaced materials.
2. No vehicles shall be parked or displayed on the building pad for Phase 2 (Building B) during development.
3. The existing subsurface sidewalk on the west property line is to be paved with concrete from the intersection of Squadron Drive to the south property line.
4. At no time may delivery vehicles for the subject property be staged on Terrazzo Drive.

ATTACHMENTS.

0. Staff Report
1. Maps
2. Legal Description
3. Staff Presentation dated 5/4/2026
4. Planning Commission Staff Report with Attachments ([link](#))
5. Minutes – Planning Commission, date 3/11/2026
6. Final Planned Unit Development Plan for Alpine Dealership at Falcon Commerce Center

7. Ordinance No.09-2026 - An Ordinance Granting Approval of the Alpine Dealership at Falcon Commerce Center Final PUD Plan

Attachment 1 **Maps: Aerial, Location, and Future Land Use**



Figure 1 – Aerial Map

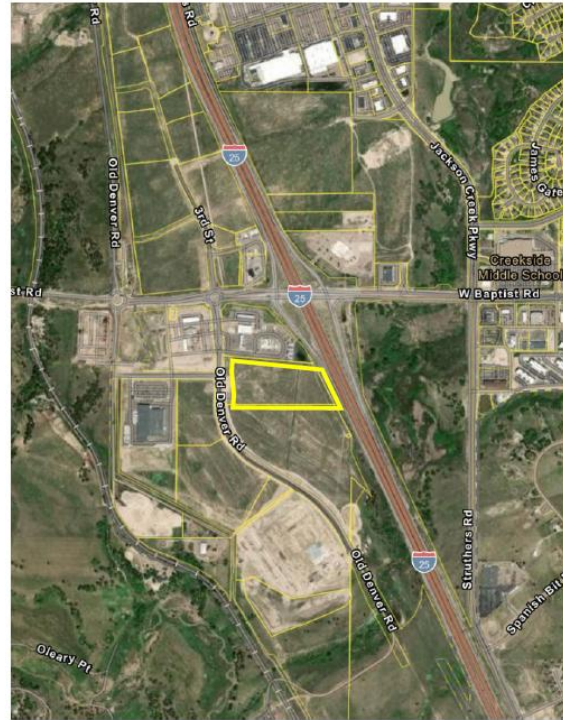


Figure 2 – Location Map

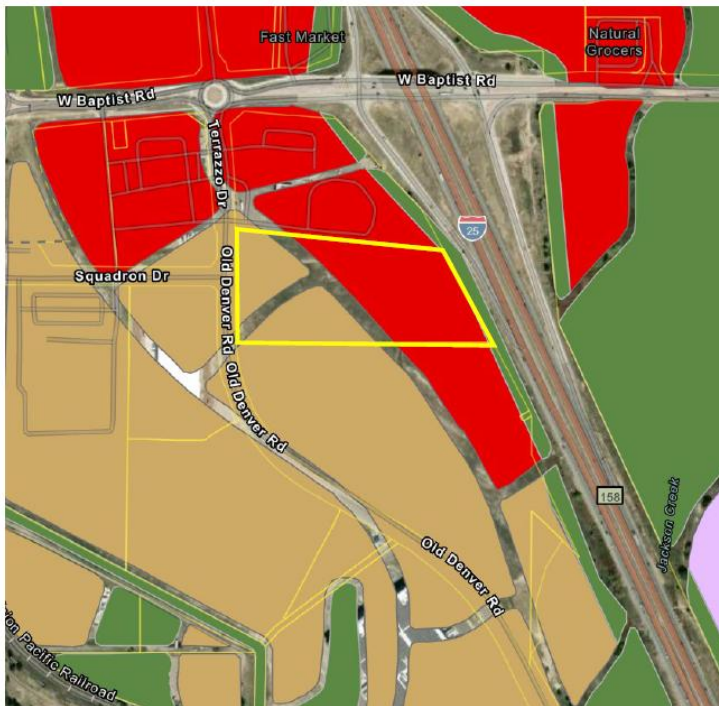


Figure 3 – Future Land Use Map

2017 Future Land Use Plan

- BC - Business Campus
- CC - Community Commercial
- D - Downtown
- LI - Light Industrial/Warehouse
- LL - Large Lot Residential
- MU - Mixed Use
- PR - Parks, Trails, Open Space
- PS - Public/Quasi-public/Utility
- RA - Residential Attached
- SFD - Single Family Dwellings
- PS - (School) Public/Quasi-public/Utility

LEGAL DESCRIPTION
ALPINE DEALERSHIP AT FALCON COMMERCE CENTER

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAPTIST ROAD AS DESCRIBED AS PARCEL NO: 2B REV., IN THE DOCUMENT RECORDED AUGUST 20, 2008 UNDER RECEPTION NUMBER 208093631, RECORDS OF EL PASO COUNTY, BEING MONUMENTED ON THE WESTERLY END BY A 3-1/2" ALUMINUM CDOT ROW CAP STAMPED "PLS 26968 AND AT THE EASTERLY END BY A 1-1/2" ALUMINUM CAP STAMPED "CCES PLS 30118" FOUND .2' BELOW GROUND, ASSUMED TO BEAR N83°54'13" A DISTANCE OF 377.02 FEET. BEARINGS ARE BASED FROM THE SURVEY RECORDED OCTOBER 11, 2017 UNDER RECEPTION NUMBER 217900186, RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO,

THENCE S52°31'18"E, A DISTANCE OF 1,550.21 FEET TO THE SOUTHEAST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCIAL CENTER FILING NO. 1, RECORDED DECEMBER 10, 2020 UNDER RECEPTION NUMBER 220714637, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°10'39"E, ON THE EASTERLY LINE OF SAID TERRAZZO DRIVE, A DISTANCE OF 319.69 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, PILOT TRAVEL CENTER FILING NO. 1, AS RECORDED NOVEMBER 8, 2017 UNDER RECEPTION NUMBER 217714044,

THENCE S85°12'25"E, ON SAID SOUTHERLY LINE, A DISTANCE OF 988.73 FEET, TO A POINT ON THE EASTERLY LINE OF THE LAND SURVEY RECORDED OCTOBER 11, 2017 UNDER RECEPTION NUMBER 217900186, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25;

THENCE ON THE EASTERLY LINE OF SAID SURVEY, FOLLOWING TWO (2) COURSES:

1. S32°13'25"E, A DISTANCE OF 125.45 FEET;
2. S28°23'02"E, A DISTANCE OF 392.29 FEET;

THENCE N90°00'00"W, A DISTANCE OF 1,238.10 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N85°51'53"E, HAVING A DELTA OF 04°18'46", A RADIUS OF 780.00 FEET; A DISTANCE OF 58.71 FEET TO A POINT OF TANGENT; THENCE N00°10'39"E, A DISTANCE OF 155.52 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 998,431 SQUARE FEET OR 22.9208 ACRES.

Alpine Dealership at Falcon Commerce Center Phase 2 Final PUD Plan

Staff Presentation May 4th, 2026

Continued from Town Council Meeting –4/6/2026



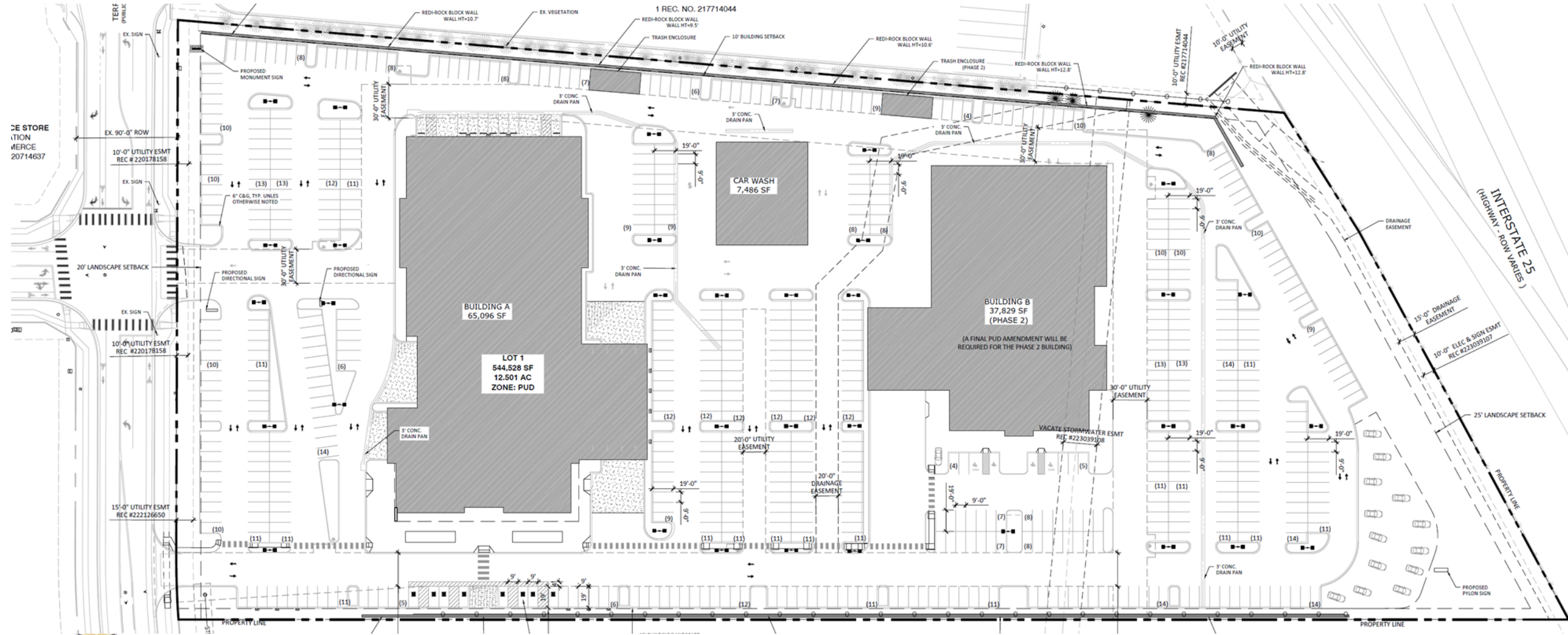
INTRODUCTION AND RECAP



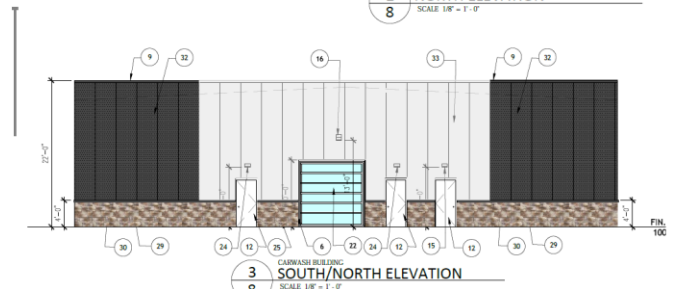
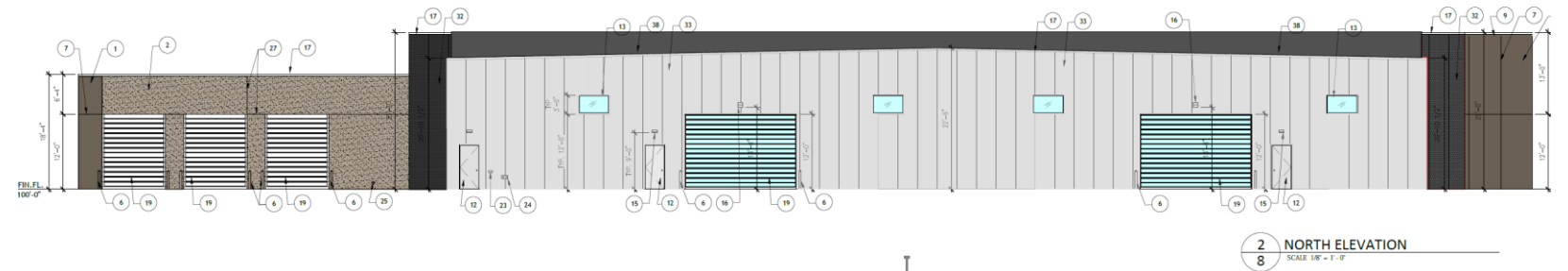
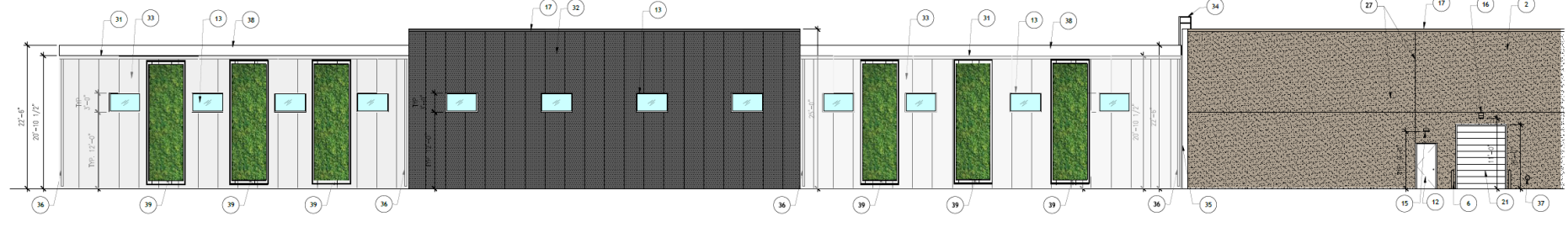
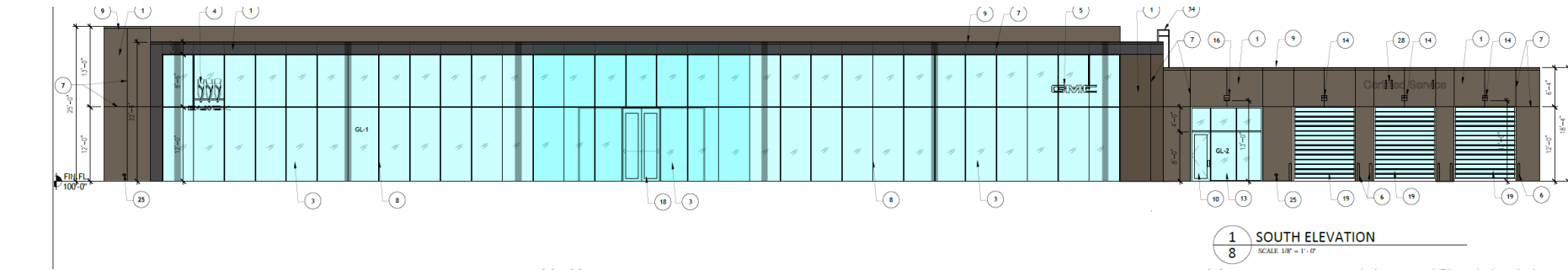
- **Applicant:** Wesane LLC
- **Property Owner:** Forest Lakes, LLC
- **Requests** Alpine Dealership at Falcon Commerce Center
 - 1) Final Planned Unit Development (PUD)
- **Acreage:** 12.5 acres
Phase 2 of the Falcon Commerce Center
- **Location:** South of the Pilot Travel Center
East of the intersection of Squadron Drive and Terrazzo Drive



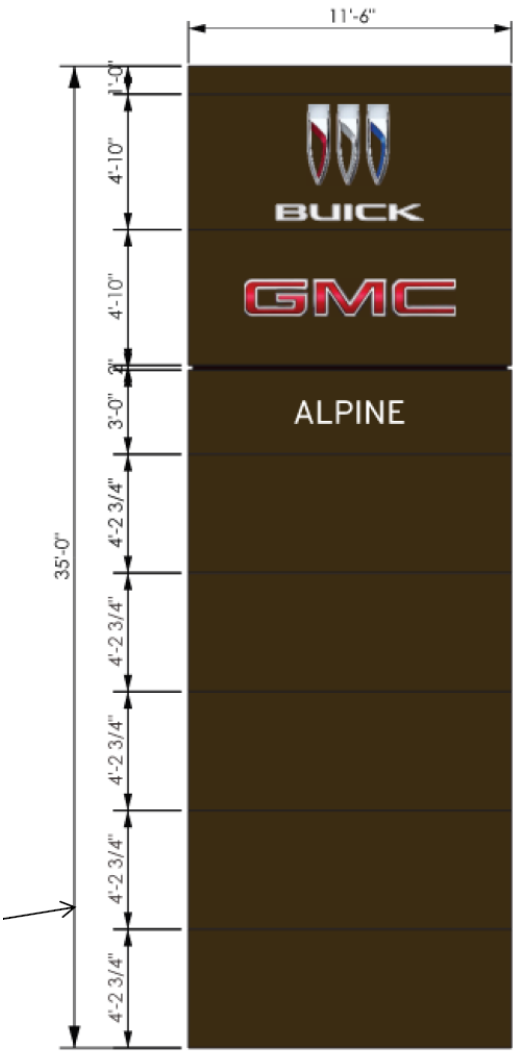
FINAL PLANNED UNIT DEVELOPMENT



TOWN COUNCIL DISCUSSION APRIL 6, 2026



TOWN COUNCIL DISCUSSION APRIL 6, 2026



POSSIBLE ACTIONS

- Approve the application as presented
- Approve the application with conditions
- Remand the application back to Planning Commission to work through any items noted this evening
- Deny the application



SUGGESTED MOTION.

I move to adopt Ordinance No. 09-2026, An Ordinance Granting Approval of the Alpine Dealership at Falcon Commerce Final PUD Plan, located east of the intersection of Squadron Drive and Terrazzo Drive, supported by the attached exhibits and the Findings of Fact defined in this Memo, with the following conditions

1. The Vehicle Display Area in the south east corner of the lot, as shown on page 8 of the Final PUD Plan set, shall be utilized as presented, having a maximum of 13 vehicles parked or displayed in this area and, any vehicles parked or displayed in this area shall be parked on an approved surface consisting of durable, dust free, all weather material such as: concrete, asphalt, asphalt millings installed over a compacted base, pavers installed over a compacted base, or other similar hard-surfaced materials.
2. No vehicles shall be parked or displayed on the building pad for Phase 2 (Building B) during development.
3. The sidewalk from the intersection of Squadron Drive to the southern property line to be constructed out of concrete
4. At no time may delivery vehicles for the subject property be stages on Terrazzo Drive.



April 28, 2026

Via E-Mail Only

Mr. Daniel Ungerleider
Planning Director
Town of Monument
645 Beacon Lite Road
Monument, CO 80132

RE: Falcon Commerce Center – Alpine Auto – Metal Panels

Dear Dan:

It is our understanding that some of the Town Councilmembers are rightly confused by what seems to be a prohibition on metal panels in the Falcon Commerce Center Phase 2 Preliminary PUD Plan recorded on 8/16/22 (“PUD”). I think some background will help clear up matters.

When we worked with the Town and the Save Monument civic group in 2021 and 2022 to negotiate uses and square footage in the PUD, we included Design Guidelines and Standards on the PUD to mimic the Falcon Commerce Center Development and Design Guidelines dated 10/1/21 (“DG’s”). The DG’s were crafted under the authority of the Codes, Covenants and Restrictions recorded against the property on 8/31/17, and, by design, provide flexibility. Falcon Commerce Center (“FCC”) is a large 224-acre development with a wide variety of uses allowed, so the DG’s provided the flexibility through terms like “encouraged” or “discouraged”, “desired”, “recommended”, etc...

One of the items we did want to control was whether or not all metal panel buildings like *Morton* or *Butler* brands would be allowed for **industrial** buildings. Article 9.4 – Industrial Design Principles under the DG’s was written to **discourage** all metal panel buildings (see attached). The rationale was to protect values of the varying owners within FCC, as the brand-name all metal panel industrial buildings do not look great, and nor do they fare well over time. Nowhere in the DG’s do we prohibit the use of metal panels on other types of buildings like the Alpine car dealership. We understand that often times metal panels are used as accents or even a predominant building material. Those panels tend to be architectural metal panels, and while cost effective and efficient for parts of buildings like service areas, still look very nice and help to break up the massing by introducing a different material. Thus, the FCC Design Review Board approved the Alpine Auto dealership design on 7/2/24 (see attached).

When the PUD was being finalized, the last sentence of Article 4. Design Standards, a. iv. Building Materials, was supposed to have been included in the Article 6. Industrial Uses section. This was simply an error in drafting, as we were trying to establish our own standards for FCC ahead of the Town’s which were in flux at the time.

Hopefully this explanation is enough to support the Alpine Auto deal and avoid any hang-up on a technicality of what was essentially a typo. It is an allowed use, looks nice and will bring a significant amount of sales tax on parts and accessories to the Town.

Lastly, I would point out that technically, the erroneous language included in 4.a.iv. of the PUD prohibits metal panel buildings, and the building that Alpine has proposed, while it has a significant metal panel component, it is not “a metal panel building.”

Sincerely,

A handwritten signature in black ink, appearing to read 'TMB', with a long horizontal line extending to the right.

Thomas M. Blunk

cc: Jenna Gorney – Town of Monument
Andrea Barlow – N.E.S. and FCC Design Review Board
Brooks Swenson – N.E.S.
Jane Dickinson Kress – FCC Design Review Board
Walid Elkhoury – WESNAE Architecture & Engineering

July 2, 2024

Via E-Mail Only

Mr. Walid Elkhoury
WESNAE Architecture & Engineering
2109 S. Wadsworth Blvd, Suite 303
Lakewood, CO 80227
E-Mail: we@wesnae.com

**RE: Falcon Commerce Center, Monument, Colorado
Alpine Auto – Final PUD Plan Review**

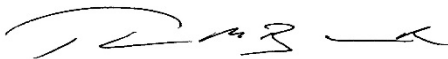
Walid,

It is our understanding that the Town of Monument would like a letter from the Falcon Commerce Center Design Review Board ("DRB") citing our approval of the Alpine Auto Final PUD Plan Review. This letter shall serve that purpose, and we think it is also important to note some of the key design items that were improved over the four submittals to the DRB as follows:

- The south elevation and primary entrance, which is driven by the Buick-GMC brand requirements, we found satisfactory in the initial submittal.
- Our focus was breaking-up the massing, particularly of the west and east elevations.
 - Windows were added to the administrative building section (middle)
 - Different colors were added
 - Additional building signage was added to the administrative building section (middle)
 - Different building materials were incorporated throughout
 - On the car wash building, a stone veneer wainscoting was also added
 - Varying roof line heights were utilized
 - Steel vegetation screens were added to provide depth and texture and break up the mass of the service area (north section)

Should you need anything else, please do not hesitate to contact me.

Sincerely,



Thomas M. Blunk
Falcon Commerce Center DRB Administrator

CC: Andrea Barlow – N.E.S., Inc.
Brooks Swenson – N.E.S., Inc.
Jane Dickinson Kress – Forest Lakes, LLC



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SFrear@mullikenlaw.com

April 29, 2026

Mr. Thomas Blunk
Forest Lakes, LLC
c/o CP Real Estate Capital
1123 Emerson Ave, Ste 204
Evanston, IL 60201

Re: Attorney Opinion

Dear Tom:

The purpose of this letter is to provide an opinion on whether or not the Town of Monument Land Development Code ("Code") permits the Town Council to approve a final PUD plan that differs from the preliminary PUD plan for the same property.

After reviewing the Code, and specifically Chapter 18.03.460 of the Code, my opinion is that yes, the Town Council may approve a final PUD plan that differs from the approved preliminary PUD plan for the same property. Chapter 18.03.460, subpart D., of the Code addresses the criteria for review of a final PUD plan application. The first review criteria under subpart D is the relevant criteria to this question and reads, "The final PUD conforms to *or is consistent with* the preliminary PUD;" (emphasis added). The plain language of the Code, written in the alternative, must logically be read to permit approval with variations.

Please let me know if I may assist with further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sara M. Frear", is written over a horizontal line.

Sara M. Frear

SMF:cjs

cc: Ms. Andrea Barlow

ALPINE DEALERSHIP AT FALCON COMMERCE CENTER

TOWN OF MONUMENT, COLORADO

FINAL PUD PLAN

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO

Alpine Dealership at Falcon Commerce Center Zoning Regulations & Development Guidelines:

Zoning Regulations:

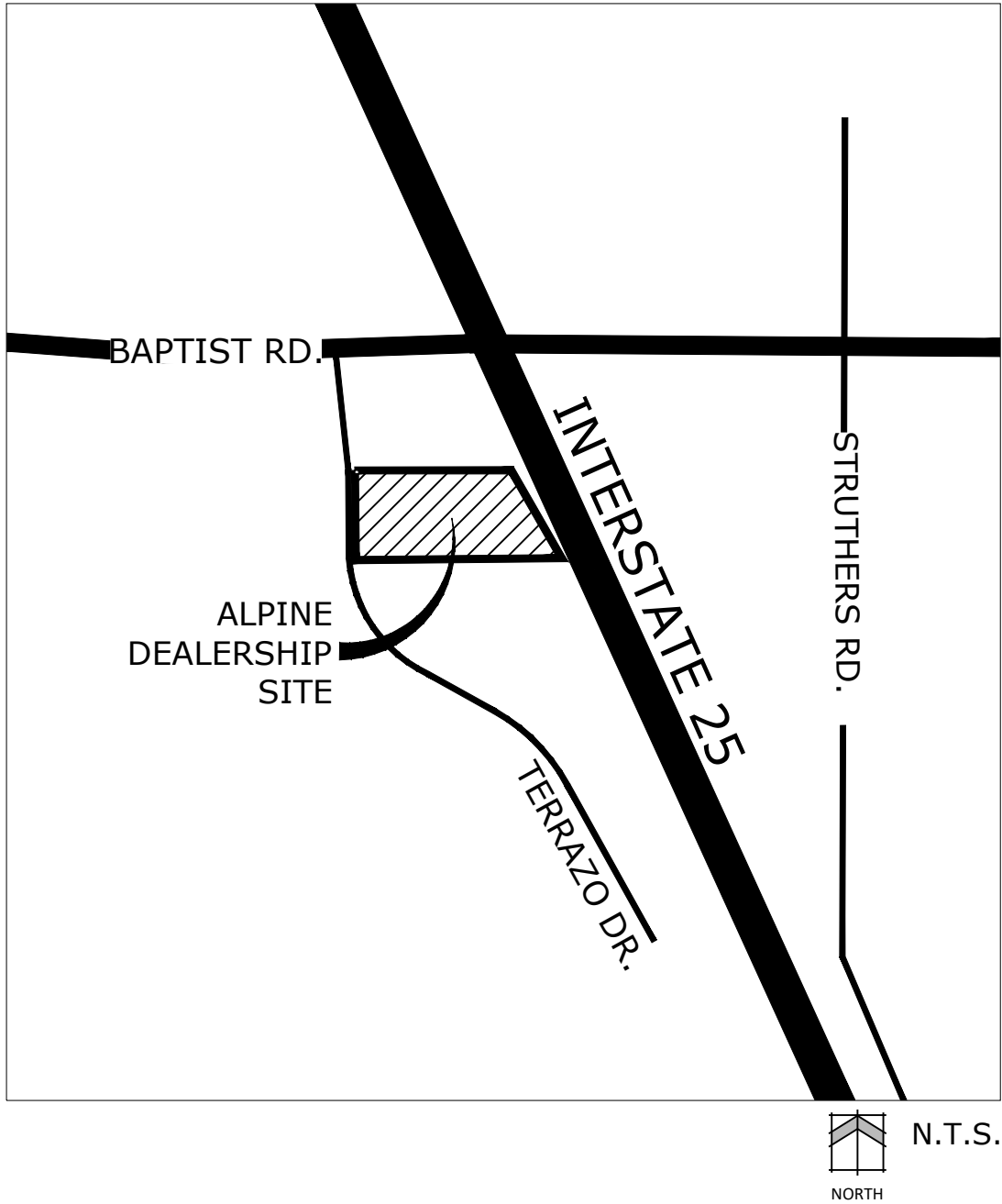
- Adoption/Authorization. The Town Council has adopted this Final PUD Plan and zoning regulations for the Alpine Dealership at Falcon Commerce Center pursuant to Chapter 18 of the Monument Municipal Code after appropriate public notice and hearing.
- Applicability. The provisions of this Final PUD Plan and zoning regulations shall run with the land and bind all landowners of record, their successors, heirs, or assigns of the land as approved by the Town Council.
- Maximum level of development. The maximum level of development within this final PUD established use areas is the maximum allowed for platting development.
- Relationship to Town regulations. The provisions of this Final PUD Plan and these zoning regulations shall prevail and govern this planned unit development.
- Definitions. The standard definitions found in the Monument Municipal Code Chapter 18.07 shall apply to this planned unit development, except as modified or otherwise defined in the Development Guidelines herein.
- Overall Project Standards. The recorded Falcon Commerce Center Phase 2 Preliminary PUD Plan (Rec. No. 222108422) for planned mixed-use development with a variety of civic, commercial, industrial, institutional, medical, office, residential, warehouse and distribution, and open space uses provides the zoning, land use, and development parameters for this Final PUD Plan. The Alpine Dealership at Falcon Commerce Center Final PUD Plan further refines and defines the zoning regulations, permitted land uses, and development standards for this portion of the property.
- Severability of Provisions. In the event that any provisions hereof shall be determined to be illegal or void by the final order of any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Development Guidelines:

- Project Description: The Alpine Buick GMC Dealership at Falcon Commerce Center is a planned for automotive sales, service and repair.
- Allowed Uses.
 - Permitted Uses: The permitted uses for the Alpine Dealership at Falcon Commerce Center Final PUD Plan for automotive sales, service and repair.
 - Temporary Uses. Temporary uses shall be subject to the provisions of section 18.03.350 of the Town's Municipal Code, as amended.
 - Accessory Structures. Accessory Structures must comply with development standard in Item (3) of these guidelines and shall be subject to the provisions of section 18.03.340 of the Town's Municipal Code, as amended.
- Development Standards.
 - Maximum Building Height:
 - Allowed: Seventy (70) Feet (Per Approved Preliminary PUD Plan)
 - Proposed: Twenty Five (25) Feet (For this Final PUD)
 - Minimum Building Setbacks:
 - Terrazzo Drive: Twenty (20) Foot
 - I-25: Twenty Five (50) Foot
 - Northern Boundary: Ten (10) Foot
 - Southern Boundary: Ten (10) Foot
 - Maximum Lot Coverage: Forty (40) percent of lot area for all non-residential uses.
 - Proposed Lot Coverage: 20%
- Design Standards: The Declarations of Covenants, Conditions, Restrictions and Easements (CC&Rs) for Falcon Commerce Center were recorded on August 31st, 2017. These reference Development and Design Guidelines dated August 1st, 2017 (subsequently updated October 1, 2021), which include specifications relating to site design, lighting design, sign design, landscape design and architectural design. Through the Pinon Pines Metropolitan District No. 3 or Forest Lakes Metropolitan District, the Falcon Commerce Center Design Review Board will enforce the CC&Rs, provide design review services, and enforce maintenance standards for Falcon Commerce Center.
 - Architectural and site design standards:
 - Building Elevations: Building elevations must provide an overall balance of architectural composition form and detail on all four sides to reduce building mass. Large, flat, unarticulated surfaces are not encouraged. Changes in vertical or horizontal plane, roof design, architectural elements, and changes in materials and color application are acceptable means of reducing mass.
 - Building Design: Four-sided/360-degree architectural treatment is encouraged. External details in building facades, entries, stairways, retaining walls and other features provide visual interests, enrichment, and texture to buildings.
 - Rooftop Forms: Rooftop forms should be broken to create variety in the roof-scape, avoiding singular, large or continuous roof lines or planes.
 - Building Materials: The materials of Falcon Commerce Center emphasize natural, earthen materials manufactured in units measurable in human proportions. Exterior materials should be aesthetically pleasing, of a high quality and durable. Visual continuity is desired throughout the development. Metal panel buildings are prohibited in Falcon Commerce Center, however, metal accents, awnings, etc... are allowed subject to Design Review Board approval.
 - Material Colors: The colors of Falcon Commerce Center are centered on the muted and weathered colors found in the high plains environment, typically saturated by grey. Bright colors, while allowed, should be limited in area and application, and should be used to access elements such as architectural details, door and window frames, patterns and accessory elements.

- Lighting: All free-standing lighting shall be similar in design style, form, and color while reflecting the architectural style and character of the building and the overall design theme of Falcon Commerce Center. Lighting shall comply with the standards of the Town Code and Falcon Commerce Center Design Guidelines. Exterior lighting may not include unshielded building mounted lighting or neon or gas lighting on buildings.
 - Signs: Signs should be designed in a comprehensive manner which is compatible with the overall site landscape and architectural design of Falcon Commerce Center. All permanent signs for any project are intended to have an integrated theme related to the architectural character of the building. Flashing, neon, moving or animated signs are not permitted. All signs should comply with applicable sign requirements of Chapter 18.06 of the Town's Municipal Code, as amended. Town sign permits are required, and review and approval by the Design Review Board is necessary prior to the installation/construction of any permanent or temporary signage.
 - Screening:
 - Service areas should be visually unobtrusive and should be integrated into the site design and building architecture. Service entrances, loading docks/areas, waste disposable areas, utility equipment and similar components should be oriented away from streets, open space, view corridors, primary building entrances and adjacent buildings, to the extent the site allows, or otherwise adequately screened.
 - All ground mounted or rooftop equipment, storage or trash enclosures should be screened, including, but not limited to, air conditioning, heating or ventilating equipment, trash dumpsters, air compressors, emergency generators and similar equipment. Screening should extend to the top of any such equipment.
- Landscape Standards: All Final PUD Plan submittals within Falcon Commerce Center Phase 2 shall include a landscape plan and irrigation plan that conforms to the minimum specifications of the Design and Development Guidelines and requires review by the Design Review Board. Notwithstanding anything contained herein to the contrary, in the interest of water conservation, Xeriscape landscape design is strongly encouraged.
 - Landscape Setbacks:
 - Interstate 25: Twenty-five (25) foot.
 - Terrazzo Drive: Twenty (20) foot.
 - South boundary: Ten (10) foot if Area D is developed for non-residential uses; twenty five (25) foot if Area D is developed for residential.
 - Right of Way Landscaping: Right of way landscaping at Falcon Commerce Center should present a visually cohesive open space system. Similar landscaping treatments should be used at all entrances and intersections. Plant materials, rock mulching, massing, spacing, height, and characteristics should reinforce the hierarchy of roadways.
 - Collector/Arterial Streets: 20' minimum landscape setback required. One (1) tree per 20 linear feet of the right of way length. No ornamental trees are to be placed in this category of right of way. Forty percent (40%) of the trees in this category should be a large evergreen species.
 - Minor Arterials or Non-Arterial Streets: 10' minimum landscape setback required. One (1) tree per 30 feet of linear feet of the right of way length.
 - Entryway Landscaping: Additional focus and plant materials should be placed at the entry-ways of developments. Focused design in these areas should create a sense of arrival and placement.
 - Parking Lot Landscaping: Two thirds (2/3) of any parking lot fronting a right of way or shared property boundary is to be screened by 3-foot height plant materials. Thirty percent (30%) of the screening shall be evergreen or extended seasonal value substitute.
 - Building Site and Foundation Landscaping: Landscaping shall be provided at the perimeter of buildings in a manner to identify, enhance and soften building entrances, and to accentuate building architecture.
 - Landscape Buffers and Screening:
 - Buffers: Landscape buffers are required between non-residential and residential uses to soften and filter the varying uses. These buffers are to be a minimum of 15' in width unless approved otherwise by the Design Review Board. When a buffer is required, 1 tree per 30 linear feet of the buffer length is to be provided. Fifty percent (50%) of the trees in the buffer are to be an evergreen species.
 - Screening & Screen Walls: Landscape screening shall be provided for all trash enclosures, mechanical equipment and loading areas. Screening of these areas should include some variety of upright planting materials and/or ornamental tree plantings that visually hide the noted improvements. The use of walls and fences is a requirement for any improvements over 4 feet in height and is to be in conjunction with all required screening planting. Screen walls may be used in conjunction with landscape berms, and the combined height will vary depending on what trying to shield, but generally eight (8') feet tall. For screen walls, the Falcon Commerce Center park standard is a stone veneer over block wall.
- Definitions: The following definitions modify the standard definitions in Chapter 18.07 the Monument Municipal Code and shall apply to this planned unit development:
 - LOT COVERAGE: The percentage of the lot area that may be covered by all of the footprints of the buildings and structures on a lot including detached garages, carports, sheds, gazebos, covered patios and decks. Driveways, dock areas, surface parking, uncovered patios and decks, and other impervious surfaces are not included.
 - Open Space Compliance: Open space requirements outlined in the Monument Municipal Code Section 18.05.140 are intended to be satisfied at the larger development scale. The Falcon Commerce Center Phase 2 Park Plan is designed to fulfill the open space obligations for the entirety of the Falcon Commerce Center, including this PUD. This submittal relies on the approved Phase 2 Park Plan to meet applicable open space requirements.

Vicinity Map



Site Data:

Tax ID:	71350-00-035
Total Area:	12.50 Acres (544,528 SF)
Zoning:	PUD (Ord.# 16-2020)
Sketch Plan:	Falcon Commerce Sketch Plan (Ord.# 16-2020)
Preliminary PUD Plan:	Falcon Commerce Center Phase 2 (Resolution No. 56-2022)
Existing Use:	Vacant
Proposed Use:	Commercial - Automotive Sales, Service and Repair
Development Schedule:	2025-2026
Proposed Building Size:	Building A - 65,096 sq.ft. Building B - 37,829 sq.ft. Car Wash - 7,486 sq.ft. 110,411 sq.ft. (20%) Building A - 25 ft Building B - 25 ft Car Wash - 22 ft
Proposed Lot Coverage:	
Proposed Building Height:	

OFF-STREET PARKING REQUIRED PER TABLE 5.1 OF SECTION 18.05.215					
REQUIREMENT		SPACE USAGE		SPACES	
				STRUCTURE REQUIRED	
1 SPACE/450 SF OF FLOOR AREA	SHOWROOM/ADMINISTRATIVE	26,780	(Building A)	60	
4 SPACES/SERVICE BAY	42 SERVICE BAYS	38,316	(Building A)	168	
TOTAL SQFT (Building A)		65,096		228	
1 SPACE/450 SF OF FLOOR AREA	SHOWROOM/ADMINISTRATIVE	15,563	(Building B)	35	
4 SPACES/SERVICE BAY	34 SERVICE BAYS	22,266	(Building B)	136	
TOTAL SQFT (Building B)		37,829		171	
1 SPACE/10% OUTSIDE VEHICLE DISPLAY AREA		254 DISPLAY SPACES		26	
TOTAL REQUIRED				425	
TOTAL PROVIDED				679	
PHASE 1 TOTAL				574	

Project Team:

Applicant:	Alpine Buick GMC 1313 Motor City Dr Colorado Springs, CO 80905
Owner:	Drawe Holdings , LLC 3106 W County Line Rd Highlands Ranch, CO 80129
Planner/ Landscape Architecture:	NES Inc. 619 N. Cascade Avenue, Suite 200 Colorado Springs, CO 80903 (719) 471-0073
Engineer:	Kiowa Engineering Corporation 5951 S. Middlefield RD STE 200 Littleton, CO, 80903
Surveyor:	Edward-James Surveying, Inc. 926 Elkton Dr, Colorado Springs, CO, 80907
Architect:	Wesnae Architecture & Engineering 2109 Wadsworth Blvd Ste 303 Lakewood, CO 80227

SHEET INDEX:

1 OF 15:	Cover Sheet
2 OF 15:	Final PUD Site Plan
3 OF 15:	Phase 1 - Interim Plan
4 OF 15:	Preliminary Utility Plan
5 OF 15:	Preliminary Grading Plan
6 OF 15:	Landscape Details & Notes
7 OF 15:	Preliminary Landscape Plan
8 OF 15:	Preliminary Landscape Plan
9 OF 15:	Architectural Elevations
10 OF 15:	Architectural Elevations
11 OF 15:	Architectural Elevations
12 OF 15:	Floor Plans
13 OF 15:	Photometric Plan
14 OF 15:	Sign Plan & Elevations
15 OF 15:	Architectural Sign Elevations

Signature Blocks:

OWNERSHIP CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT FOREST LAKES LLC

BEING THE OWNER(S), OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE UNDERSIGNED ARE ALL OF THE OWNERS OF CERTAIN LANDS KNOWN AS
ALPINE DEALERSHIP AT FALCON COMMERCE CENTER IN THE TOWN OF MONUMENT.

*REFERENCE LEGAL DESCRIPTION

OWNER(S) SIGNATURE(S) (NOTARIZED):

DAN DICKINSON

STATE OF MISSOURI)

) ss:
COUNTY OF JACKSON)

SIGNED THIS ____ DAY OF _____, 20____, COUNTY _____, STATE _____

NOTARY SIGNATURE

MY COMMISSION EXPIRES

TITLE CERTIFICATION:

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

AUTHORIZED SIGNATURE (NOTARIZED SIGNATURE)

SIGNED THIS ____ DAY OF _____, 20____

STATE OF COLORADO)

) ss: COUNTY OF EL PASO)

SIGNED THIS ____ DAY OF _____, 20____, COUNTY _____, STATE _____

NOTARY SIGNATURE

MY COMMISSION EXPIRES

TOWN CERTIFICATION:

THE FINAL PUD FOR THE ALPINE DEALERSHIP AT FALCON COMMERCE CENTER PLANNED
UNIT DEVELOPMENT IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MONUMENT,
COLORADO, ON THIS ____ DAY OF _____, 20____.

MAYOR

DATE

ATTEST:

TOWN CLERK

DATE

SURVEYOR'S CERTIFICATE:

I, _____, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION
REPRESENTED BY THE ALPINE DEALERSHIP AT FALCON COMMERCE CENTER FINAL PUD
WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY
EXIST AND THIS PUD ACCURATELY REPRESENTS THAT SURVEY.

PROFESSIONAL LAND SURVEYOR

RECORDING STAMP

FOREST LAKES METROPOLITAN DISTRICT

NAME

DATE

THESE PLANS HAVE BEEN REVIEWED ONLY FOR GENERAL CONFORMANCE WITH THE RULES,
REGULATIONS, AND POLICIES OF THE FOREST LAKES METROPOLITAN DISTRICT. APPROVAL OF
THIS PLANNING DOCUMENT DOES NOT CONSTITUTE AS AN APPROVAL FOR ALTERATION,
EXTENSION, OR CONNECTION TO ANY FOREST LAKES WATER OR SEWER INFRASTRUCTURE.

Legal Description:

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:A PORTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAPTIST ROAD AS DESCRIBED AS PARCEL NO: 28 Rev., IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 208093631, RECORDS OF EL PASO COUNTY, BEING MONUMENTED ON THE WESTERLY END BY A 3-1/2" ALUMINUM CDOT ROW CAP STAMPED "PLS 26968 AND AT THE EASTERLY END BY A 1-1/2" ALUMINUM CAP STAMPED "CCES PLS 30118" FOUND .2' BELOW GROUND, ASSUMED TO BEAR N83°54'13" A DISTANCE OF 377.02 FEET. BEARINGS ARE BASED ON THE SURVEY RECORDED UNDER RECEPTION NUMBER 217900186, RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, THENCE S52°31'18"E, A DISTANCE OF 1,550.21 FEET TO THE SOUTHEAST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCIAL CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 200714637, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°10'39"E, ON THE EASTERLY LINE OF SAID TERRAZZO DRIVE, A DISTANCE OF 319.69 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, PILOT TRAVEL CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 217714044, THENCE S85°12'25"E, ON SAID SOUTHERLY LINE, A DISTANCE OF 988.73 FEET, TO A POINT ON THE EASTERLY LINE OF THE LAND SURVEY RECORDED UNDER RECEPTION 217900186, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25; THENCE ON THE EASTERLY LINE OF SAID SURVEY, FOLLOWING TWO (2) COURSES:

- S32°13'25"E, A DISTANCE OF 125.45 FEET;
- S28°23'02"E, A DISTANCE OF 392.29 FEET;

THENCE N90°00'00"W, A DISTANCE OF 1,238.10 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N85°51'53"E, HAVING A DELTA OF 04°18'46", A RADIUS OF 780.00 FEET; A DISTANCE OF 58.71 FEET TO A POINT OF TANGENT; THENCE N00°10'39"E, A DISTANCE OF 155.52 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 544,528 SQUARE FEET OR 12.501 ACRES.

General Notes:

- No uses shall be permitted that would generate toxic materials or waste that exceed federal, state and local regulations.
- Water and wastewater will be provided and maintained by the Forest Lakes Metropolitan District.
- All Final Plats shall comply with Section 18.02.330, Land Dedication Standards, of the Town of Monument Municipal Code (2021) by either the dedication of park land or by payment of fees in lieu of park land dedication. The Town Council shall determine the requirement with each final plat filing.
- FLOODPLAIN STATEMENT: FEMA Floodplain Map No. 08041C0286G, dated December 7, 2018, indicates the area in the vicinity of this parcel of land to be a zone x(area determined to be out of the 500 year floodplain).
- NOTICE: This property may be impacted by noise and other similar sensory effects of flight caused by aircraft both in the United States Air Force Academy's Airmanship Program and during special events. This notice shall remain in effect until the Air Force Academy shall cease to be used for flight training purposes, or until all airports on the Air Force Academy shall cease to be actively used. This notice shall run in perpetuity with the land.
- A private avigation easement acknowledging the USAFA airmanship program will be established prior to recordation of the final subdivision plat(s) for this development.
- The Falcon Commerce Center Design Review Board and Forest Lakes Metropolitan District will enforce the design guidelines, provide design review services and exercise the functions of the design review board for Alpine Dealership at Falcon Commerce Center.
- The proposed facility is an automobile dealership for vehicle sales (new and pre-owned), automobile service, parts sales and parts for the service shop, and a car wash. The hours of operation are as follows: Sales: Monday through Saturday from 9:00 a.m. to 8:00 p.m. Service and Parts: 7:00 a.m-6:00 p.m., Monday through Friday; and 8:00 a.m. to 5:00 p.m. on Saturday. Closed Sundays.



N.E.S. Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903

Tel. 719.471.0073
Fax 719.471.0267

www.nescolorado.com

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PLANNER / LANDSCAPE ARCHITECT

IN ASSOCIATION WITH

ALPINE DEALERSHIP AT FALCON COMMERCE CENTER

FINAL PUD PLAN

TERRAZZO DRIVE

DATE: 03.1.2024
PROJECT MGR: A. BARLOW
PREPARED BY: B. SWENSON

STAMP

ENTITLEMENT

DATE:	BY:	DESCRIPTION:
03.13.2024	JBS	SUBMITTAL TO FCC DRB
04.16.2024	JBS	SUBMITTAL TO FCC DRB
05.07.2024	JBS	SUBMITTAL TO TOWN OF MONUMENT
05.29.2025	CAD	SECOND SUBMITTAL TO TOWN OF MONUMENT
09.25.2025	JBS	SUBMITTAL FCC DRB
10.10.2025	JBS	THIRD SUBMITTAL TOWN OF MONUMENT
12.23.2025	JBS	FOURTH SUBMITTAL TOWN OF MONUMENT

COVER SHEET

1

1 OF 15

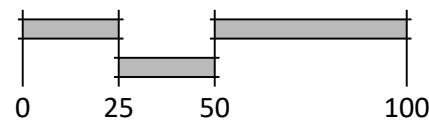
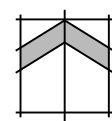
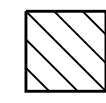
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LEGEND:

NOT PART OF THIS PRELIMINARY PLAN:
PRELIMINARY/FINAL PUD PLAN SUBMITTAL
APPROVED OR UNDER SEPARATE REVIEW

PROPERTY LINE:
EASEMENTS:
SETBACKS:



NORTH

SCALE: 1" = 50'



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PLANNER / LANDSCAPE ARCHITECT

IN ASSOCIATION WITH

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AT FALCON
COMMERCE CENTER

FINAL PUD PLAN

TERRAZZO DRIVE

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12.23.2025	JBS	FOURTH SUBMITTAL TOWN OF MONUMENT

SHEET TITLE

FINAL PUD SITE PLAN

2

2 OF 15

PLAN FILE #

2024-008-PUD/Final Plat

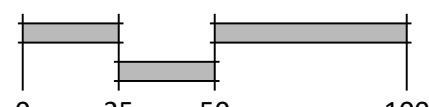


DATE: 03.1.2024
PROJECT MGR: A. BARLOW
PREPARED BY: B. SWENSON

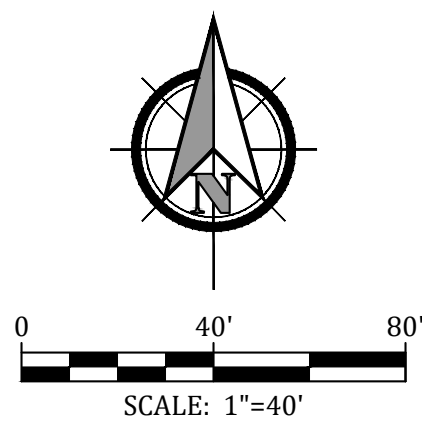
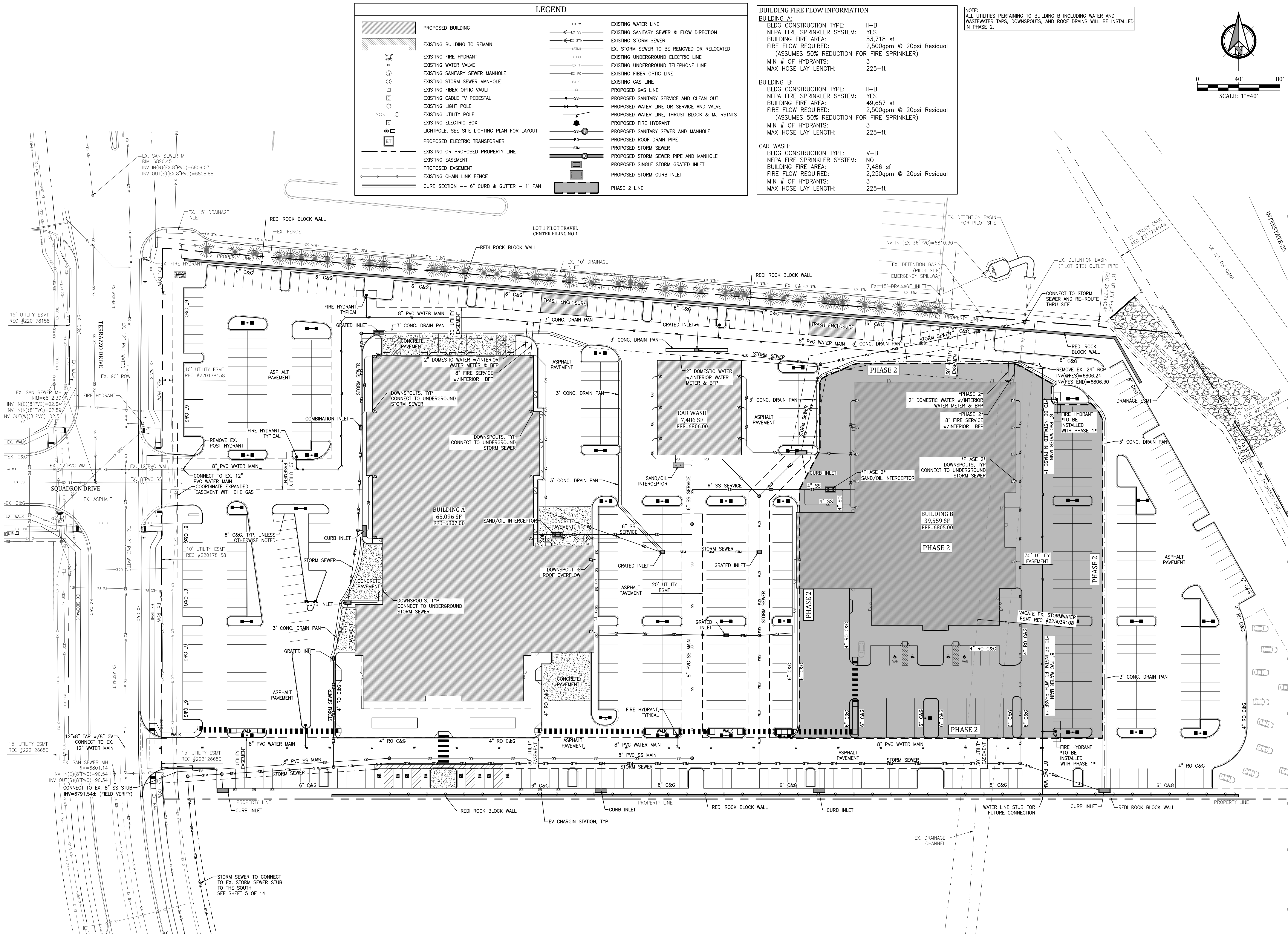
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	05.07.2024	JBS	SUBMITTAL TO TOWN OF MONUMENT
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	10.10.2025	JBS	THIRD SUBMITTAL TOWN OF MONUMENT
	12.23.2025	JBS	FOURTH SUBMITTAL TOWN OF MONUMENT

3 OF 15

#2024-008-PUD/Final Plat



SCALE: 1" = 50'



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ALPINE DEALERSHIP AT FALCON COMMERCE CENTER

FINAL PUD PLAN

W. BAPTIST ROAD

DATE: 05/01/2024
PROJECT MGR: MWE
PREPARED BY: JIM

ENTITLEMENT

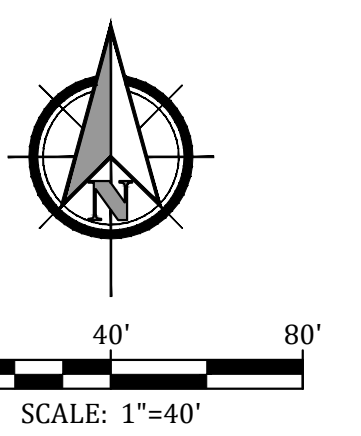
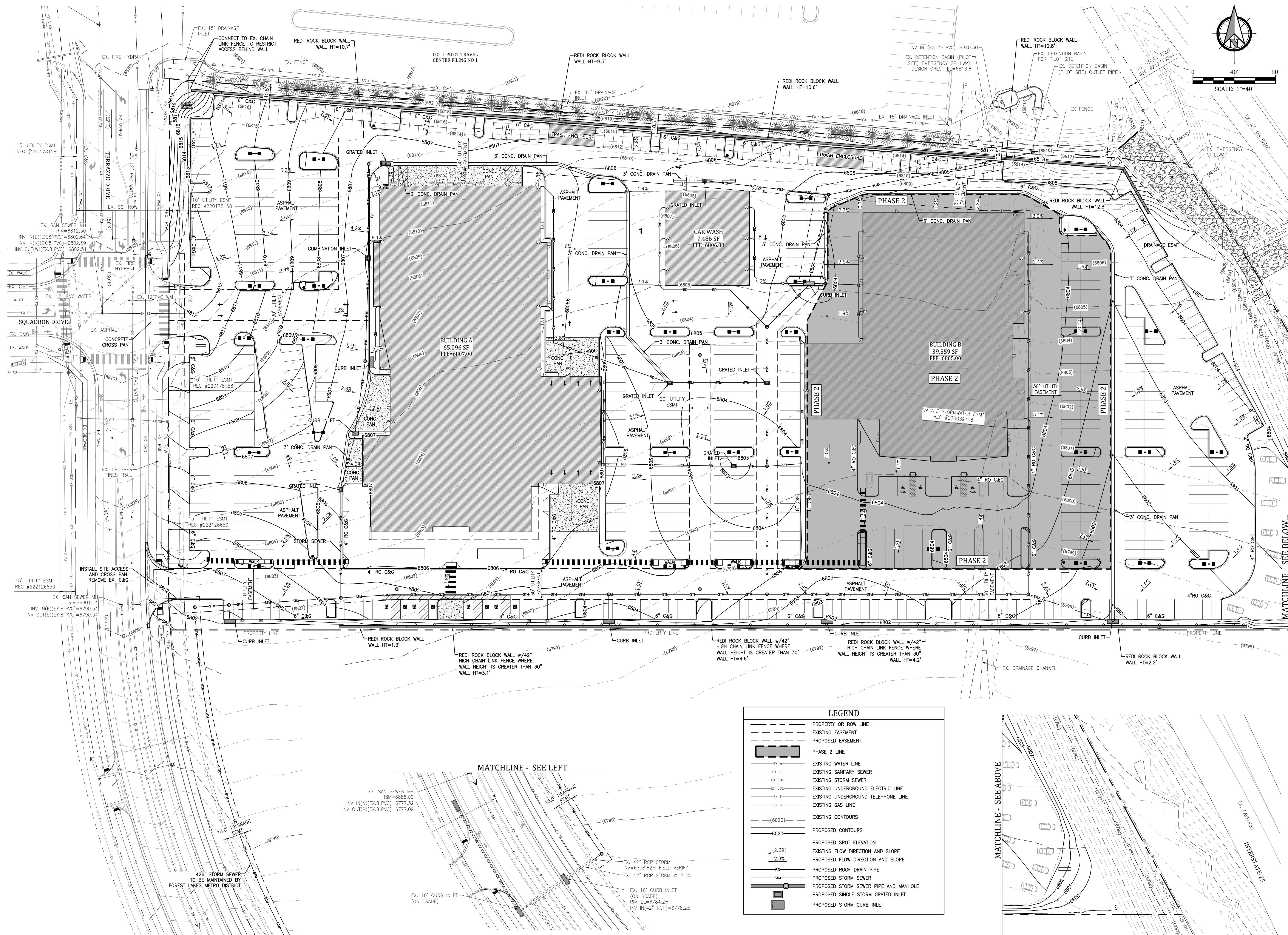
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05/30/2025	JIM	2ND SUBMITTAL
07/25/2025	JIM	3RD SUBMITTAL
12/22/2025	JIM	4TH SUBMITTAL

FINAL UTILITY PLAN

4

4 OF 15

CPC #





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Kiowa Engineering Corporation
5951 Middlefield Road Suite 200
Littleton, Colorado 80123
(303) 692-0369

ALPINE DEALERSHIP
AT FALCON
COMMERCE CENTER

FINAL PUD PLAN

W. BAPTIST ROAD

DATE: 05/01/2024
PROJECT MGR: MWE
PREPARED BY: JIM

ENTITLEMENT

DATE:	BY:	DESCRIPTION:
05/01/2024	MWE	INITIAL SUBMITTAL
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07/25/2025	JIM	3RD SUBMITTAL
12/22/2025	JIM	4TH SUBMITTAL

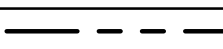
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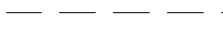
5 of 15

CPC #

LEGEND



PROPERTY OR ROW LINE



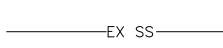
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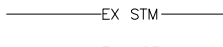
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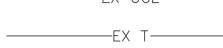
PHASE 2 LINE



EXISTING WATER LINE



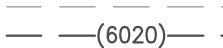
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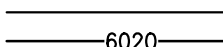
EXISTING STORM SEWER



EXISTING UNDERGROUND ELECTRIC LINE



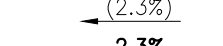
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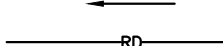
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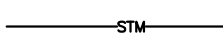
EXISTING CONTOURS



PROPOSED CONTOURS



PROPOSED SPOT ELEVATION



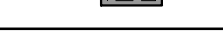
EXISTING FLOW DIRECTION AND SLOPE



PROPOSED FLOW DIRECTION AND SLOPE



PROPOSED ROOF DRAIN PIPE



PROPOSED STORM SEWER PIPE AND MANHOLE



PROPOSED SINGLE STORM GRATED INLET



PROPOSED STORM CURB INLET



1. ALL NATIVE SEED AREAS SHALL HAVE A TEMPORARY ABOVE-GROUND SPRAY IRRIGATION SYSTEM UTILIZED UNTIL SEED IS ESTABLISHED, AND ALL TREES AND SHRUBS WITHIN NATIVE SEED AREAS SHALL HAVE A PERMANENT DRIP IRRIGATION SYSTEM.
2. NO SOIL SHALL BE PLANTED ON SLOPES IN EXCESS OF 6:1 GRADIENT.
3. CONTRACTOR TO APPLY EROSION CONTROL BLANKET TO ALL SEED AREAS WITH GREATER THAN 3:1 SLOPES.
4. CONTRACTOR TO UTILIZE STOCKPILED TOPSOIL FROM GRADING OPERATION AS AVAILABLE. SOIL AMOUNT AND TYPE TO BE APPLIED BASED ON SOIL ANALYSIS WITH A MINIMUM OF 2 CUBIC YARDS/1000 S.F. AREA OF ORGANIC COMPOST TO BE INCORPORATED.
5. ALL PLANT SPECIES SHALL BE CHOSEN FROM THE TOWN OF MONUMENT PERMITTED PLANTS LIST. NATIVE AND DROUGHT RESISTANT SPECIES ARE ENCOURAGED.
6. NO TREES AND NO PLANTS OVER 2 FEET TALL SHALL BE INSTALLED WITHIN 5 FEET OF ANY FIRE HYDRANTS.
7. NO PLANTING OR STRUCTURES SHALL BE ALLOWED OVER THE HEIGHT OF 30 INCHES ABOVE THE LEVEL OF THE ROADWAYS WITHIN A 15' SIGHT DISTANCE TRIANGLE AT THE CORNERS OF INTERSECTIONS.
8. THESE PLANS ARE FOR TOWN OF MONUMENT APPROVALS ONLY AND ARE NOT TO BE UTILIZED FOR CONSTRUCTION.

Street Name	Street Classification	Width Required	Linear Footage	Tree/feet Required	Trees Required/Provided	40% Evergreen Required/Provided	Setback Abbr. Denoted on Plan
Interstate 25	Freeway	25'	517'	1 / 20'	26/26	10/13	IS
Terrazzo Drive	Collector	10'	449'	1 / 20'	23/23	9/15	TD

No. of Vehicles Spaces Provided	Shade Trees (1/10 spaces) Required /Provided	Abbr. on Plan	Vehicle Lot Frontages	Length of Frontage (excluding driveways)
679	67 / 67	MV	Terrazzo Drive	362
			I-25	268

NET SITE AREA	INTERNAL AREA %	INTERNAL AREA REQ.	TREES (1 / 925 SF) Required/Provided		Abbr. on Plan
434,177 SF	10%	43,417 SF	47	47	IN

<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>HEIGHT</u>	<u>WIDTH</u>	<u>SIZE</u>	<u>CONDITION</u>
---------------	-------------	------------	--------------------------------	---------------	--------------	-------------	------------------

	Af	5	ACER GINNALA 'FLAME' / FLAME AMUR MAPLE	20'	20'	2.5" CAL.	B&B
	Ag	6	ACER GRANDIDENTATUM / BIGTOOTH MAPLE	30'	30'	2" CAL.	B&B
	AE	2	ACER RUBRUM 'AUTUMN FLAME' / AUTUMN FLAME RED MAPLE	40'	40'	1.5" CAL.	B&B
	As	10	ACER RUBRUM 'SUN VALLEY' / SUN VALLEY RED MAPLE	35'	25'	2" CAL.	B&B
	Gc	3	GLEDITSIA TRIACANTHOS V. INERMIS / THORNLESS COMMON HONEYLOCUST - 'NORTHERN ACCL	45'	35'	2" CAL.	B&B

	JC	38	JUNIPERUS CHINENSIS 'SPARTAN' / SPARTAN JUNIPER	15'	6'	6' HT.	B&B
	JS	28	JUNIPERUS SCOPULORUM 'SKYROCKET' / SKYROCKET JUNIPER	20'	3'	6' HT	B&B
	JW	39	JUNIPERUS SCOPULORUM 'WICHITA BLUE' / WICHITA BLUE JUNIPER	15'	6'	6' HT	B&B
	Pe	8	PINUS CEMBROIDES EDULIS / PINYON PINE	30'	20'	6' HT	B&B

	TM2	13	ACER TATARICUM 'GARANN' / HOT WINGS® TATARIAN MAPLE	25'	20'	1" CAL.	B&B
	Mp	7	MALUS X 'PROFUSION' / PROFUSION CRABAPPLE	20'	25'	2" CAL.	B&B
	SS2	4	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	20'	20'	1" CAL.	B&B

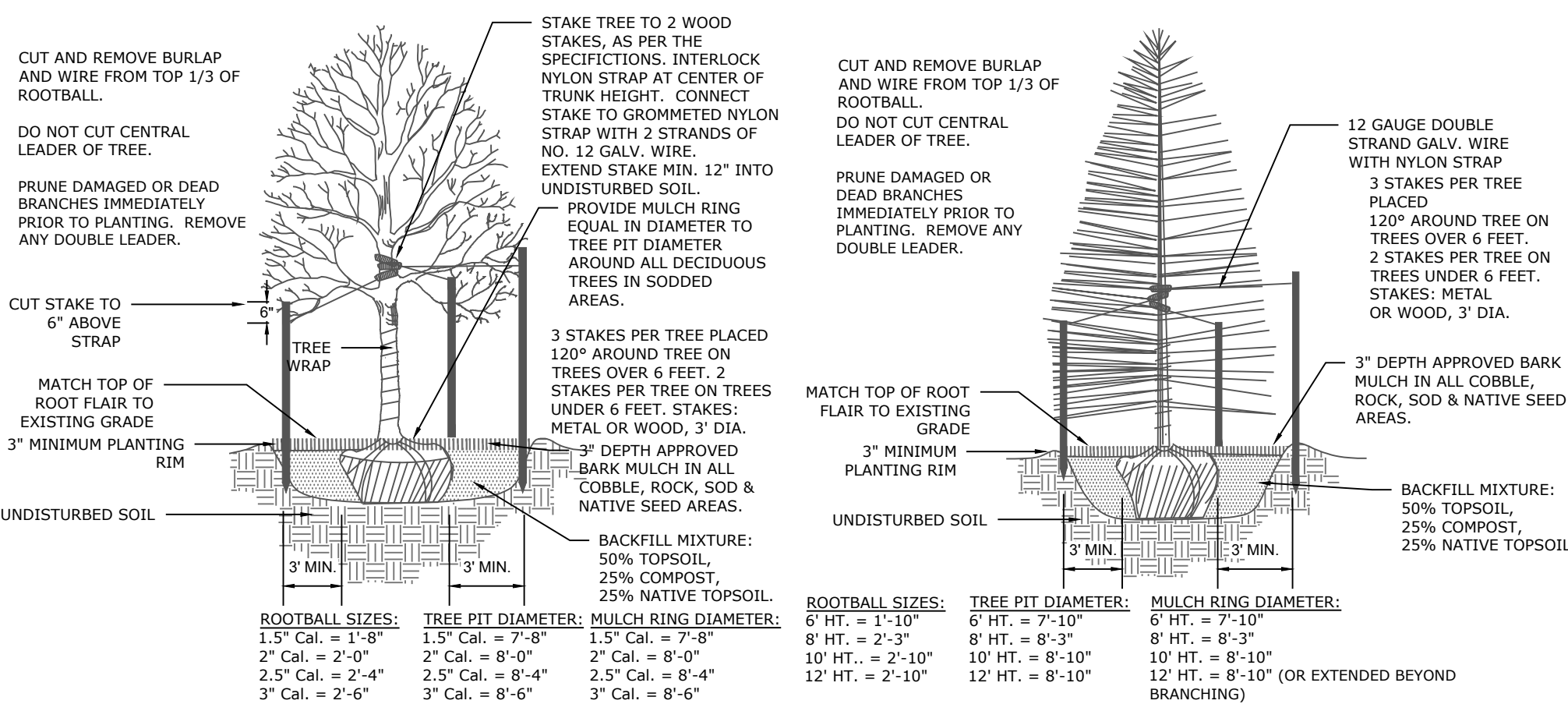
	Afl	72	ARTEMISIA FILIFOLIA / SAND SAGEBRUSH	5'	3'	5 GAL	CONT
	CB	152	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST SPIREA	3'	3'	5 GAL	CONT
	Cr	87	CENTRANTHUS RUBER / RED VALERIAN	3'	2'	5 GAL	CONT
	Ena	11	ERICAMERIA NAUSEOSA / RUBBER RABBITBRUSH	5'	5'	5 GAL	CONT
	Pmo	154	PHYSOCARPUS MONOGYNUS / MOUNTAIN NINEBARK	4'	4'	5 GAL	CONT
	SS	87	SPIRAEA JAPONICA 'LITTLE PRINCESS' / LITTLE PRINCESS JAPANESE SPIREA	3'	3-4'	5 GAL	CONT

	JHB	81	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / BLUE CHIP CREEPING JUNIPER	1'	6'	#5 CONT	CONT
	JST	24	JUNIPERUS SABINA 'TAMARISCIFOLIA' / TAMMY/TAMARIX JUNIPER	4'	6'	#5 CONT	CONT
	PMM	81	PINUS MUGO 'MOPS' / MOPS MUGO PINE	3'	3'	5 GAL	CONT

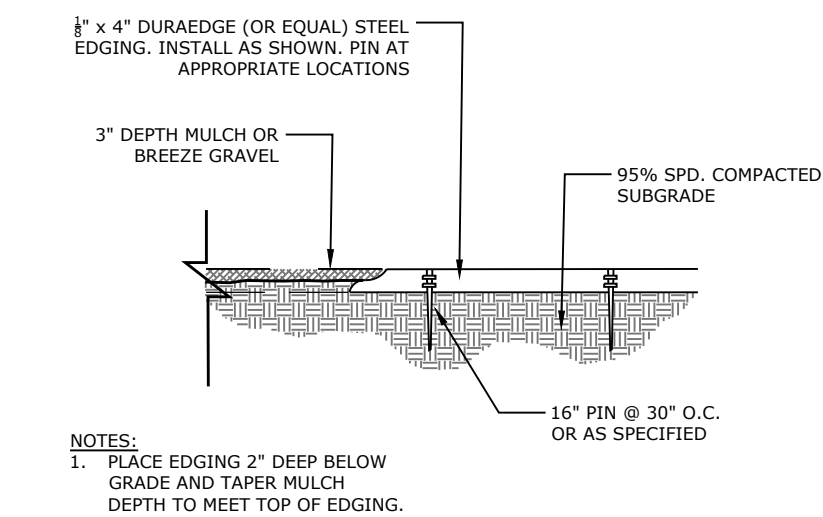
	DC	630	DESCHAMPSIA CESPITOSA 'NORTHERN LIGHTS' / NORTHERN LIGHTS TUFTED HAIR GRASS	3'	2'	5 GAL	CONT
	MG	53	MISCANTHUS SINENSIS 'GRACILLIMUS' / EULALIA GRASS	6'	4'	5 GAL	CONT
	Ph	416	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	5'	2'	5 GAL	CONT

	AM	44	ALLIUM X 'MILLENNIUM' / MILLENNIUM ORNAMENTAL ONION	1.5'	1.5'	1 GAL	CONT
	CR	3	CENTRANTHUS RUBER / RED VALERIAN	3'	2'	1 GAL	CONT

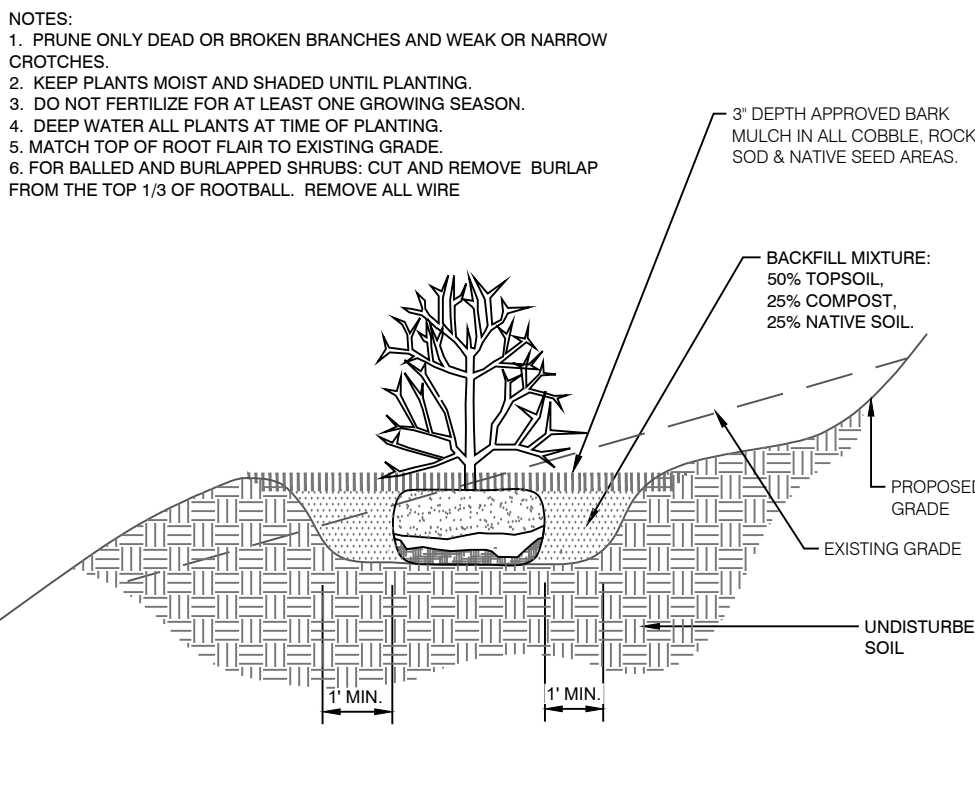
	CAM MA2	2	CAMPSIS X TAGLIABUANA 'MADAME GALEN' / MADAME GALEN TRUMPET VINE	15'	8'	#5 CONT	CONT
	POL VA3	4	POLYGONUM AUBERTII 'VARIEGATA' / VARIEGATED SILVERLACE VINE	15'	8'	#5 CONT	CONT



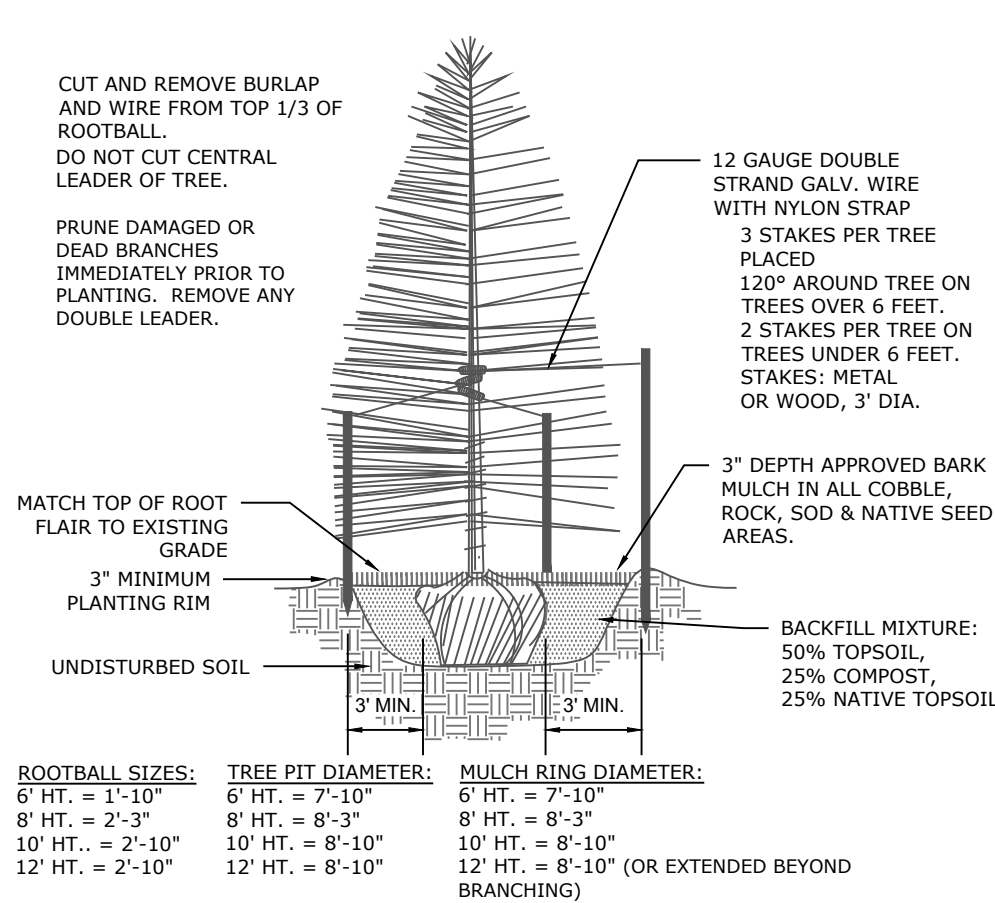
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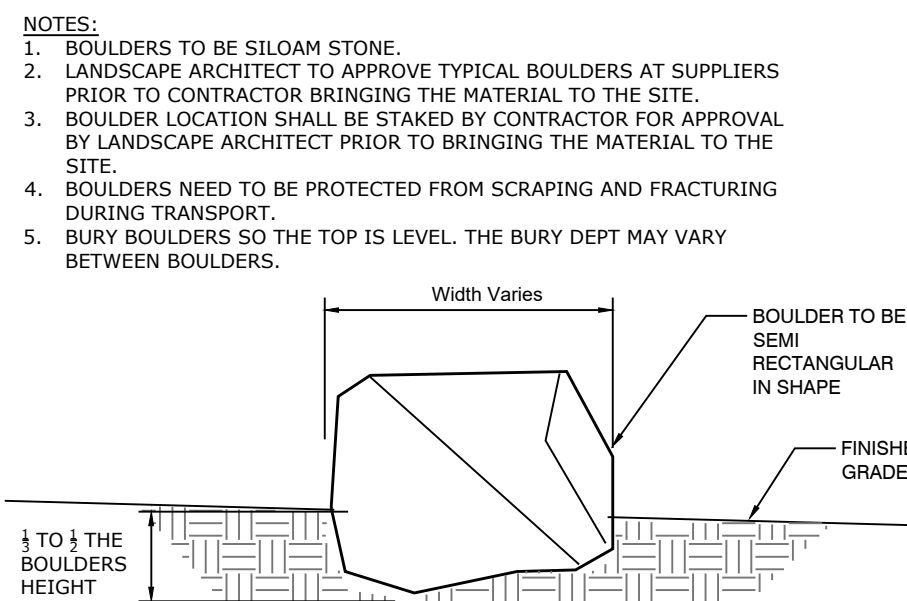
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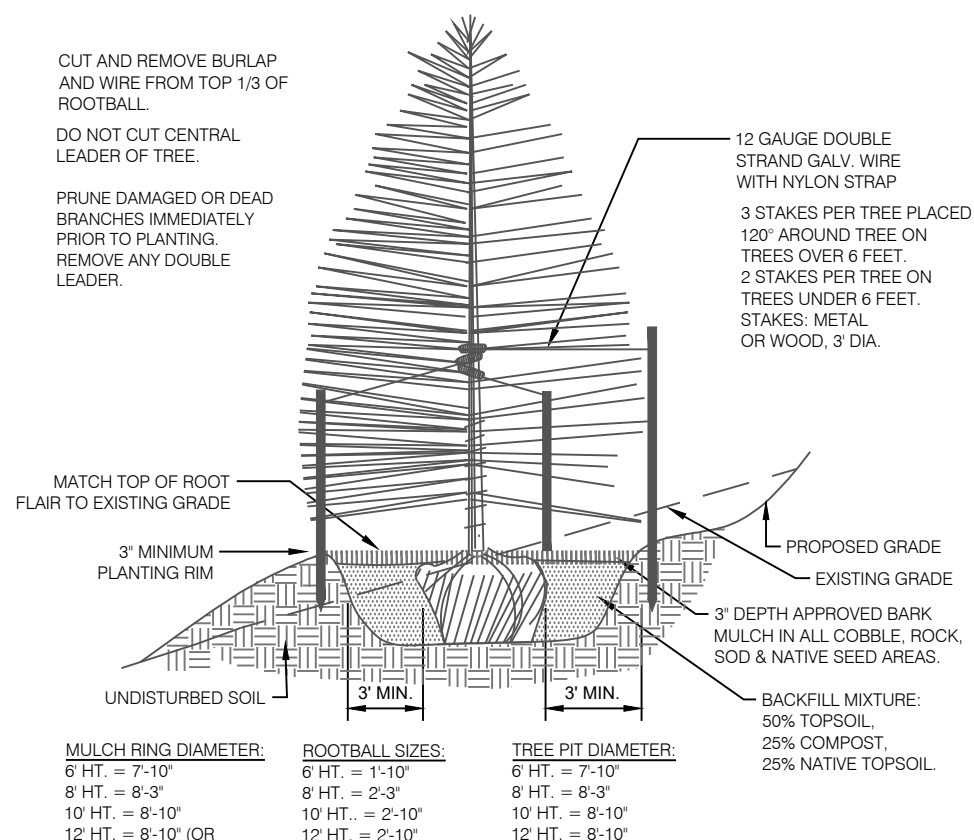
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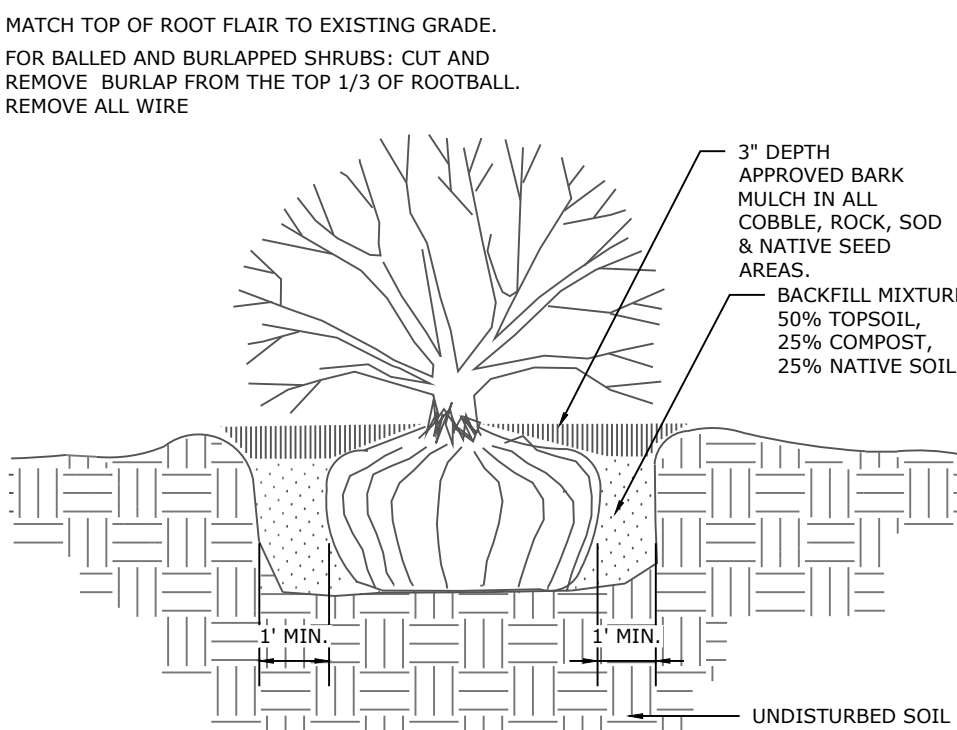
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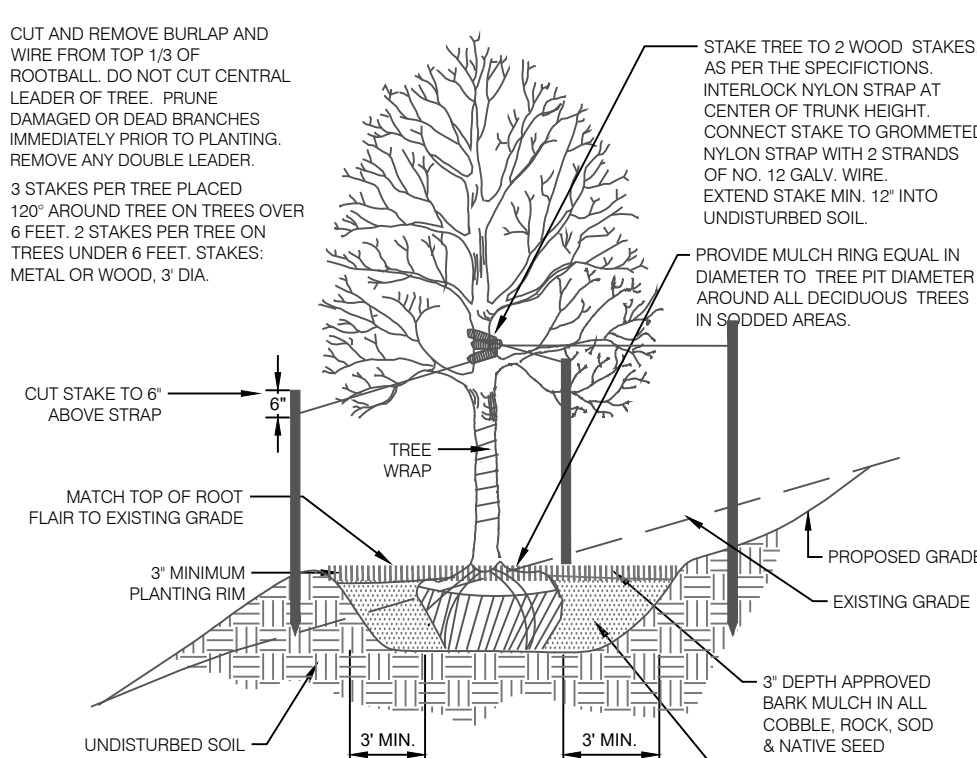
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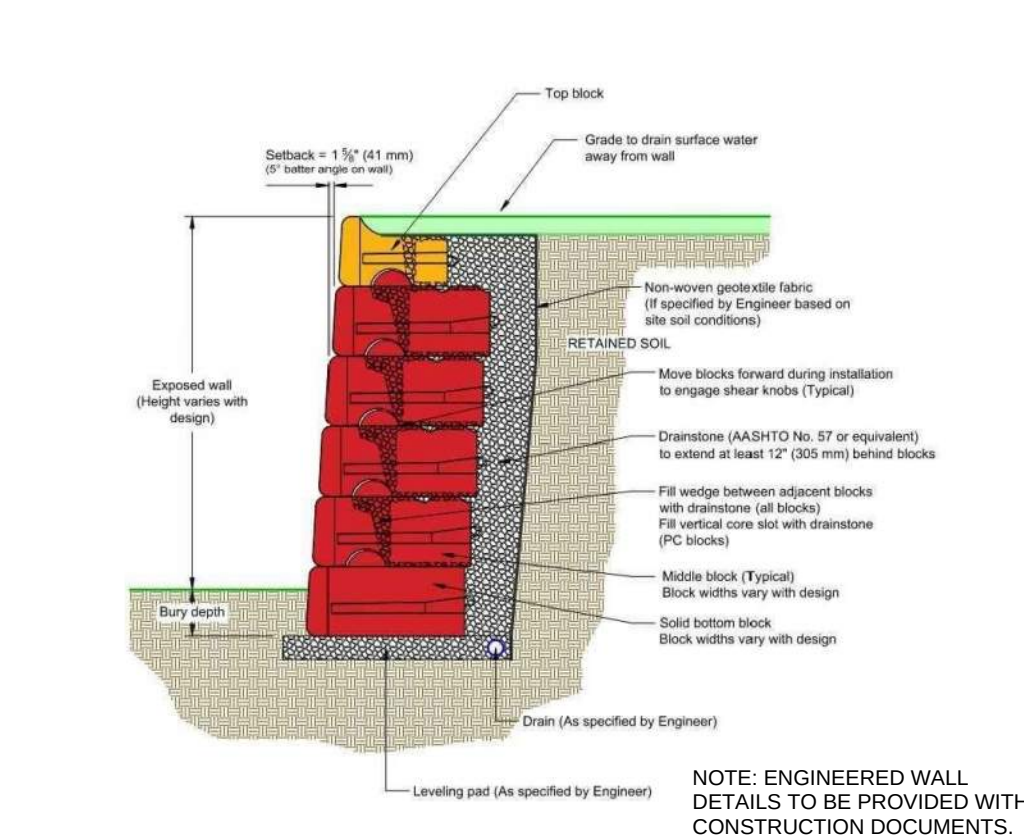
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3 N.T.S. 329.515-01

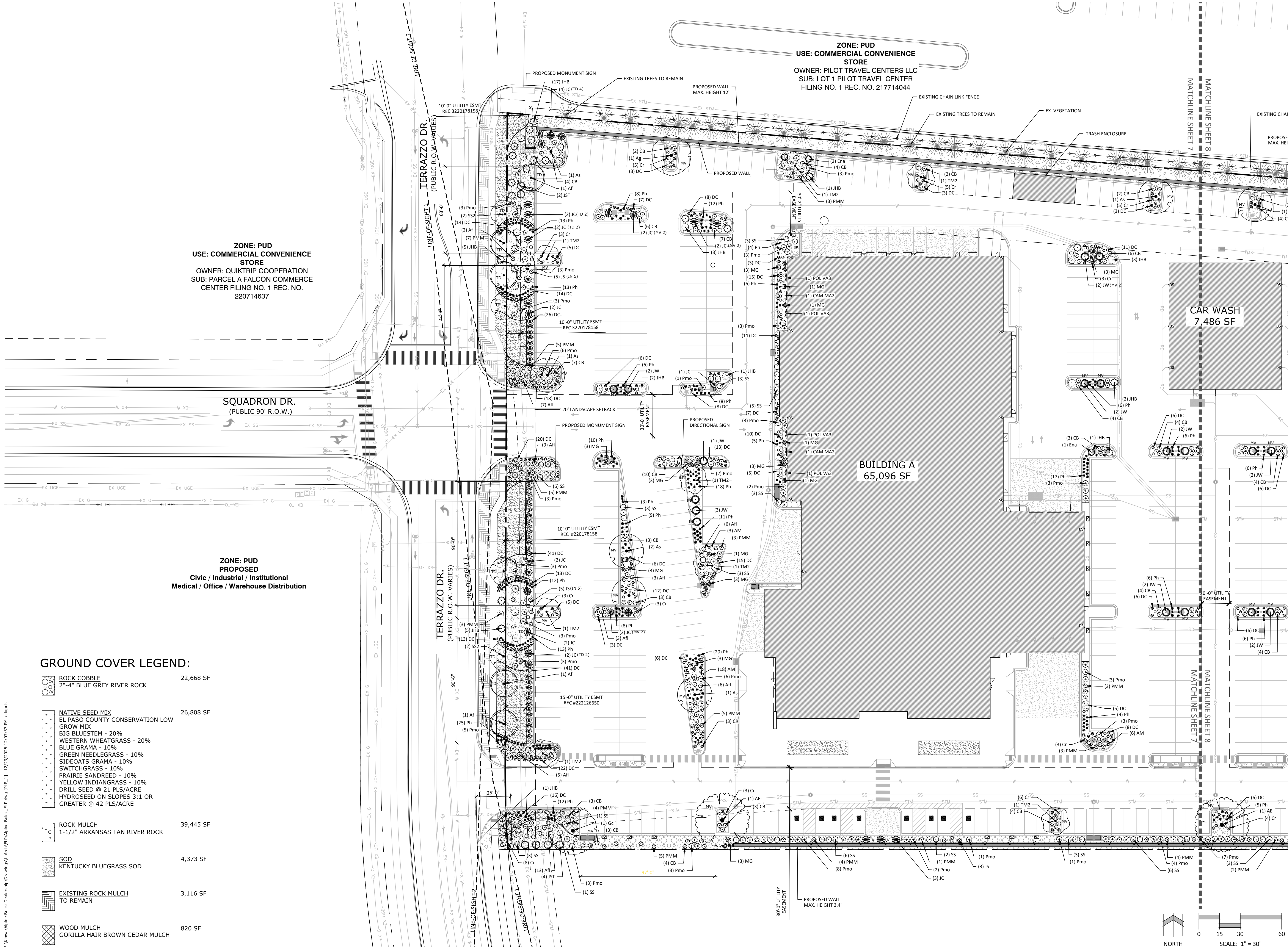


6 N.T.S. 329343-06



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PLANNER / LANDSCAPE ARCHITECT

IN ASSOCIATION WITH

**ALPINE DEALERSHIP
AT FALCON
COMMERCE CENTER**

FINAL PUD PLAN

W. BAPTIST ROAD

DATE: 02.06.2025
PROJECT MGR: A. BARLOW
PREPARED BY: B. SWENSON /A. LANGHANS

STAMP

ISSUE INFO

DATE:	BY:	DESCRIPTION:
05.20.2025	CAD	SECOND SUBMITTAL
09.19.2025	CAD	Client Changes
12.04.2025	CAD	FORTH SUBMITTAL

ISSUE / REVISION

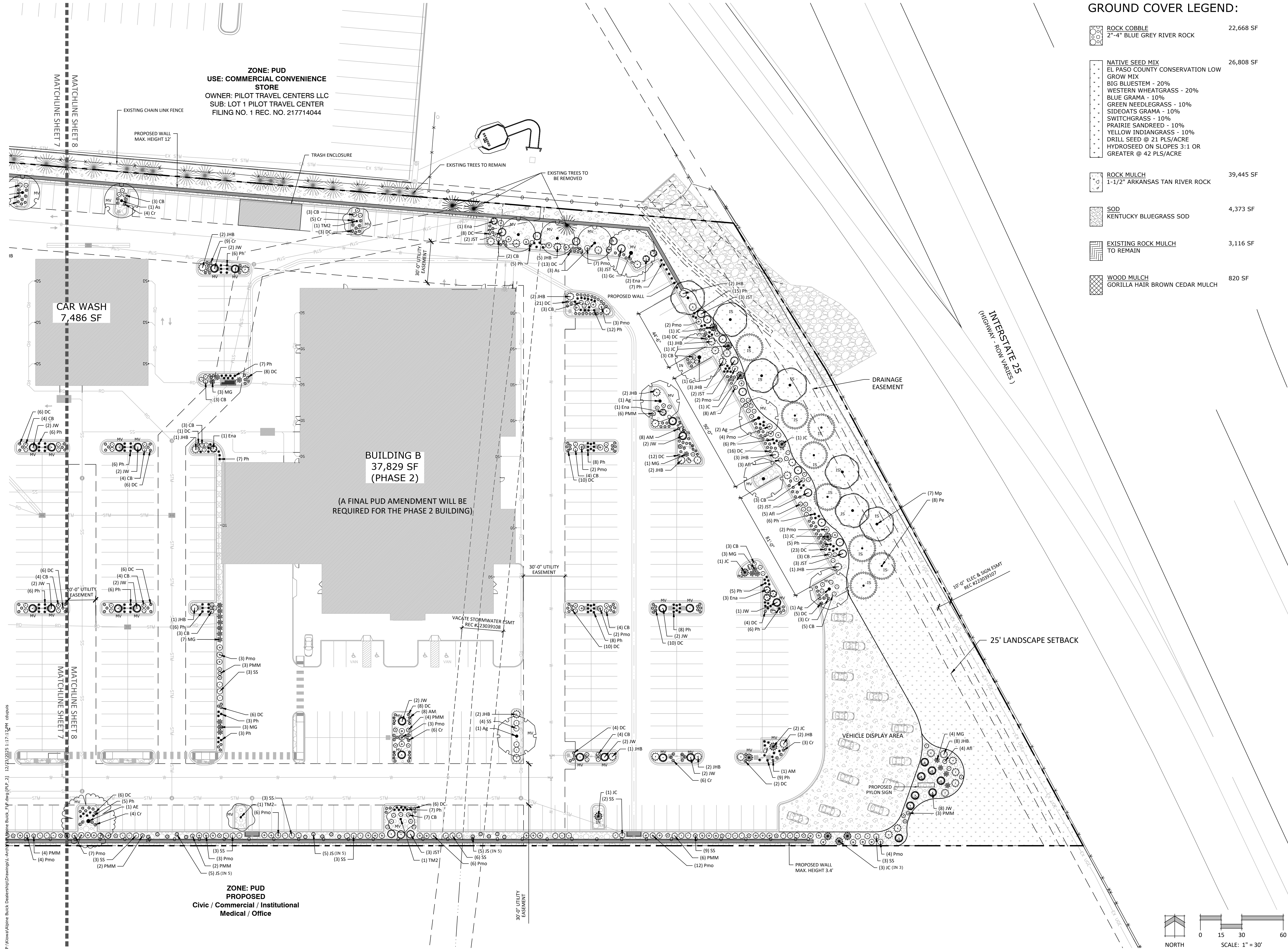
SHEET TITLE

LANDSCAPE PLAN

7
OF
15

PLAN FILE #

#2024-008-PUD/Final Plat



GROUND COVER LEGEND:

- ROCK COBBLE

22,668 SF
- 2"-4" BLUE GREY RIVER ROCK
- NATIVE SEED MIX
EL PASO COUNTY CONSERVATION LOW GROW MIX
BIG BLUESTEM - 20%
WESTERN WHEATGRASS - 20%
BLUE GRAMA - 10%
GREEN NEEDLEGRASS - 10%
SIDOATS GRAMA - 10%
SWITCHGRASS - 10%
PRAIRIE SANDREED - 10%
YELLOW INDIANGRASS - 10%
DRILL SEED @ 21 PLS/ACRE
HYDROSEED ON SLOPES 3:1 OR GREATER @ 42 PLS/ACRE

26,808 SF
- ROCK MULCH
1-1/2" ARKANSAS TAN RIVER ROCK

39,445 SF
- SOD
KENTUCKY BLUEGRASS SOD

4,373 SF
- EXISTING ROCK MULCH
TO REMAIN

3,116 SF
- WOOD MULCH
GORILLA HAIR BROWN CEDAR MULCH

820 SF

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ALPINE DEALERSHIP
AT FALCON
COMMERCE CENTER

FINAL PUD PLAN

W. BAPTIST ROAD

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LANDSCAPE PLAN

8

8 OF 15

#2024-008-PUD/Final Plot

1. ALUMINUM COMPOSITE METAL PANEL. ACM-1.

2. EIFS (EXTERIOR INSULATION FINISHING SYSTEM). EP-1.

3. LOW-E 1" TEMPERED INSULATED CLEAR GLAZING. GL-1.

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5. GMC SIGNAGE PER GMFI STANDARDS TO BE PROVIDED BY GM'S DESIGNATED VENDOR, AGI.

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7. 1/2" ACM JOINT.

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9. ACM PARAPET CAP.

10. STOREFRONT FULL GLAZED GLASS DOOR.

11. STOREFRONT FULL GLAZED VEHICLE ACCESS DOOR.

12. HOLLOW METAL DOOR AND FRAME, PAINTED MATCH ADJACENT WALL COLORS.

13. CLEAR ANOD. ALUM. FRAME STOREFRONT.

14. DIRECTION LANE INDICATORS

15. MANDOOR EGRESS LIGHTS / EXTERIOR LIGHTS, TYP. 9" AFF (RE: ELECT.)

16. EXTERIOR LIGHTS, 13" AFF (RE: ELECT.)

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24. FIRE DEPARTMENT CONNECTION.

25. HOSE BIB

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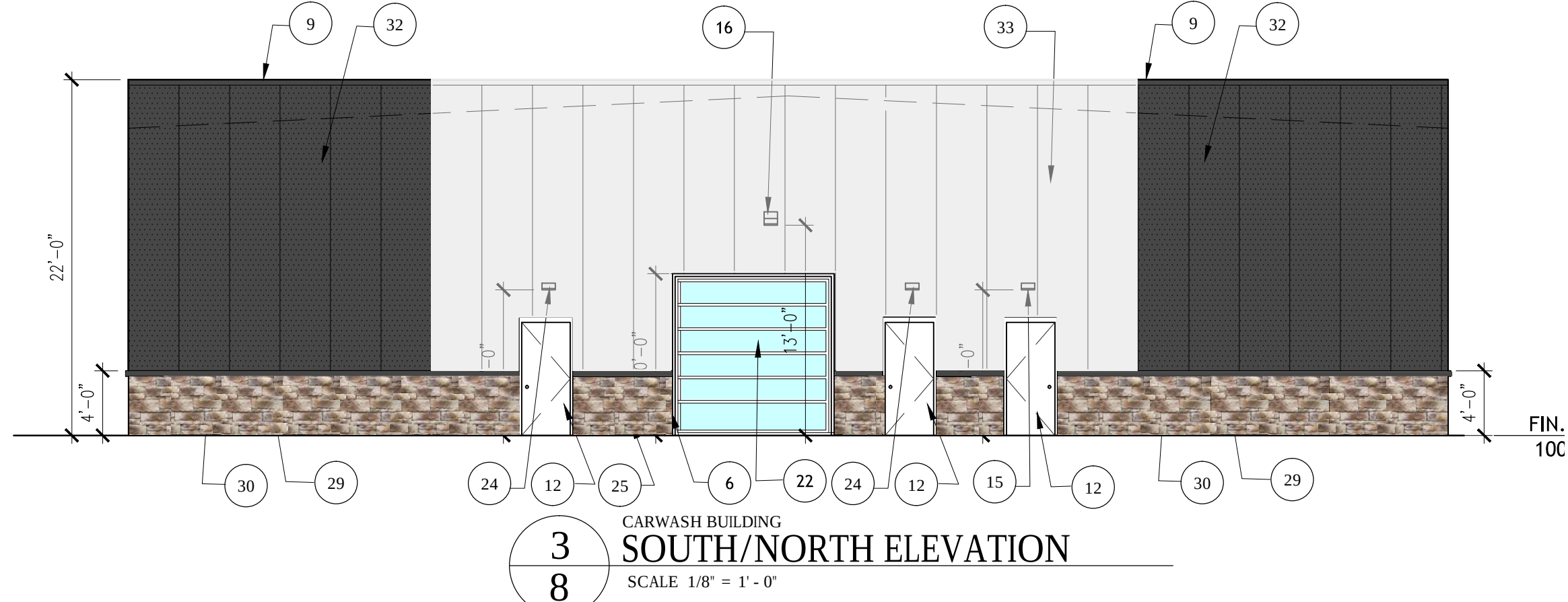
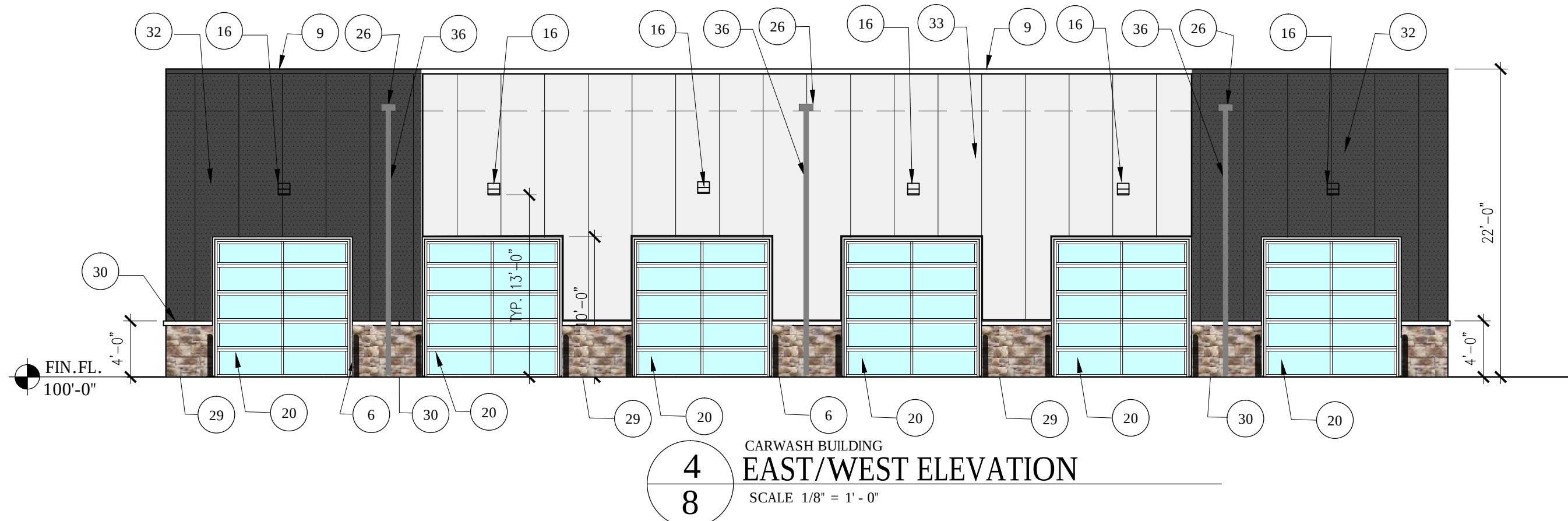
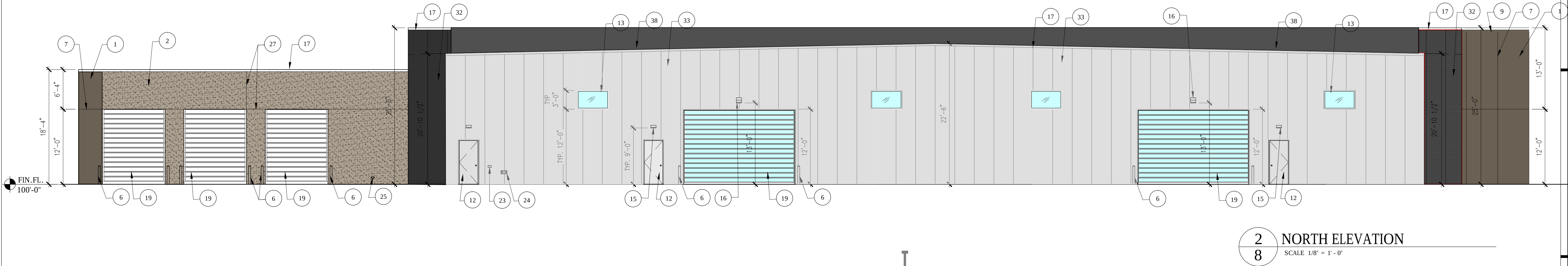
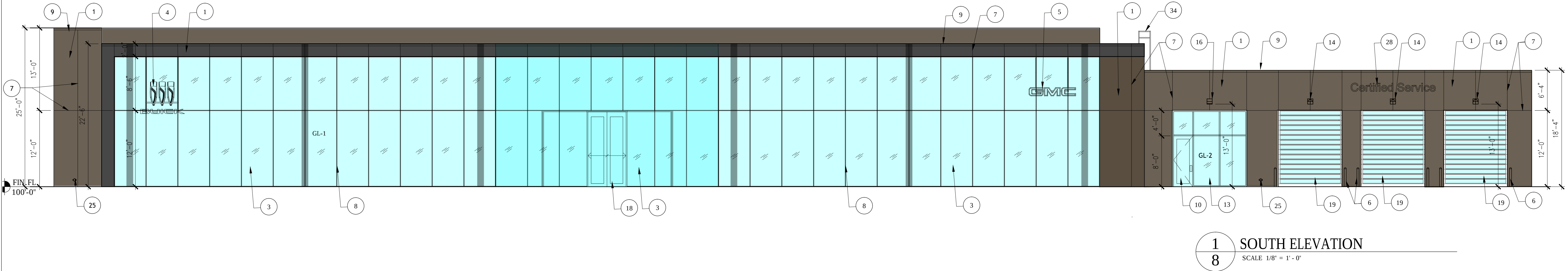
35. EXPANSION JOINT.

36. DOWNSPOUTS.

37. ROOF DRAIN LAMBS TONGUE DOWNSPOUT NOZZLE
AT 16" ABOVE GRADE

38. PEMB METAL ROOF.

39. GREEN WALL. VERTICAL VEGETATION.



1. CANYON LEDGESTONE, LONE STAR STONE.

2. 2" PRECAST COPPING, NATURAL FINISH CONCRETE

3. BOLLARD, PAINT BLACK

4. GALV. METAL SIDING GATE, PAINT BLACK

5. HOLLOW METAL DOOR AND FRAME, 2" UNDERCUT, PAINT BLACK

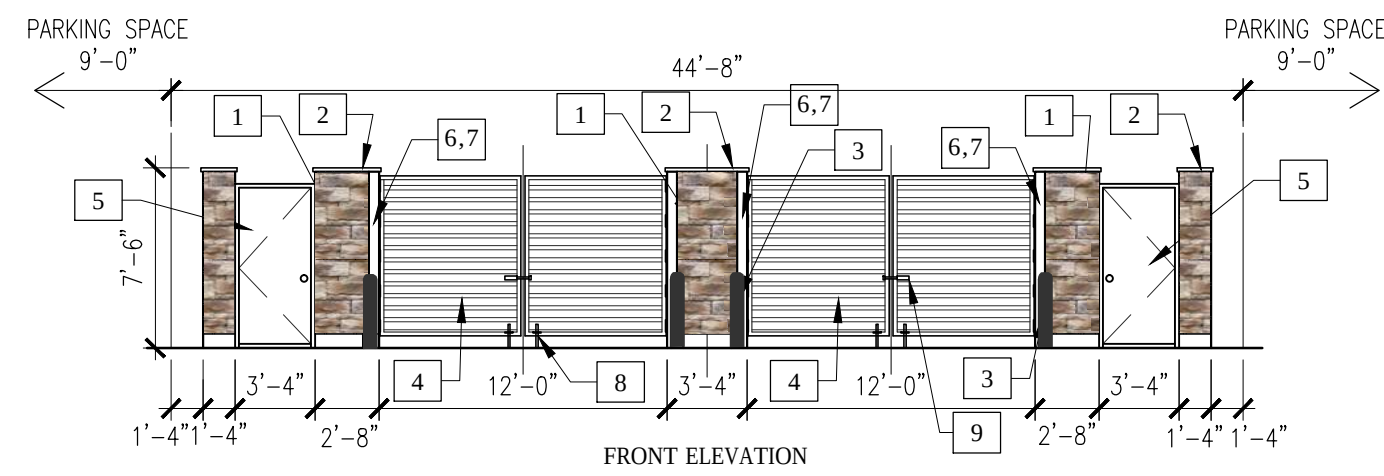
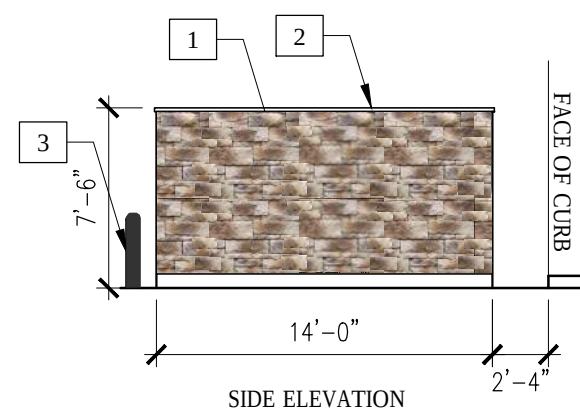
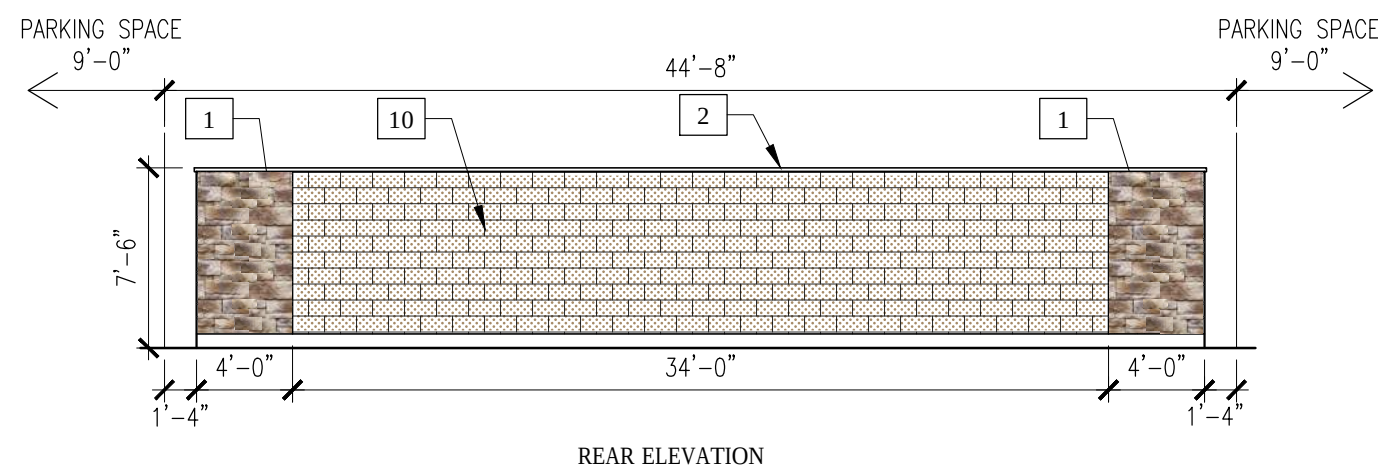
6. BENT PLATE 10"X5"X1/2" JAMB EACH SIDE OF GATE, PAINT BLACK, SOLID GROUT EACH CELL WITH #5 REINF.

7. 6"X6" HEAVY DUTY INDUSTRIAL HINGES, 5 PER JAMB.

8. CANE BOLT AND CAST IN RECEIVER.

9. SLIDING BAR AND HASP. PAINT BLACK

10. 8"X8"X16" SPLIT FACE INTEGRALLY COLORED CMU.



5 TRASH ENCLOSURE ELEVATIONS
8 SCALE 1/8" = 1' - 0"



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WESNAE
ARCHITECTURE
&
ENGINEERING

2109 S. WADSWORTH BLVD SUITE 303
LAKEWOOD CO, 80227
(720) 984-5835

FALCON COMMERCE
CENTER PHASE 2
FILING NO. ____
ALPINE DEALERSHIP
FINAL PUD PLAN

W. BAPTIST ROAD

PROJECT INFO
DATE: 02/22/2024
PROJECT MGR: B. SWENSON
PREPARED BY: B. SWENSON

ENTITLEMENT

DATE: BY: DESCRIPTION:
02/22/2024 JBS INITIAL SUBMITTAL
03/31/2024 JBS SUBMITTAL

ARCHITECTURAL
ELEVATIONS

9

9 OF 15

CPC #

1. ALUMINUM COMPOSITE METAL PANEL. ACM-1.

2. EIFS (EXTERIOR INSULATION FINISHING SYSTEM). EP-1.

3. LOW-E 1" TEMPERED INSULATED CLEAR GLAZING. GL-1.

4. BUICK SIGNAGE PER GMFI STANDARDS TO BE PROVIDED BY GM'S DESIGNATED VENDOR, AGI.

5. GMC SIGNAGE PER GMFI STANDARDS TO BE PROVIDED BY GM'S DESIGNATED VENDOR, AGI.

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7. 1/2" ACM JOINT.

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11. STOREFRONT FULL GLAZED VEHICLE ACCESS DOOR.

12. HOLLOW METAL DOOR AND FRAME, PAINTED MATCH ADJACENT WALL COLORS.

13. CLEAR ANOD. ALUM. FRAME STOREFRONT.

14. DIRECTION LANE INDICATORS

15. MANDOOR EGRESS LIGHTS / EXTERIOR LIGHTS, TYP. 9" AFF (RE: ELECT.)

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33. MTL. PANEL (36"W) EMBOSSED WHITE.

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35. EXPANSION JOINT.

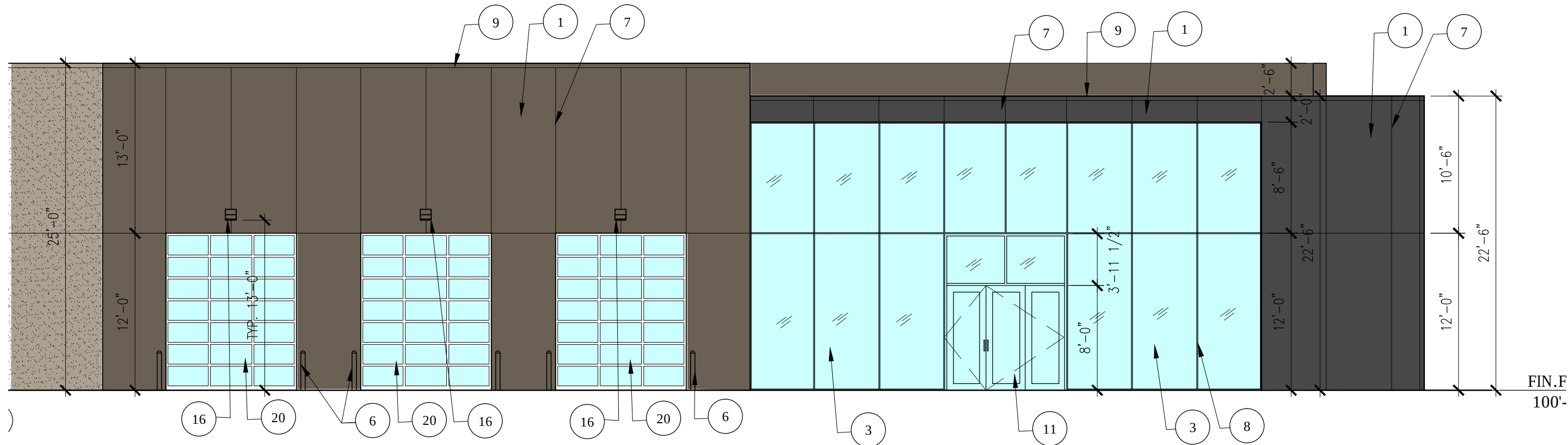
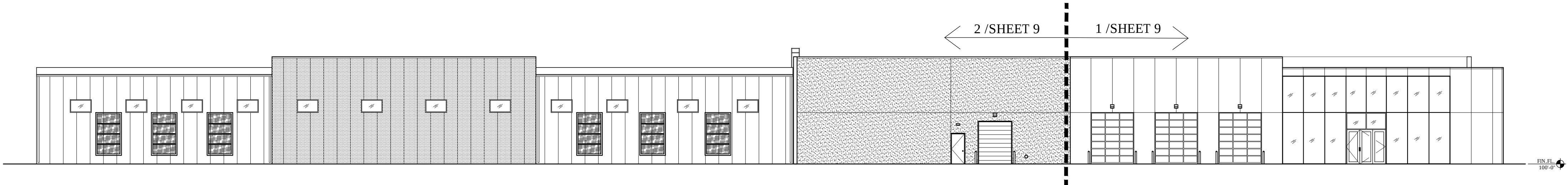
36. DOWNSPOUTS.

37. ROOF DRAIN LAMBS TONGUE DOWNSPOUT NOZZLE

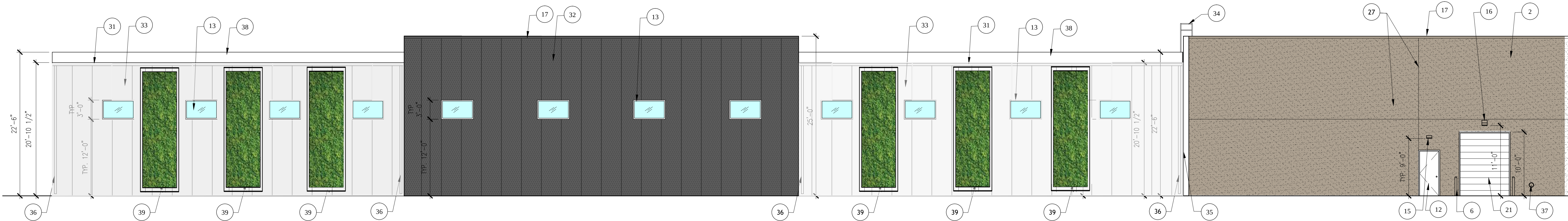
AT 16" ABOVE GRADE

38. PEMB METAL ROOF.

39. GREEN WALL. VERTICAL VEGETATION.



1 WEST ELEVATION
9 SCALE 1/8" = 1' - 0"



2 WEST ELEVATION
9 SCALE 1/8" = 1' - 0"



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FALCON COMMERCE CENTER PHASE 2 FILING NO. ____ ALPINE DEALERSHIP

FINAL PUD PLAN

W. BAPTIST ROAD

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DATE: 02/22/2024
PROJECT MGR: B. SWENSON
PREPARED BY: B. SWENSON

ENTITLEMENT

DATE:	BY:	DESCRIPTION:
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03/31/2024	JBS	SUBMITTAL

ARCHITECTURAL ELEVATIONS

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10 OF 15

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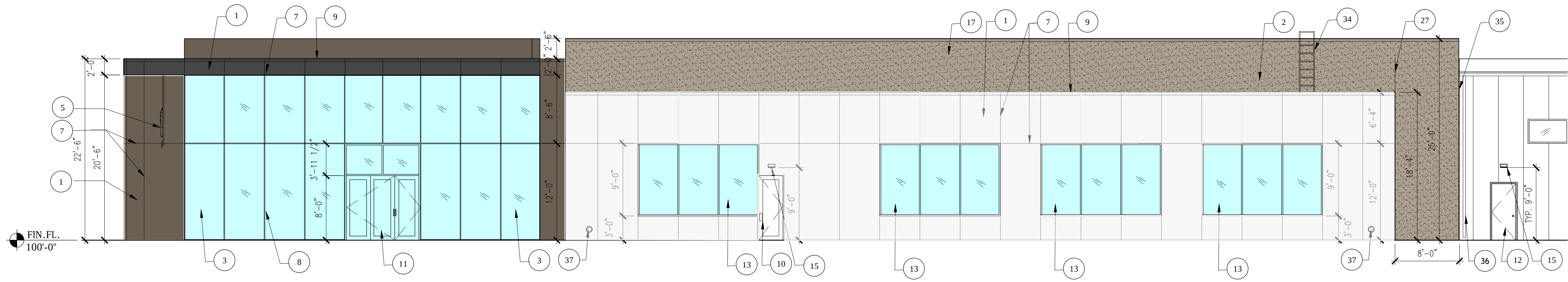
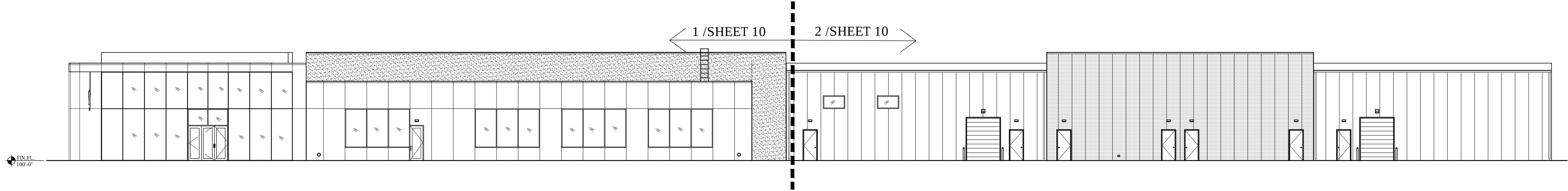
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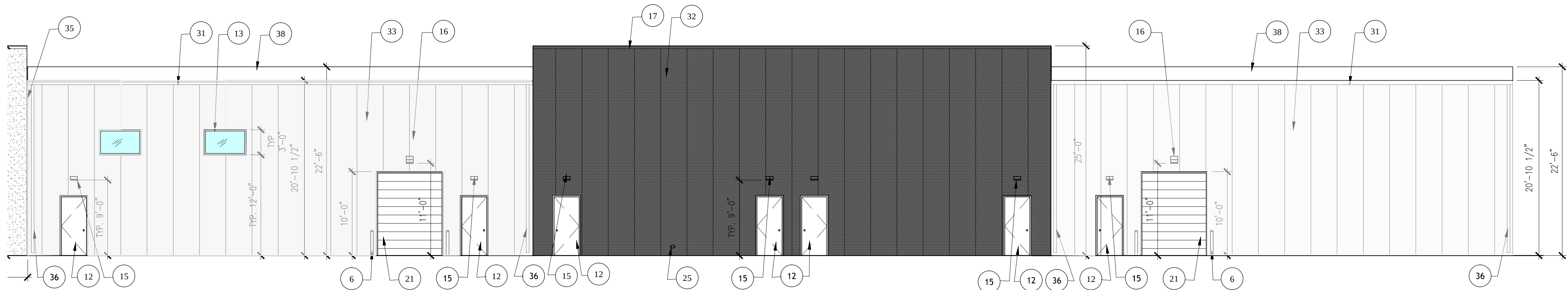
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1
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SERVICE DRIVE AND SERVICE SHOP SIDE ELEVATION
EAST ELEVATION
SCALE 1/8" = 1' - 0"



2
10
SERVICE DRIVE AND SERVICE SHOP SIDE ELEVATION
EAST ELEVATION
SCALE 1/8" = 1' - 0"



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ENGINEERING

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LAKEWOOD CO, 80227

(720) 984-5835

FALCON COMMERCE
CENTER PHASE 2
FILING NO. ____
ALPINE DEALERSHIP

FINAL PUD PLAN

W. BAPTIST ROAD

DATE: 02/22/2024
PROJECT MGR: B. SWENSON
PREPARED BY: B. SWENSON

ENTITLEMENT

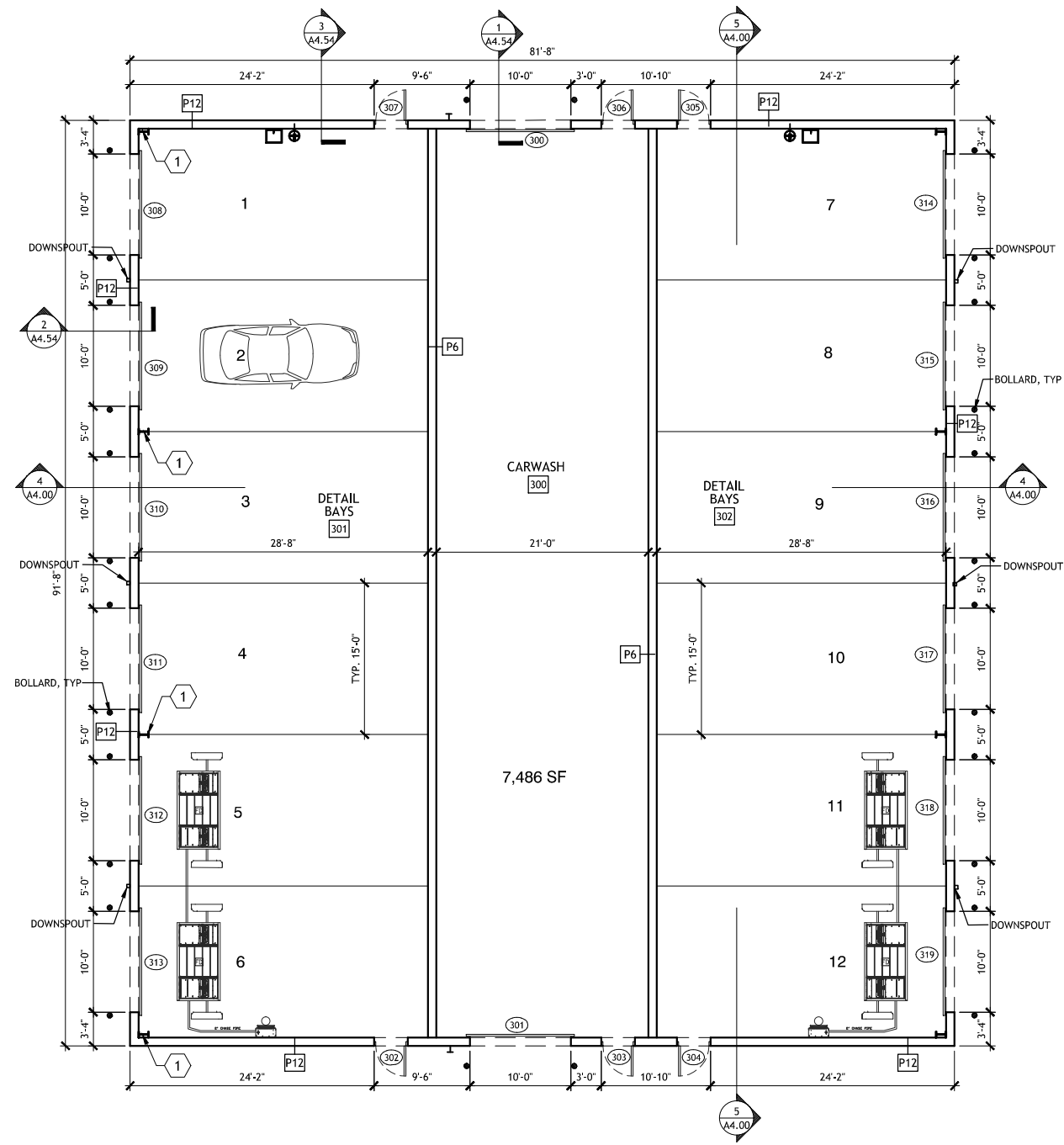
DATE: 02/22/2024 BY: JBS DESCRIPTION: INITIAL SUBMITTAL
03/31/2024 JBS SUBMITTAL

ARCHITECTURAL
ELEVATIONS

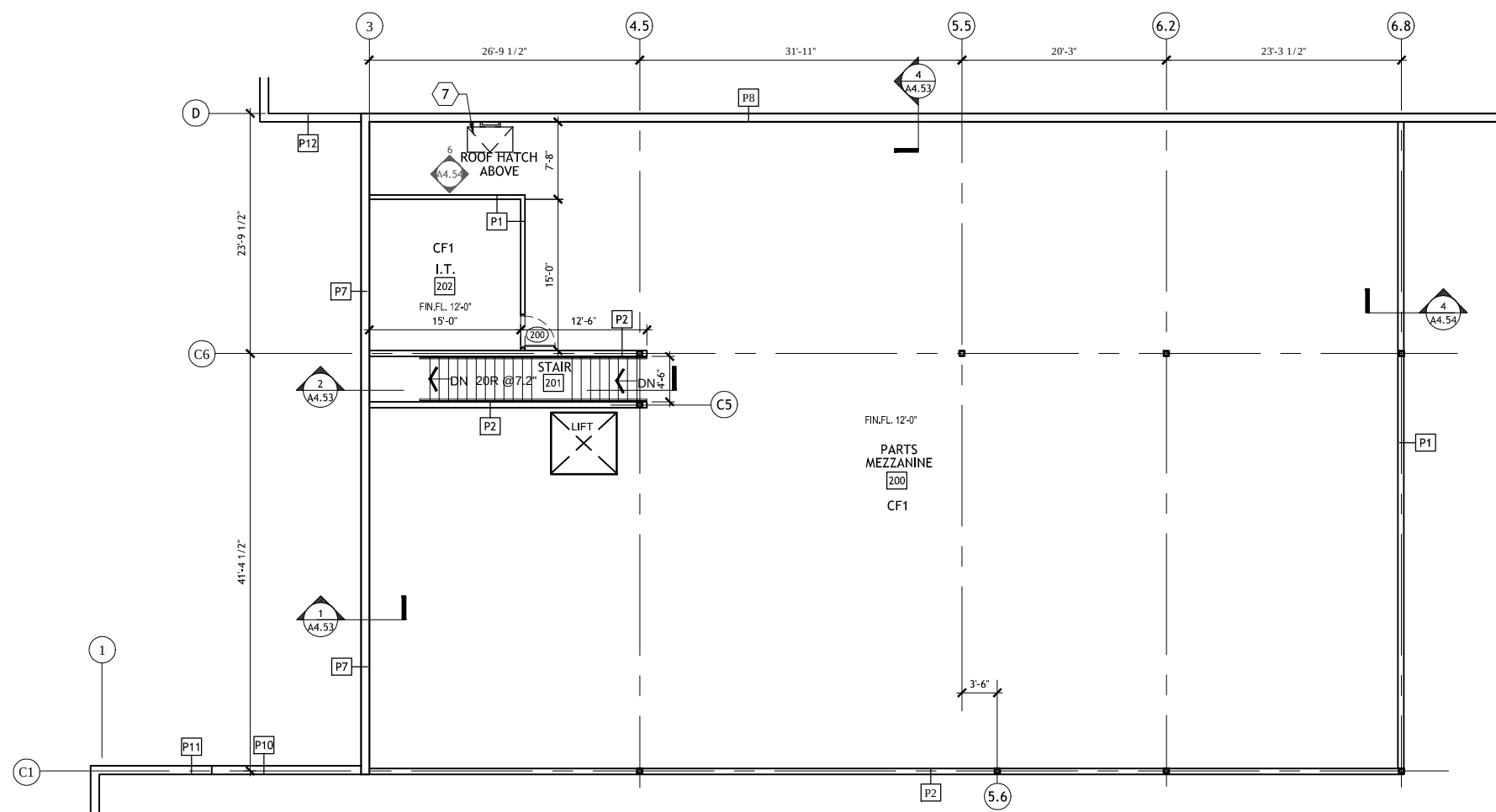
11

11 OF 15

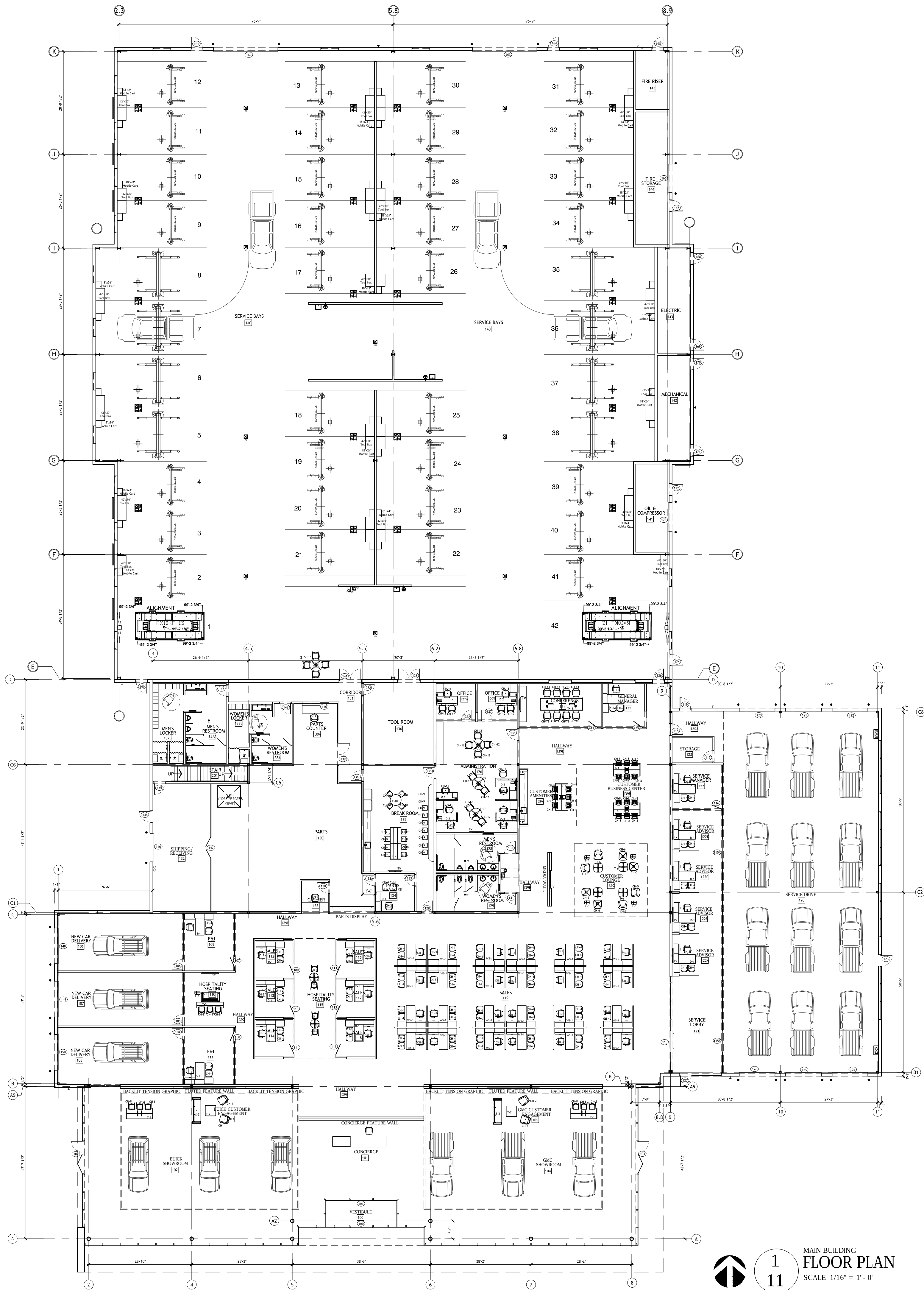
2/2023 ARCHITECTURE/ALPINE BUICK GMC MONUMENT SHEETS STD FLOOR PLAN.dwg [Layout1] 8/12/2025 11:35:48 AM WESNAE 2



2
11 CARWASH BUILDING
FLOOR PLAN
SCALE 1/16" = 1' - 0"



3
11 MAIN BUILDING
FLOOR PLAN - MEZZANINE
SCALE 1/16" = 1' - 0"



1
11 MAIN BUILDING
FLOOR PLAN
SCALE 1/16" = 1' - 0"



N.E.S. Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903

Tel. 719.471.0073
Fax 719.471.0267

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WESNAE ARCHITECTURE & ENGINEERING

2109 S. WADSWORTH BLVD SUITE 303
LAKEWOOD CO, 80227

(720) 984-5835

FALCON COMMERCE CENTER PHASE 2 FILING NO. ____ ALPINE DEALERSHIP

FINAL PUD PLAN

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ENTITLEMENT

DATE: 02/22/2024 BY: JBS DESCRIPTION: INITIAL SUBMITTAL
03/31/2024 JBS SUBMITTAL

ARCHITECTURAL FLOOR PLANS

12

12 OF 15

CPC #

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	5	S1	SINGLE	1.000	52800	447	OSQX-C-75L-50K9-AF-UL-NM-_-BML w/OSQ-X-C-DA-__
	24	S2	SINGLE	1.000	6275	55	OSQW-C-8L-50K9-4M-UL-NM-_-BML
	16	S3	2 @ 180°	1.000	37000	297	OSQX-C-50L-50K9-5L-UL-NM-_-BML w/OSQ-X-C-DA-__
	1	S4	SINGLE	1.000	33200	447	OSQX-C-75L-50K9-4B-UL-NM-_-BML w/OSQ-X-C-DA-__
	6	S5	2 @ 180°	1.000	38000	236	OSQX-C-50L-50K9-3M-UL-NM-_-BML w/OSQ-X-C-DA-__
	18	S6	SINGLE	1.000	26200	384	OSQX-C-65L-50K9-3M-UL-NM-_-BML w/OSQ-X-C-DA-__ + OSQ-X-C-BLS
	6	S7	SINGLE	1.000	28100	236	OSQL-C-40L-50K9-2M-UL-NM-_-BML w/OSQ-ML-C-AA-__ + PGM-1__
	2	S8	2 @ 180°	1.000	33200	447	OSQX-C-75L-50K9-4B-UL-NM-_-BML w/OSQ-X-C-DA-__
	19	S9	SINGLE	1.000	30300	447	OSQX-C-75L-50K9-4M-UL-NM-_-BML w/OSQ-X-C-DA-__ + OSQ-X-C-BLS

Calculation Summary (Footcandles calculated using LMF: 1.00)						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
20' Past the PL	Fc	0.08	0.1	0.0	N.A.	N.A.
CalcPts	Fc	4.79	143.1	0.0	N.A.	N.A.
Verticals Along Display Area at 3ft AFG	Fc	52.13	179.0	0.8	65.16	223.75
Automotive Frontline	Fc	11.46	20.4	2.9	3.95	7.03
Automotive Frontline B	Fc	39.46	71.1	12.3	3.21	5.78
Center Inventory	Fc	9.74	94.9	0.9	10.82	105.44
Display Interior A	Fc	13.35	42.9	2.8	4.77	15.32
Display Interior B	Fc	9.25	19.6	1.8	5.14	10.89
Inventory North	Fc	7.98	15.1	1.9	4.20	7.95
Inventory South	Fc	5.87	13.7	1.0	5.87	13.70

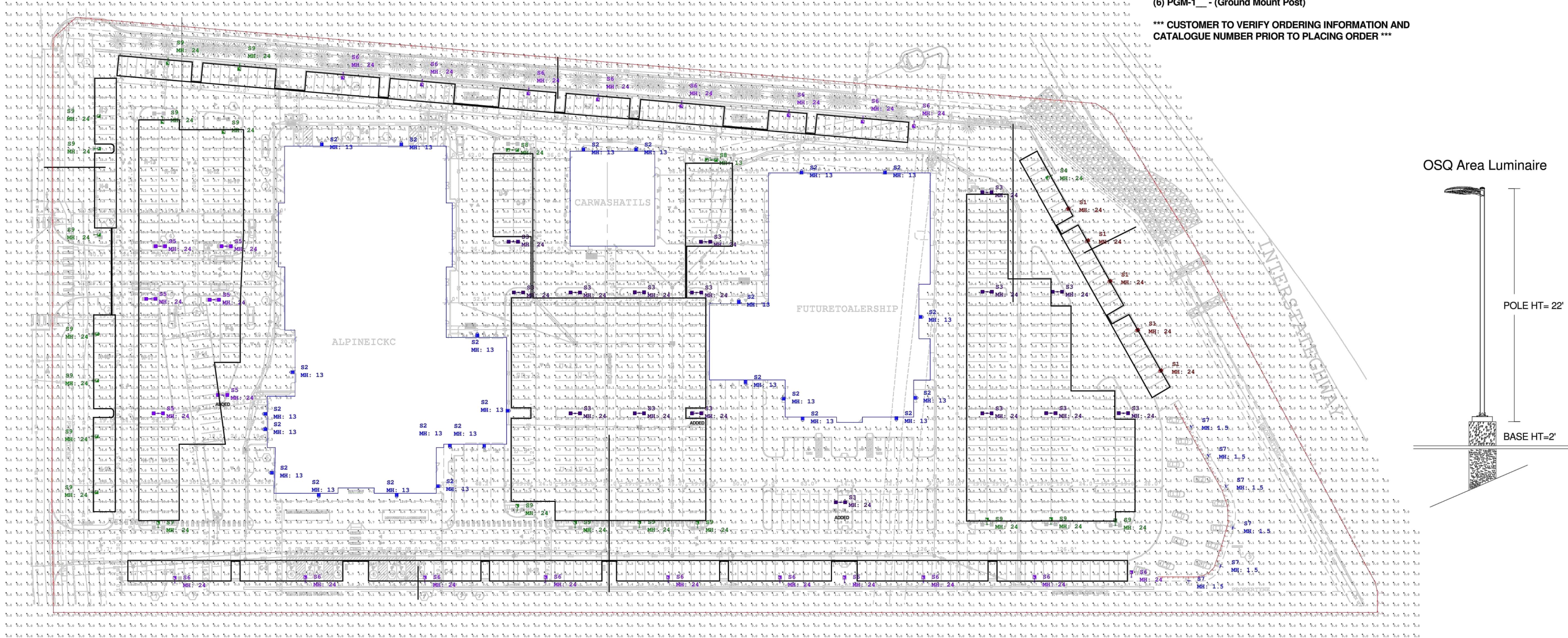
Fixture Mounting Height: 24' AFG (22' Pole + 2.0' Base)

Pole Schedule
(43) SRS-5-11-22-SW-BS-1D-Q-__ (5" x 22' x 11 ga STEEL ROUND POLE; Single)
(24) SRS-5-11-22-SW-BS-2D18-Q-__ (5" x 22' x 11 ga STEEL ROUND POLE; 2@180°)

Proposed poles meet 130 MPH sustained winds.

Additional Equipment:
(91) OSQ-X-C-DA-__ (DIRECT ARM MOUNT)
(6) OSQ-ML-C-AA-__ (Adjustable Arm Mount)
(37) OSQ-X-C-BLS - (Extra Large External BLS)
(6) PGM-1__ - (Ground Mount Post)

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***



CREE LIGHTING

9201 Washington Ave, Racine, WI 53406 - (800) 236-6800
https://www.creelighting.com - Email: applications@creelighting.com

Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting or energy code.

Project Name: Buick GMC Apline Monument, CO - EXT

CASE #: CN-00604375
RC: AE-00700284

Footcandles calculated at 4' Afg

Filename: 240415AB1LJSR5.AGI

Layout By:
Collin Withrow
Date:12/10/2025

Scale 1" = 50'

0100200

WESNAE

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LAKEWOOD CO, 80227
(720) 984-5835

FALCON COMMERCE
CENTER PHASE 2
FILING NO. ____
ALPINE DEALERSHIP
FINAL PUD PLAN

W. BAPTIST ROAD
DATE: 02/22/2024
PROJECT MGR: B. SWENSON
PREPARED BY: B. SWENSON

ENTITLEMENT

DATE: 02/22/2024 BY: JBS DESCRIPTION: INITIAL SUBMITTAL

PHOTOMETRIC

13 OF 15
CPC #

General Motors Facility Image
Dealer Signage Package

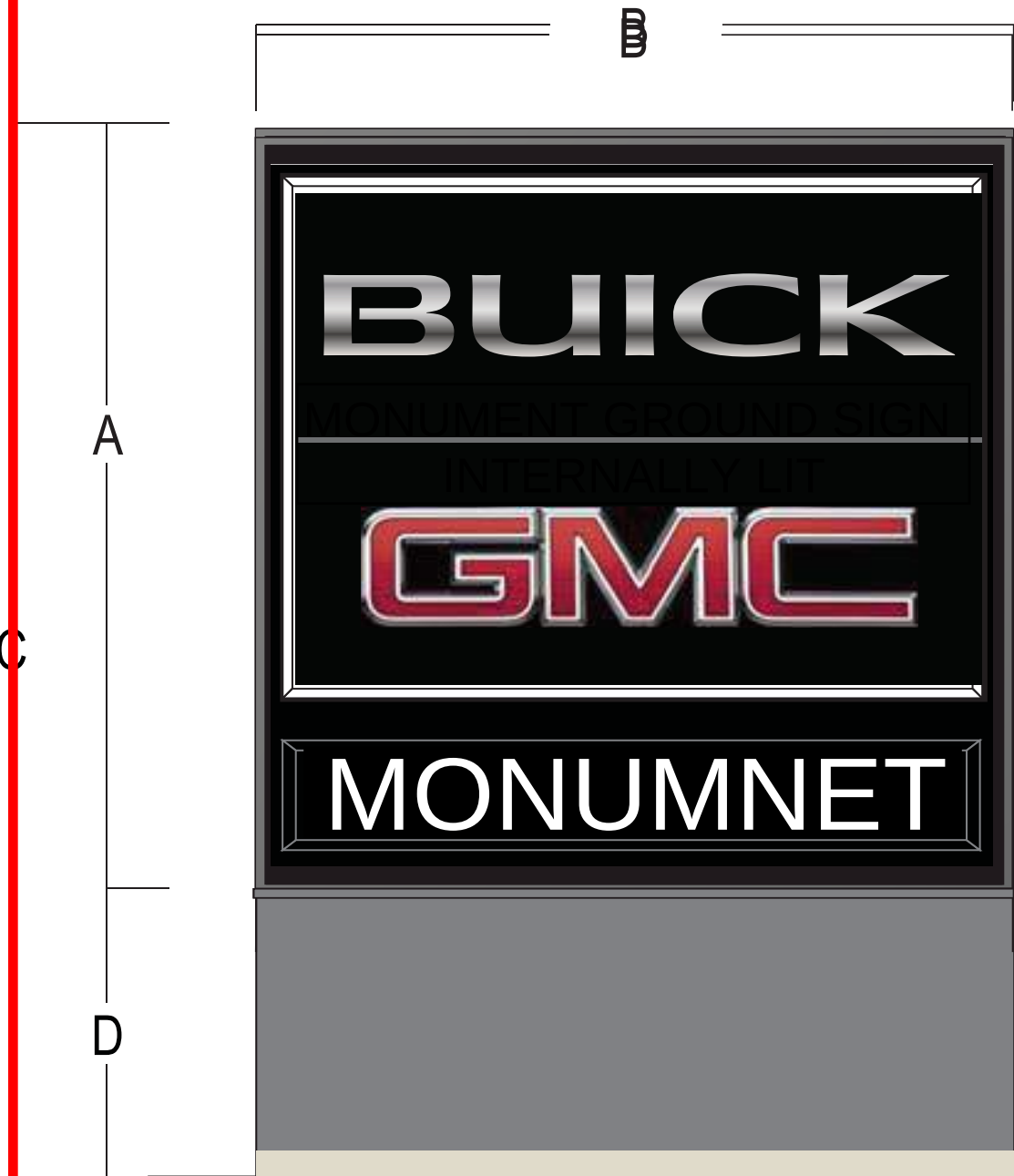


General Motors Facility Image



Dealer Signage Package

ALPINE BUICK GMC SOUTH, INC (308382)



MONUMENT

GROUND MOUNT - MONUMENT				
Sign Type	A / B	C	D	
M64	8'- 8 1/4"	12'- 0"	3'- 3 3/4"	
M64	8'- 8 1/4"	11'- 0"	2'- 3 3/4"	
M36	6'- 4 9/16"	10'- 0"	3'- 7 7/16"	
M36	6'- 4 9/16"	8'- 0"	1'- 7 7/16"	
M16	4'- 4 9/16"	6'- 0"	1'- 7 7/16"	
M16	4'- 4 9/16"	5'- 0"	7 7/16"	

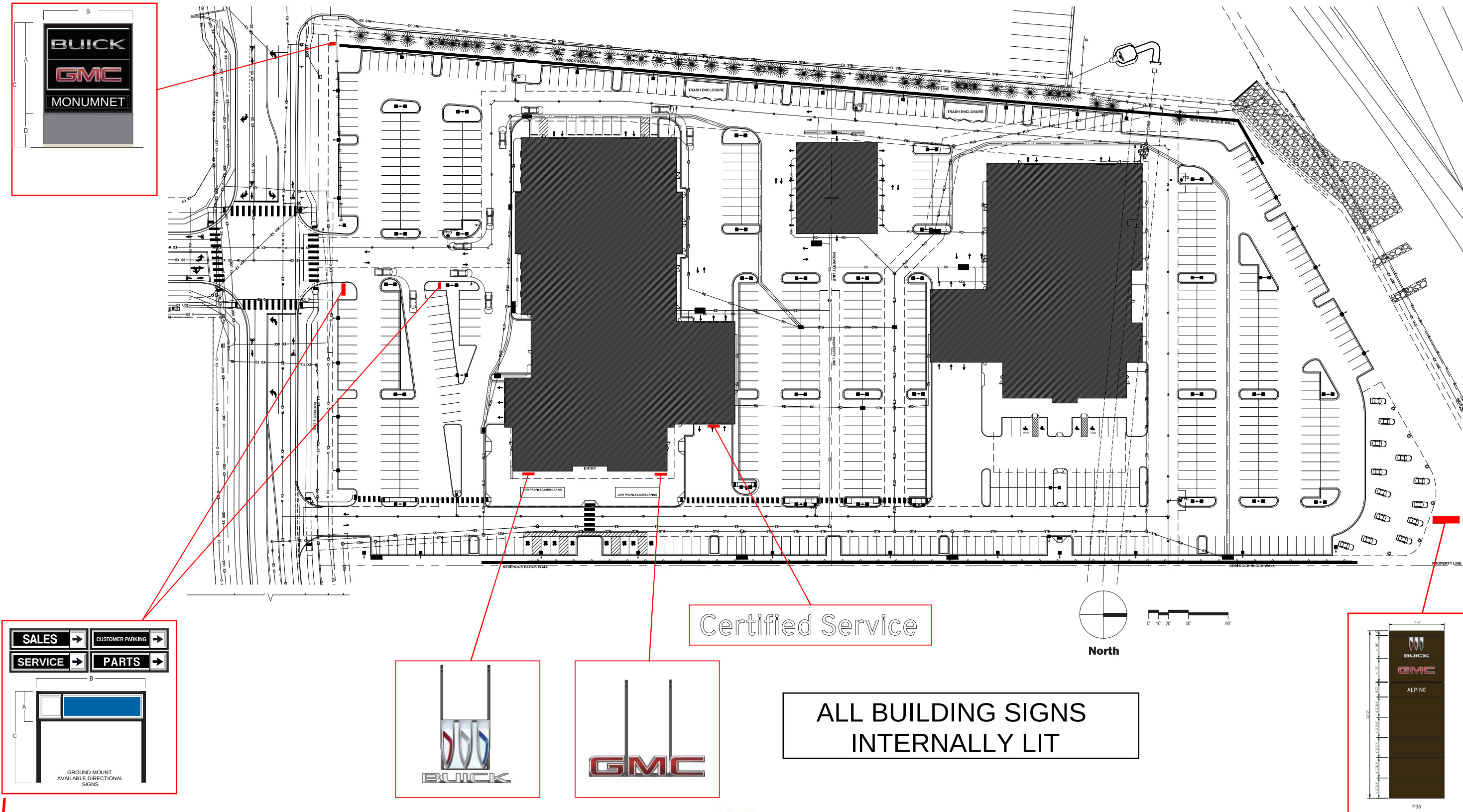
*Has no stainless on columns

ILLUMINATED DIRECTIONALS			
Sign Type	A	B	C**
R36*	3'-1 9/16"	12'-4 9/16"	9'-1 9/16"
R16	2'-3 9/16"	8'-4 9/16"	8'-3 9/16"
RX9	1'-9"	6'-4 9/16"	7'-9"
RX4	1'-4"	4'-4 9/16"	7'-4"

*Not available as a wall project sign
**Maximum heights

DIRECTIONAL GROUND SIGN
NOT LIT

SITE MAP



Certified Service

ALL BUILDING SIGNS
INTERNALLY LIT

Drawn by: CA
Project Mgr: K.LAPOINTE
Sheet Number: 4

Scale: NTS
Date Created: 08.18.25
Date Revised:

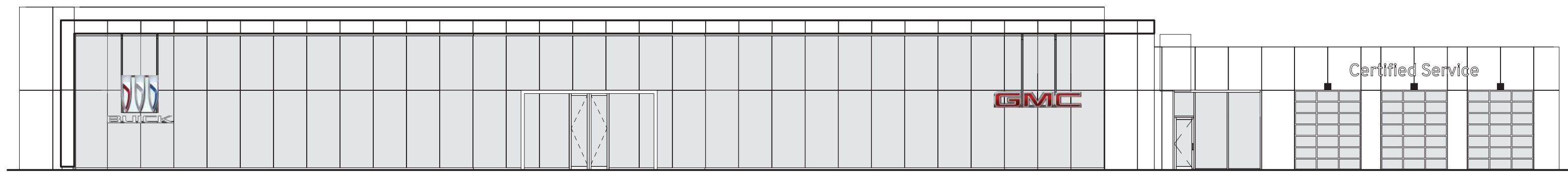
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AGI

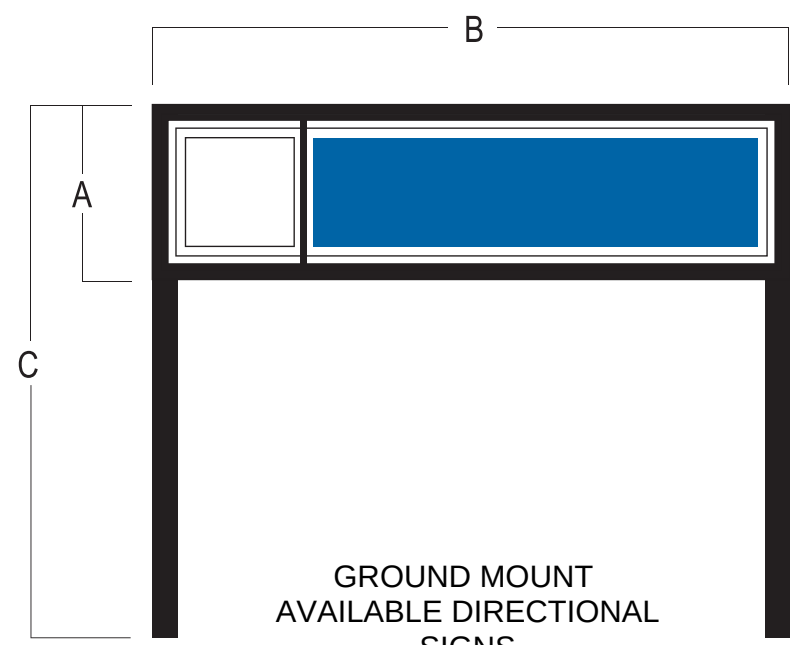
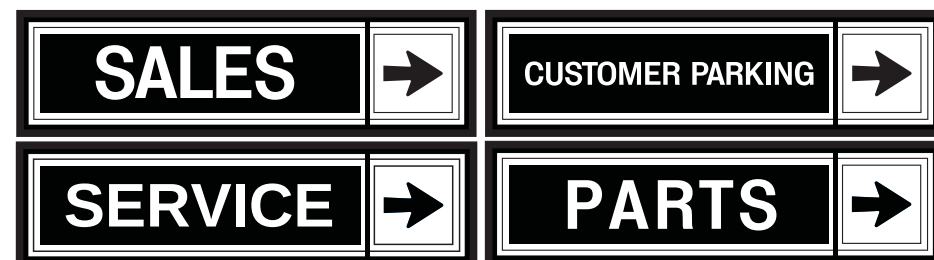
2655 International Pkwy., Virginia Beach, VA 23452
PHONE: (757) 427-1900 - FAX: (757) 430-1297
www.AGI.net

Dealer Approval: _____ Date: _____
Signature Required

General Motors Facility Image
Dealer Signage Package



FRONT ELEVATION



GROUND MOUNT
AVAILABLE DIRECTIONAL
SIGNS

PACKAGE

The Dealer Signage Package is issued to the Dealer Principal for review and approval. This document outlines the proposed FI signage for the Dealership.

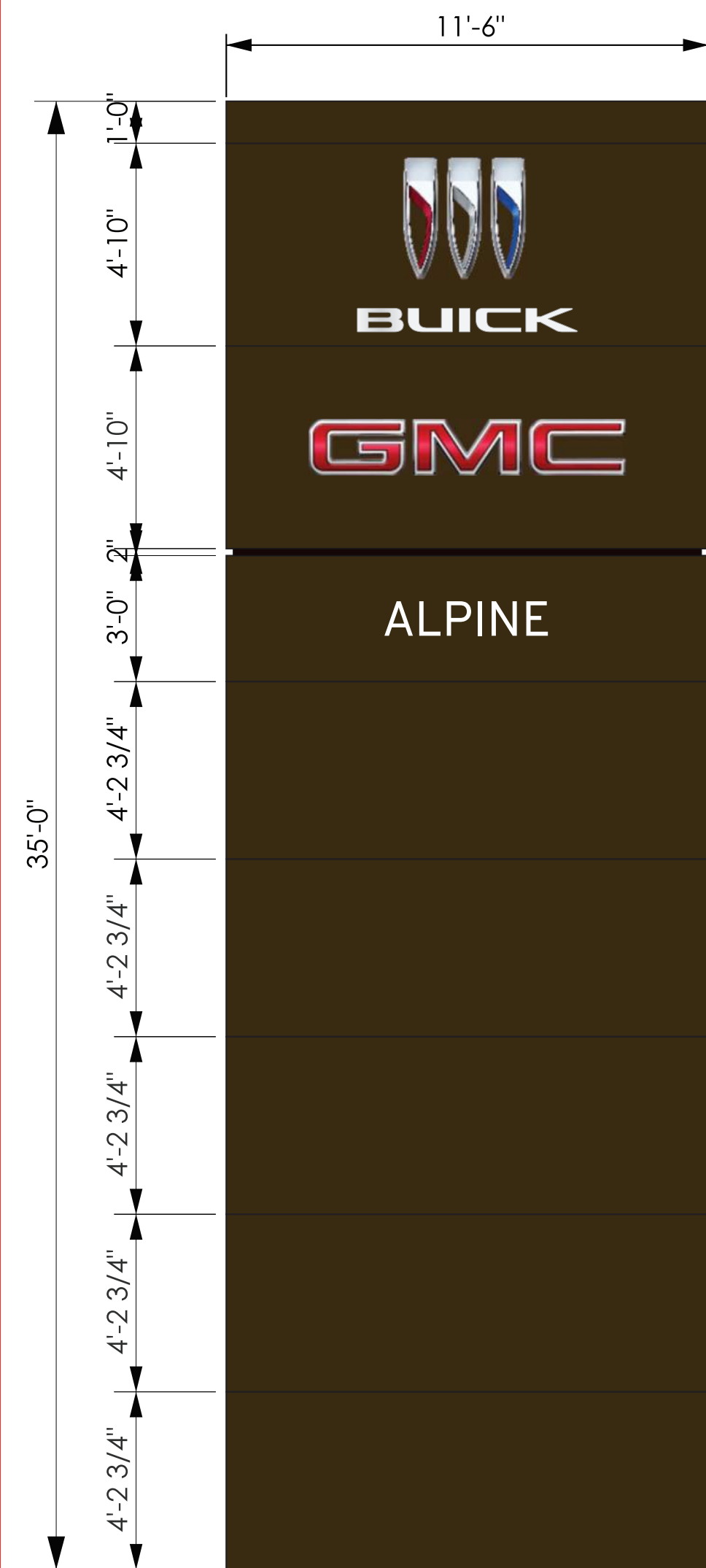
APPROVAL

Dealer Principal is to review sign placement, sign size and enclosed quote. Once the Dealer Principal approves the sign package, Dealer Principal is to sign off on each enclosed rendering showing sign placement as well as the enclosed quote. Dealer Principal is to return to Architectural Graphics, Inc. copies of the approved renderings as well as signed quote and issue the 50% deposit payment.

NEXT STEPS

Upon receipt of the deposit payment, Architectural Graphics Inc. will proceed with permitting the signs. Once all signs are permitted, AGI will coordinate manufacturing, shipping and installing the signs based on FI building readiness.

PYLON GROUND SIGN
INTERNALLY LIT



P35

GRAPHIC SIZE BY SIGN					
SIGN					DEALERNAME
P-35	4' - 2" (H) X 9' - 3 1/8" (W)	2' - 11" (H) X 2' - 11 3/8" (W)	6 13/16" (H) X 9' - 3 1/8" (W)	1' - 4 1/8" (H) X 7' - 6 15/16" (W)	9 7/8" (H) X 3'-10 3/4" (W)



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FALCON COMMERCE
CENTER PHASE 2
FILING NO. ____
ALPINE DEALERSHIP

FINAL PUD PLAN

W. BAPTIST ROAD

DATE: 02/22/2024
PROJECT MGR: B. SWENSON
PREPARED BY: B. SWENSON

ENTITLEMENT

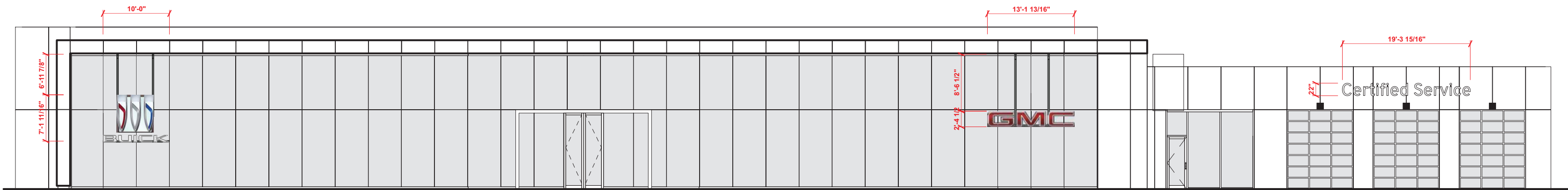
DATE: 02/22/2024 BY: JBS DESCRIPTION: INITIAL SUBMITTAL
03/31/2024 JBS SUBMITTAL

ARCHITECTURAL
SIGN PACKAGE

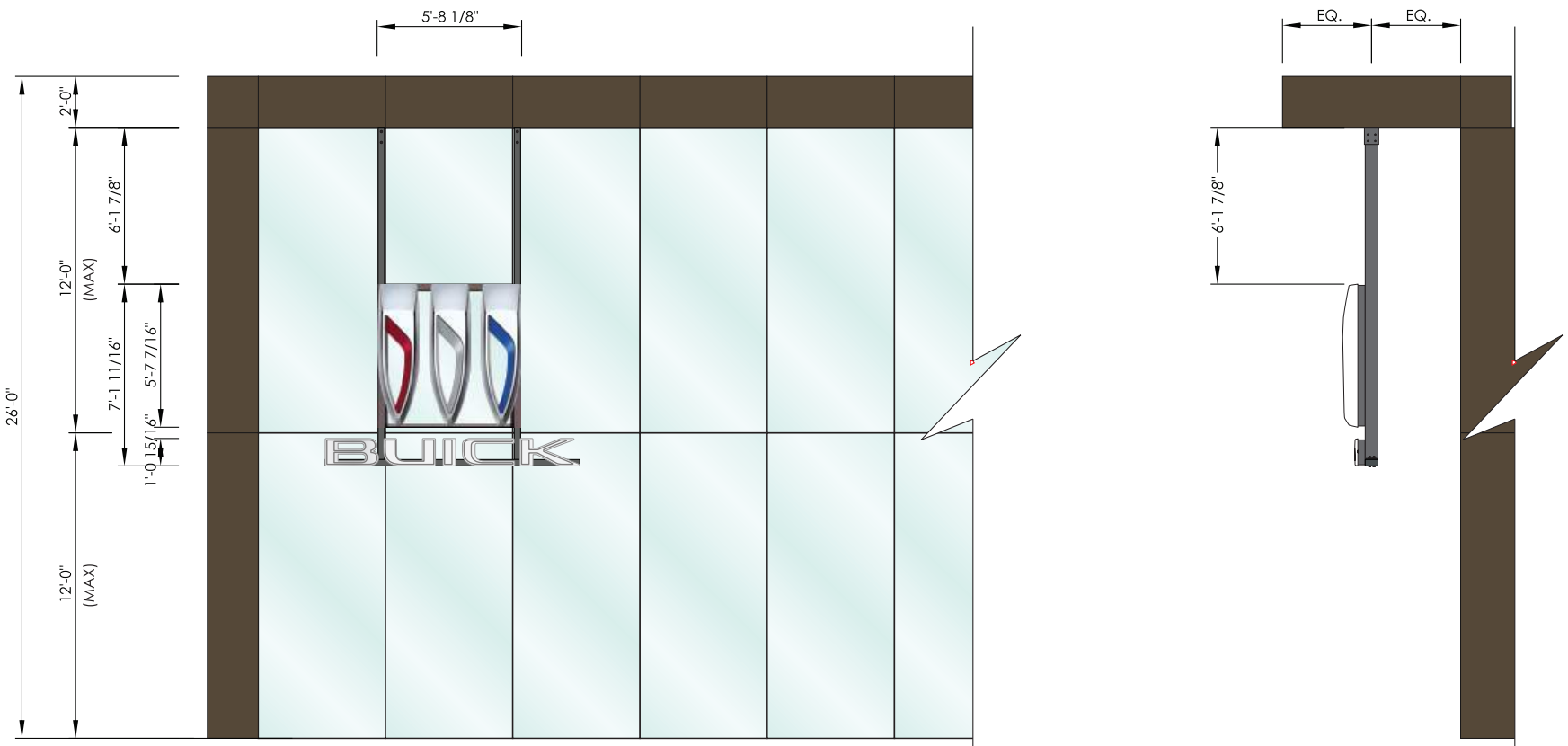
14

14 OF 15

ELECTRICAL REQUIREMENTS: Each sign requires a dedicated 120v circuit



FRONT ELEVATION



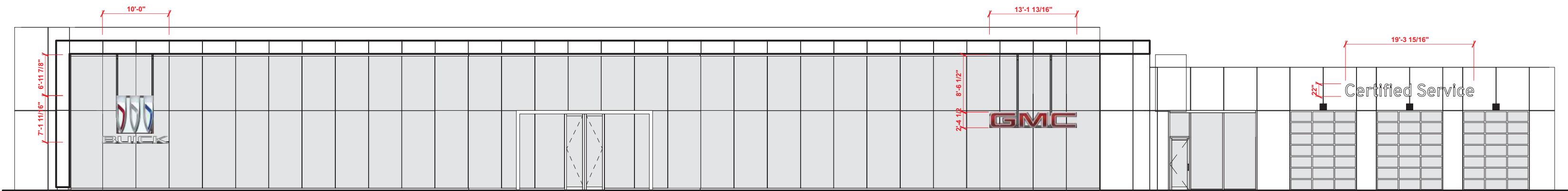
SIZE A
SCALE 3/16" = 1'-0"

VISTA PORTAL - ARMATURE LETTER SET GMDI-BUICK-SUS-RW-A-42.5-140

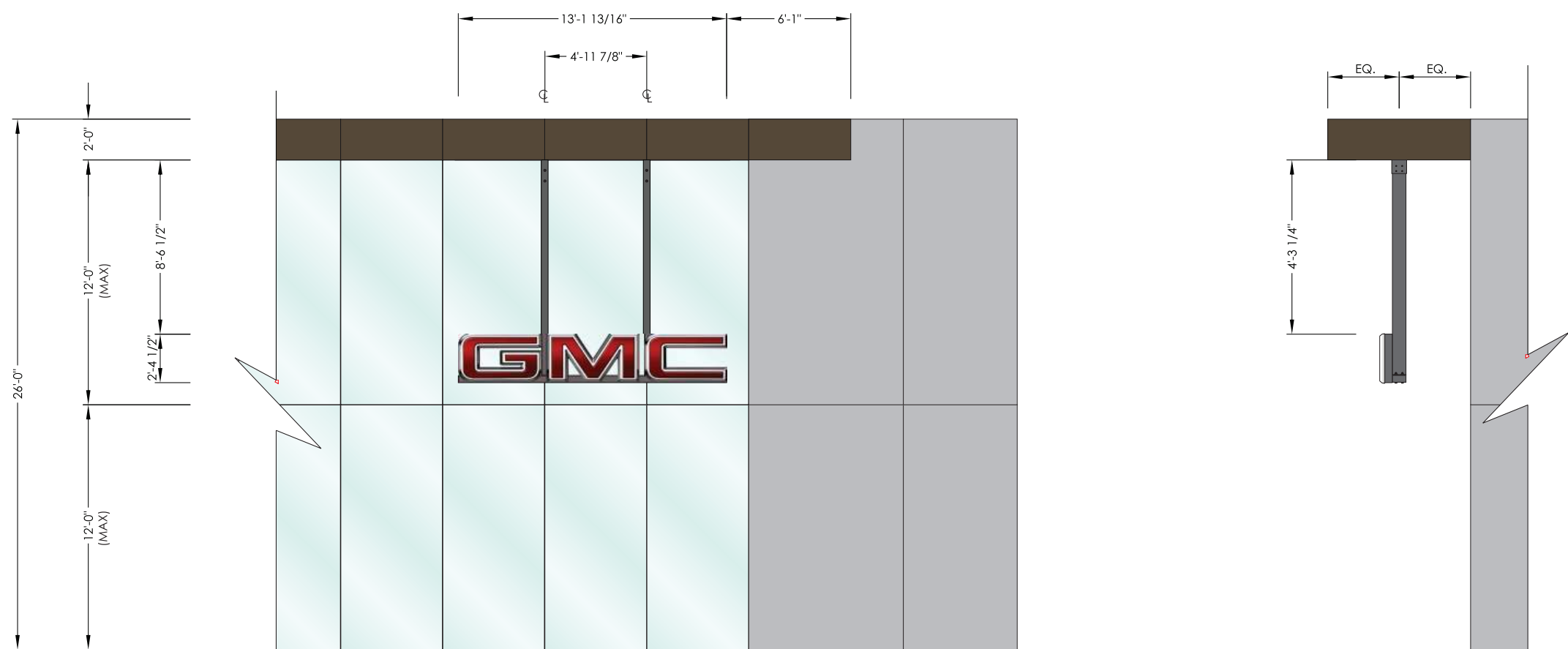
SIZE A: 42.50 SQ. FT.
ARMATURE SIZE: 8" X 4" X 1/4"
ESTIMATED SIGN WEIGHT: 390 LBS
Py (Axial): 195lb
Fz (Shear): 990lb
Mx (Moment): 9900 lb. ft.

ELECTRICAL REQUIREMENTS:
1.) 120V/277V 20 AMP CIRCUIT REQ.
2.) DEALER TO PROVIDE POWER TO 6 FT. OF MIDDLE OF SIGN
UNLESS OTHERWISE AGREED UPON
3.) MIN. 14 GA WIRE REQUIRED FROM THE POWER SUPPLY BOX
TO OUTSIDE OF THE SLEEVE

ELECTRICAL REQUIREMENTS: Each sign requires a dedicated 120v circuit



FRONT ELEVATION

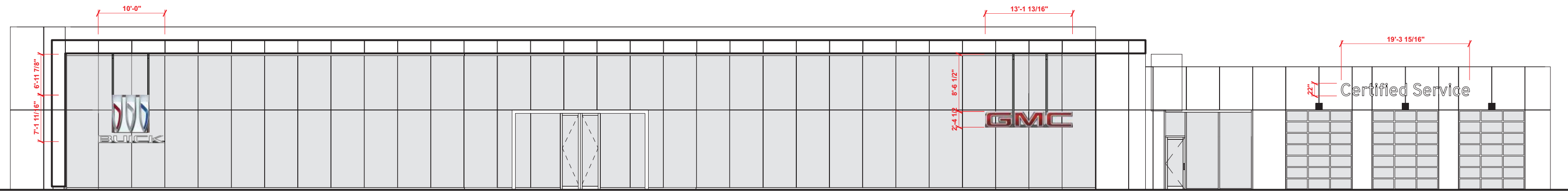


SCALE 3/16"=1'-0"

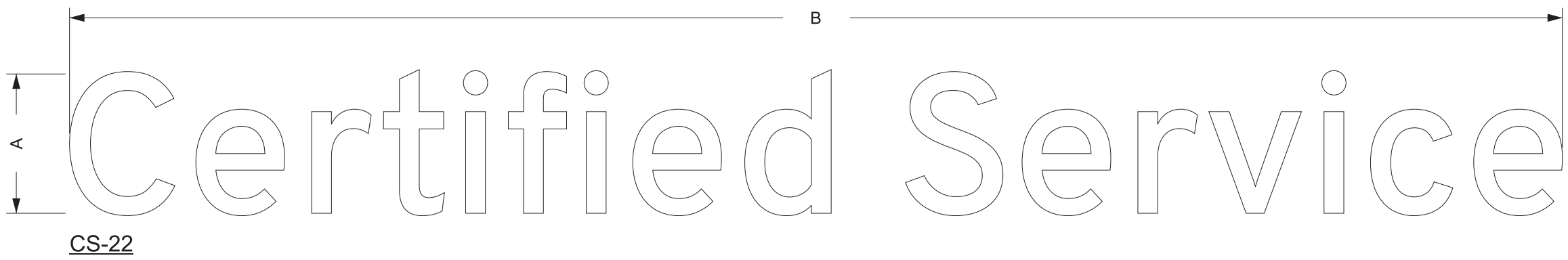
VISTA PORTAL - ARMATURE LETTER SET GMDI-GMC-SUS-RW-A-32.8-140

SIZE A: 32.80 SQ. FT.
ARMATURE SIZE: 8" X 4" X 1/4"
ESTIMATED SIGN WEIGHT: 330 LBS
Py (Axial): 195lb
Fz (Shear): 990lb
Mx (Moment): 9900 lb. ft.

ELECTRICAL REQUIREMENTS: Each sign requires a dedicated 120v circuit



FRONT ELEVATION



CS-22

SIZE	Certified Service	
	A	B
CS-22	1' - 10"	19' - 7 11/16"



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FINAL PUD PLAN

W. BAPTIST ROAD

PROJECT INFO
DATE: 02/22/2024
PROJECT MGR: B. SWENSON
PREPARED BY: B. SWENSON

ENTITLEMENT

DATE: BY: DESCRIPTION:
02/22/2024 JBS INITIAL SUBMITTAL
03/31/2024 JBS SUBMITTAL

ARCHITECTURAL
SIGN PACKAGE

15

15 OF 15



STAFF REPORT

TO: Planning Commission

FROM: Jenna Gorney, Senior Planner

DATE: March 11, 2026

SUBJECT: Case # 2024-008-FPUD
Request for the Approval of the Final Plat and Final Planned Unit Development
Plan for the Alpine Dealership at Falcon Commerce Center. [Public Hearing]

Applicant's Information.

Wesane Agent to Alpine Buick GMC
2109 South Wadsworth Blvd.
Lakewood, CO 80227

Owner's Information:

Tom Blunk
c/o Forest Lakes, LLC.
1201 Walnut St. STE 1100
Kansas City, MO 84106

Property Location.

Old Denver Road
Falcon Commerce Center
Property Schedule No. 7135000038

Property Size.

544,500sf or 12.5 acres

Comprehensive Plan Designation.

The subject property is designated Community Commercial (CC) on the east and Light Industrial (LI) on the west, by the Town's Comprehensive Plan, adopted 2017.

Zoning Designation.

PUD – Falcon Commerce Center Phase 2
(Resolution No. 56-2022)

Surrounding Property Information.

North – Pilot Gas Station
West – Falcon Commerce Center Phase 2 Preliminary
PUD, Area C
East – CDOT, I-25 Corridor
South – Falcon Commerce Center Phase 2
Preliminary PUD, Area B

Requested Action(s).

Request for the Approval of the Alpine Dealership at Falcon Commerce Final Plat, and Approval of the Final Planned Unit Development for Alpine Dealership at Falcon Commerce Center.

Executive Summary. The Applicant, Wesane, is requesting approval of the Alpine Dealership at Falcon Commerce Final Plat and Final PUD Plan.

The 12.5 acres subject area is zoned Planned Unit Development (PUD) and is located south of the Pilot gas station near the southeast corner of Terrazzo Drive and West Baptist Road. Approval of the Final Plat and Final PUD Plan are requested to allow the development of an automotive dealership, sales, and service

Each request will be considered separately based on relevant review criteria and forwarded to Town Council for Consideration with a recommendation from Planning Commission.

Public Notice. Pursuant to [Chapter 18 - Land Development Code, Section 18.01.260.D and Table 1.2](#), which requires a public notice at least fifteen (15) days prior to any public hearing for a land use change, be mailed to property owners with 500 feet and posted on the property. The Applicant has complied with aforementioned notice requirements. A copy of the public notice is included with this report as Attachment 2.

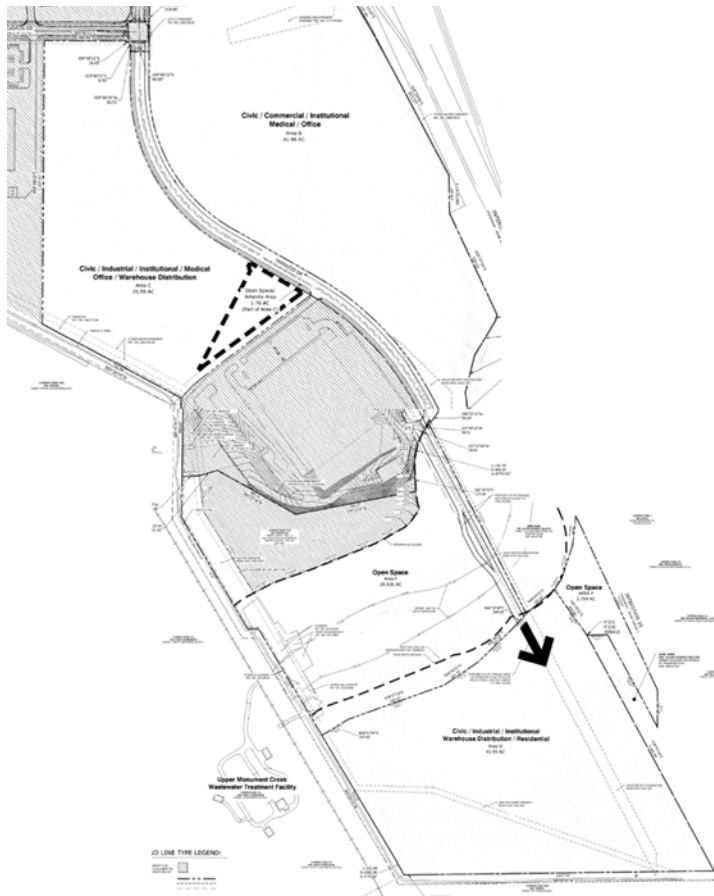
History/Background.

1. Falcon Commerce [Rezone from Planned Industrial Park \(PIP\) to PD and PD Sketch Plan](#) was approved on August 17, 2020 via Ordinance 16-2020 [\[link\]](#)
2. Falcon Commerce Center received approval for a Preliminary PD Site Plan for Phase 1 [\[link\]](#) on October 5th, 2020 via Ordinance 24-2020 [\[link\]](#) and was later recorded on March 9, 2021.
3. Falcon Commerce Center received approval for a Preliminary PUD Plan for Phase 2 [\[link\]](#) on July 18, 2022 via Resolution 56-2022 that was recorded on August 16, 2022 [\[link\]](#).

The current applications include the Final Plat for the northern 12.5 acres of Phase 2, and the Final PUD Plan for that space: The Alpine Dealership at Falcon Commerce Center.

The Preliminary Planned Unit Development (PUD) Plan for Phase 2 was organized into four distinct planning areas identified as Areas B, C, D, and F. Each area was structured to accommodate a specific mix of land uses while contributing to the overall vision for the development (Figure 1.)

Figure 1.



Area F (situated between areas C and D) included roughly 33 acres of Open Space, encompassing the Jackson Creek Floodplain area and an additional 1.75 acres of Open Space Amenity area east of area D.

Each of the development areas (B, C, and D) were all established to allow Civic and Institutional uses, providing flexibility for public and community-serving facilities throughout Phase 2. Beyond these shared uses, each area includes additional permitted uses tailored to its intended function within the broader development framework.

Area B permits a mix of Commercial, Medical, and Office uses, supporting employment-generating and service-oriented activities. Area C expands the common uses of Civic and Institutional by allowing Medical, and Office uses as well as Industrial and Warehouse Distribution

uses, creating opportunities for a broader range of business and operational activities.

Area D permits the base Civic and Institutional uses, and also permits Industrial and Warehouse Distribution uses, while also allowing a Residential component, introducing the potential for a mixed-use environment within that portion of the site.

Together, these areas establish a development pattern that integrates open space preservation with civic, employment, and residential opportunities within Phase 2 of the PUD.

The focus of the subject applications is the northern 12.5 acres of Area B.

Each parcel within the Falcon Commerce Center development is required to obtain Final Plat and Final PUD approval ([Sec. 18.03.460](#)) prior to the issuance of land development and building permits.

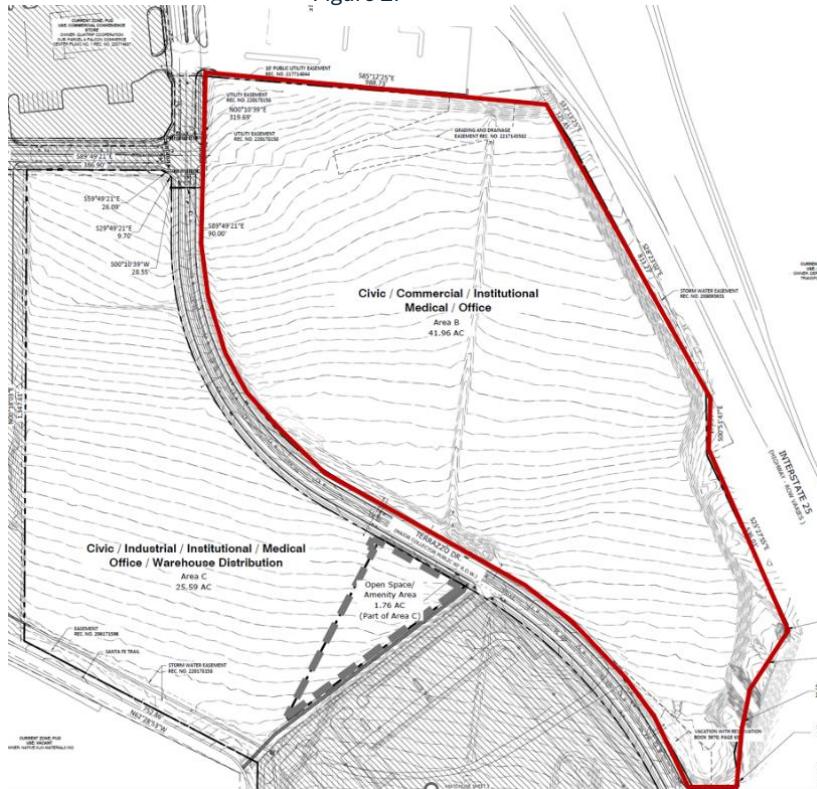
Project Details.

The Alpine Dealership at Falcon Commerce Center Final Plat proposes to subdivide the northern 12.5 acres within Phase Two of the Falcon Commerce Center development.

The Final PUD Plan proposed to develop that 12.5-acre Final Plat area into an automotive, sales, service, and repair development.

The Phase 2 Preliminary PUD Plan was approved for a mix of uses including civic, commercial, institutional, medical, office, warehouse distribution, and open space. Area B (Figure 2.) on the Phase 2

Figure 2.



Preliminary Plan comprises approximately 42 acres designated for Civic/Commercial/Institutional/Medical/Office uses. This Final PUD Plan for Automotive Sales, Service and Repair relates to the concurrently proposed Final Plat of the northern 12.5 acres of Area B, immediately south of the Pilot Travel Center.

The proposed development includes three buildings to be built out in two phases. The 65,096-square-foot, single-story Building A, proposed on the west side of the property, along with a centrally located, 7,486-square-foot vehicle wash facility and trash enclosure are intended to be built out in phase 1. Phase 2 will consist of a second

single-story building, totaling 39,559 square feet planned for the east side of the site.

The proposed development is consistent with the permitted uses outlined in the approved Preliminary PUD for the property, which allows commercial development. As proposed, the development will include 112,141 square feet of single-story structures, associated parking, vehicle display areas, landscaping, grading, and drainage.

As described and depicted in the proposed Final PUD documents (Attachment 6.), the development permits a maximum building height of 70 feet; however, the applicant is proposing a maximum building height of 25 feet with this Final PUD. Similarly, while the approved Preliminary PUD allows for up to 40 percent lot coverage, the applicant's proposal reflects a reduced lot coverage of 20 percent for this project.

Architecture of the buildings includes complimentary colors and a mix of materials such as metal panels, low level stone accents, and clear glazed glass doors and windows enhanced by vertical vegetated green wall panels.

The Final PUD plan reflects that **building and landscape setbacks** from Terrazzo Drive are twenty feet, landscaping setbacks from I-25 are to be 25 feet and buildings setback at 50 feet. The Final PUD Plan

defines a minimum setback of 10' for the internal lot lines to the north and south. As proposed, the buildings are setback a minimum of 65' from the north lot line and 90' from the south lot line.

Landscaping on the northern and southern boundary includes the installation of a retaining wall along the property line. Rock mulch will be integrated on the north line while river rock and shrubs will be installed along the south line, interior to the retaining wall. Such retaining wall shall not exceed twelve feet in height.

Landscaping on the east property line fronting the I-25 corridor is comprised of buffer planting of native seed mix combined with edged tree and shrub plantings intended to screen roughly two-thirds of the vehicle parking while leaving landscaping low and open in front of the vehicle display area.

Landscaping within the site includes foundation planting on Building A facing Terrazzo Drive to compliment hearty street frontage landscaping as well as landscaped parking lot islands integrating lighting and a large array of tree and shrub plantings.

The overall landscape design uses hardy native species along the site edges and more structured planting internally. All planting have been chosen from the Approved Plant List for the Town of Monument.

Parking on the development includes 679 spaces; 254 of which will be utilized for vehicle display. This allocation meets the required parking needed for the development (425 required spaces). An additional area for display is located at the southeast corner of the lot facing the I-25 corridor. To avoid this southeast ancillary vehicle display area from being overutilized, staff is providing a possible condition inclusion limiting the number of vehicles permitted to be displayed in this area. An additional condition includes the requirement that all vehicles parked in the ancillary southeastern display area shall be parked on an approved surface consisting of durable, dust free, all weather material such as: concrete, asphalt, asphalt millings installed over a compacted base, pavers installed over a compacted base, or other similar hard-surfaced materials

Traffic Analysis Report. The Applicant provided a Traffic Generation Analysis for the project. The Report, prepared by SM Rocha, LLC, Traffic and Transportation Consultants, dated 7/21/2025, covering Areas A, B, C, and D of Falcon Commerce Center Phase 2.

Based on the conclusions presented in the analysis, the projected site-generated traffic associated with the proposed Conceptual Plan is not anticipated to adversely affect traffic operations on the surrounding roadway network, including the intersection of Baptist Road and Terrazzo Drive. The analysis concludes that the proposed development remains consistent with the assumptions and findings of the previously approved Falcon Commerce Center Traffic Impact Study. Accordingly, the conclusions and recommendations contained within the approved traffic study remain applicable and valid.

Stormwater Management. The Applicant provided a Drainage Report for the project [Attachment 9.]. The Report, prepared by Kiowa Engineering Corporation, dated December 22 2025, concludes that the stormwater drainage improvements have been prepared in accordance the Town of Monument standards and Colorado Springs Drainage Criteria Manual. The report concludes that the proposed stormwater management design has been engineered to properly convey and treat stormwater based on the requirements and guidance of the aforementioned manuals. . Based on the current data and analysis included in the Applicant's December 2025 Report, Town Staff concur with this assessment.

Comprehensive Plan. The subject property is designated Commercial Center (CC) on the east and Light Industrial (LI) on the west (Attachment 1.), by the Town's Comprehensive Plan, adopted 2017. An automotive sales and service development is generally consistent with the intent of the Commercial Centers (CC) designation as well as the Light Industrial designation. Providing goods and services to area residents and the traveling public, this vehicle-oriented use is appropriately located near a major transportation corridor (I-25) and the Baptist Road intersection as intended by the Plan. The high-quality landscaping together with the mixed materials and visual articulation of the structures minimizes visual impacts of the service component and provides interest and variation over large walls. Additionally, an automotive sales and service development aligns with the intent of the Light Industrial (LI) designation, particularly with respect to the service and repair components, which are similar in character to the contractor trades and small-scale business services called for in these designations.

Together, the 2017 Comprehensive Plan and the approved uses per the Preliminary PUD plan identifies this area for uses such as the proposed auto sales and service development.

ANALYSIS AND FINDINGS

Criteria for Review – 18.02.260 C. Final Plat

Pursuant to section 18.02.260 C. of the Land Development Code Final Plats are reviewed in accordance with the applicable approval criteria set forth in the Land Development Code. Staff has evaluated the submitted application against these criteria and provides the following analysis and determination regarding the extent to which the proposal complies with each standard.

1. *The plat conforms with the Town's Comprehensive Plan; Parks, Trails, and Open Space Plan; and other plans adopted by the Town from time to time;*

Based on staff's analysis and input provided by the Town's Development Review Team (DRT) partners, the proposed project is consistent with all applicable development standards and Town guiding documents. The Final Plat is proposed on Area B of the Falcon Commerce Center PUD development area. The overall development area includes 33 acres of open space.

2. *The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;*

The proposed plat establishes a lot pattern that is compatible with surrounding development. Access is provided in alignment with the existing intersection of Squadron Drive and Terrazzo Drive while providing a secondary access on the southwest corner of the property. Consistent with other lots located east and west of Terrazzo Drive, the subject property includes substantial frontage along Terrazzo Drive and extends the full depth of the block from Terrazzo Drive to I-25.

3. *The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;*

The Final Plat for the Alpine Dealership at Falcon Commerce is part of the overall Falcon Commerce Center PUD which includes roughly 33 acres of Open Space. Lighting was evaluated as part of the review of the subsequent Final PUD Plan.

4. *The plat design provides for adequate access to all lots and tracts proposed in the subdivision;*

The proposed plat is a single lot that would not create a landlocked parcel as it provides two points of access on Terrazzo Drive, ensuring adequate access.

5. *Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;*

- a. *A sufficient supply of water is available and sufficient water rights have been dedicated to the Town or applicable district, in conformance with the applicable district's water standards.*

Forest Lakes Metro District provided a Water and Sewer Services Commitment letter confirming that the Metro District has the necessary water resources and wastewater systems to provide both water and sewer services to Alpine Auto in the Falcon Commerce Center.

- b. *The owners and/or developers of the property will bear the cost of improvements which benefit the land being developed and pay their fair share of any community improvements and/or facilities.*

While not required as part of the Final Plat approval, during the development of the Final PUD development the applicant will be required to enter into an Improvements Agreement, provide financial securities and pay development impact fees as applicable.

6. *The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, and streets;*

The application submittal materials included a Geologic Hazard Analysis that was approved and accepted by the Town Engineer.

7. *The plat conforms to all applicable provisions of these regulations and any other applicable provisions of the Monument Municipal Code, and all applicable County, State, and Federal Regulation;*

Town Municipal Code, County, State, and Federal regulations have been met as required.

8. *The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Monument;*

The proposed plat does not impact any known unique or distinctive natural areas, scenic areas, natural landmarks, significant wildlife habitats, drainage or riparian areas, wetlands, historic features, or archaeologically sensitive sites. Therefore, the plat design is consistent with the preservation and conservation of such resources and meets this criterion.

9. *The plat design provides for the preservation and conservation of significant stands of vegetation; and*

No significant stands of vegetation are known to be on the area.

10. *The final plat is generally consistent with the preliminary plat, as applicable.*

The Final Plat contemplates the subdivision of the northern 12.5 acres of the existing Preliminary PUD. The proposed Final Plat area does not extend beyond the originally approved boundary area and the plat creates a reasonably logical lot within.

Staff find the above criterion has been met

Criteria for Review – 18.03.460 D. Final PUD Plans

Pursuant to section 18.03.460 D of the Land Development Code Final PUD Plans are reviewed in accordance with the applicable approval criteria set forth in the Land Development Code. Staff has evaluated the submitted application against these criteria and provides the following analysis and determination regarding the extent to which the proposal complies with each standard.

1. *The final PUD conforms to or is consistent with the Preliminary PUD*

The Final PUD Plan proposes commercial development including Auto Sales, Service and Repair as consistent with the approved uses defined in the Falcon Commerce Center Phase 2 Preliminary Plan.

2. *Circulation is designed for the type of traffic generated, safety, separation from living areas, convenience, access, handicap access, noise and exhaust control. Though generally discouraged, private internal streets may be considered where appropriate to the development. A proper institutional framework, such as a metropolitan or special district must be established*

for maintenance thereof for the life of any private streets. All streets shall be accessible by police and fire department and other emergency vehicles for emergency purposes, and to service vehicles such as trash trucks. Bicycle and pedestrian circulation and connections shall be provided

The application materials included a Traffic Generation Analysis that concluded conformance with previous approvals and no additional impacts to Baptist Road or the Squadron Road and Terrazzo Drive intersections. On site parking and circulation followed Land Development Code Standards for handicapped parking, drive aisle widths and turn radius. The site is accessible for first responders via two access options on Terrazzo Drive, and access to the trash enclosure on the north property line has been provided for with a clear drive aisle route.

3. *Functional parks, open space, and trails in terms of recreation, views, density relief, convenience, function, connectivity, and optimum preservation of natural features including trees, shrubs, wildlife habitat, scenic areas and riparian and drainage areas are provided in conformance with the Comprehensive Plan, the Parks, Trails, and Open Space Master Plan, and the Development Standards ([Chapter 18.05](#) of this title)*

This element was considered during the design and overall layout of the Preliminary PUD and such elements for open space, natural features, and wildlife conservation were considered in the set aside of 33 acres of open space in the Jackson Creek Floodplain Area F.

4. *A variety of development and housing types and styles, and densities are proposed. Mixed land use is encouraged;*

While this area is not planned for residential use, the combination of retail, and service contributes to the goal of mixed uses especially in locations that are auto dependent. As defined in the Final PUD Plan and above, the architectural design of the development provides visual variation and appeal while maintaining a low visual impact with single story structures and high quality landscaping.

5. *Privacy for individuals, families and neighbors is provided as appropriate;*

This element is not applicable.

6. *Building design in terms of orientation, spacing, materials, exterior color and texture, storage and lighting result in a quality architectural design that is compatible with the surrounding neighborhood. The placement of identical or similar residential models on any two adjoining lots along a street is discouraged;*

As noted above, the design elements blend a mix of complimentary colors and materials such as metal panels, low level stone accents, and clear glazed glass doors and windows complemented by vertical vegetated green walls. These combined elements create an attractive visual articulation as mass appropriate for the development's

location along the I-25 corridor and within the development area. Downlit shielded light poles not exceeding twenty-two feet will minimize light pollution.

7. *The landscaping is a quality design that enhances the site and is compatible with the surrounding neighborhood as shown by amount, types, and materials used. Entrance features are encouraged. The proposed landscaping must not create maintenance problems and shall be suitable for the site and neighborhood including plant hardiness. A xeriscape design that will conserve water is required;*

Please see evaluation of the landscaping elements in the above landscaping section.

8. *Adequate off-street parking will be provided:*

- a. *Particularly for single-family residences in a PUD, required front-yard setbacks should be established and driveways should be arranged so as to provide off-street parking therein without causing parked autos to block sidewalks.*

Adequate parking facilities and access has been provided as required as will not facilitate any additional parking required off site. Appropriate setbacks have been maintained.

- b. *The Town may increase or decrease the normally required number of off-street parking spaces:*

Additional off street parking was not requested as the applicant provided 254 additional parking spaces beyond the minimum requirement.

9. *The final PUD has been shown to fit within the context of the planned land use pattern and roadway and utility systems of the larger surrounding area.*

The proposed Final PUD Plan is consistent with the approved Preliminary PUD and the broader development framework for Falcon Commerce Center Phase 2. The automotive sales, service, and repair use aligns with the commercial and employment-oriented uses planned for Area B and surrounding properties. The site is served by Terrazzo Drive and is located near the Baptist Road and I-25 corridor, providing appropriate access for the type of use proposed. A Traffic Generation Analysis determined that the development will not adversely impact the surrounding roadway network. Water and sewer service have been confirmed by the Forest Lakes Metropolitan District, demonstrating that adequate utility infrastructure is available to support the development.

Staff find the above criterion has been met

Findings of Fact and Staff Recommendation

After reviewing the Alpine Dealership at Falcon Commerce Center Final Plat, the following finding of fact has been made:

1. The request has met the applicable criteria identified in Section 18.02.260 C. of the Land Development Code. Therefore, Staff recommends approval of the request.

After reviewing the Alpine Dealership at Falcon Commerce Center Final PUD Plan, the following finding of fact has been made:

1. The request has met the applicable criteria identified in Section 18.03.460 D of the Land Development Code. Therefore, Staff recommends approval of the request with the conditions as set forth in the recommended motion.

Recommended Motion/Action.

Motion 1) Mr. Chairman, on the request for approval of the Alpine Dealership at Falcon Commerce Center Final Plat, within Phase 2 of the Falcon Commerce Preliminary PUD Plan, for property located on parcel No. 7135000035, I move that the Planning Commission forward a recommendation of approval/denial to Town Council, supported by the attached documents and by the finding of fact as listed in the staff report.

Motion 2) Mr. Chairman, on the request for approval of the Alpine Dealership Falcon Commerce Center Final PUD Plan, within Phase 2 of the Falcon Commerce Preliminary PUD Plan, for property located on parcel No. 7135000035, I move that the Planning Commission forward a recommendation of approval/denial to Town Council, supported by the attached documents and by the finding of fact as listed in the staff report with the following conditions:

Possible Conditions if recommending approval.

1. The Vehicle Display Area in the south east corner of the lot, as shown on page 8 of the Final PUD Plan set, shall be utilized as presented, having a maximum of 13 vehicles parked or displayed in this area and, any vehicles parked or displayed in this area shall be parked on an approved surface consisting of durable, dust free, all weather material such as: concrete, asphalt, asphalt millings installed over a compacted base, pavers installed over a compacted base, or other similar hard-surfaced materials.
2. No vehicles shall be parked or displayed on the building pad for Phase 2 (Building B) during development.

Attachments Referenced and Additional

1. Attachment 1 - Aerial, Location Map and Future Land Use Map.
2. Attachment 2 - Public Hearing Notice.
3. Attachment 3 - Falcon Commerce Center Preliminary PD Site Plan Phase 1. [\[link\]](#)
4. Attachment 4 - Falcon Commerce Center Preliminary PUD Plan for Phase 2. [\[link\]](#)
5. Attachment 5 - Alpine Dealership at Falcon Commerce Center Final Plat. [\[link\]](#)
6. Attachment 6 - Alpine Dealership at Falcon Commerce Center Final PUD Plan [\[link\]](#) prepared by N.E.S. Inc. last revised 10/24/2025.
7. Attachment 7- Applicant Project Narrative, last revised September 2025. [\[link\]](#)

March 11, 2026

8. Attachment 8 - Traffic Generation Analysis, prepared by SM Rocha, dated 7/21/2025. [\[link\]](#)
9. Attachment 9 - Drainage Report , prepared by Kiowa Engineering, dated 12/22/2025. [\[link\]](#)
10. Attachment 10 - Geohazard Report, prepared by CTL Thompson, dated 2/26/2020. [\[link\]](#)
11. Attachment 11 - Grading and Erosion Control Plan, prepared by Kiowa Engineering, dated 5/1/2024. [\[link\]](#)
12. Attachment 12 – Town Engineer Recommendation of Approval [\[link\]](#)



**TOWN OF MONUMENT PLANNING COMMISSION - DRAFT
REGULAR MEETING**

Wednesday March 11th, 2026

Hybrid Meeting-In person and remote participation Via Microsoft TEAMS

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

- a. Chair Egley called the meeting/hearing of the Planning Commission of the Town of Monument, Colorado, to order at 6:00 pm at Monument Town Hall and led those assembled in the Pledge of Allegiance.

PLANNING COMMISSION	TOWN STAFF
PRESENT: Chair Ray Egley Commissioner Donna Hatch Commissioner John Parr Commissioner Martin Trujillo	Rey Medina, Planner Jenna Gorney, Senior Planner Dan Ungerleider, Planning Director
ATTENDED REMOTELY:	
ABSENT: Vice-Chair Corey Petersen Commissioner Valerie Baumer	

2. Approval of Minutes/Agenda Modification

- a. Move to approve the minutes of February 11th, 2026, Planning Commission Meeting.
Commissioner Egley motioned to approve the minutes; Commissioner Parr seconded; passed 4-0.

3. Hearing/Meeting Items

- a) Request for the Approval of the Final Plat and Final Planned Unit Development Plan for the Alpine Dealership at Falcon Commerce Center.
- Public Hearing was open and closed with members of the public present.
 - Staff Presentation: Presented by Jenna Gorney, Senior Planner.
 - Public Comments: Darlene Scow – Question regarding lot coverage. Plans show 40% coverage, but the lot looks to be covered at 80%. Town code defines lot coverage by building not asphalt pour.
 - Commissioner Comments:
 - Trujillo – Traffic Impact discussion. Was the study completed considering the growth of Monument or just a snapshot in time of current development? Applicant responds: Traffic study considers the 20-year breakdown of development in the area.
 - Trujillo – Stormwater, is there water running east or west of the property or leading to the air force academy. Applicant responds: there is a regional retention pond from the Falcon Commerce Center to the South. All stormwater from this site would lead to that retention pond.
 - Trujillo – Visual and corridor aesthetics. Discussion of signage on the property and dark sky compliance.
 - Trujillo – Discussion of water impact on Town of Monument water. Applicant responds: Water

service is being provided by the Forest Lakes Metro district. Water prices continue to increase as we continue the drought season in Colorado.

- e) Hatch – Discussion of alignment of parking spaces on the site.
- f) Hatch – Pavement and water runoff concerns. The water is projected to run underneath the property into the ROW along Terrazzo that leads to the retention pond.
- g) Hatch – Car ports for hail? There are some thoughts proposed by the applicant.
- h) Egley – Any traffic improvements expected? No proposed improvements.
- i) Egley – Discussion of water recycling plans for the on-site car wash for the property.
- j) Egley – Discussion of turning the soft surface trail leading to the property into a sidewalk.
- k) Egley – Discussion of lighting and compliance with dark sky compliance.
- l) Trujillo – Are we setting a precedent for more car dealerships to enter and grow in the Town of Monument? Response: This project falls upon a previous PUD approval that aligns with the dealership use, it does not set a precedent for dealerships to grow around the Town.
- v. Commissioner Egley made a motion:
 - b) Motion: *“On the request for approval of the Alpine Dealership at Falcon Commerce Center Final Plat, within Phase 2 of the Falcon Commerce Preliminary PUD Plan, for property located on parcel No. 7135000035, I move that the Planning Commission forward a recommendation of **approval** to Town Council, supported by the attached documents and by the finding of fact as listed in the staff report.”*
 - c) Commissioner Trujillo seconded the motion; motion passed (4-0).
 - d) Motion: *“On the request for approval of the Alpine Dealership Falcon Commerce Center Final PUD Plan, within Phase 2 of the Falcon Commerce Preliminary PUD Plan, for property located on parcel No. 7135000035, I move that the Planning Commission forward a recommendation of approval/denial to Town Council, supported by the attached documents and by the finding of fact as listed in the staff report with the following conditions:*
 - a. The Vehicle Display Area in the south east corner of the lot, as shown on page 8 of the Final PUD Plan set, shall be utilized as presented, having a maximum of 13 vehicles parked or displayed in this area and, any vehicles parked or displayed in this area shall be parked on an approved surface consisting of durable, dust free, all weather material such as: concrete, asphalt, asphalt millings installed over a compacted base, pavers installed over a compacted base, or other similar hard-surfaced materials.
 - b. No vehicles shall be parked or displayed on the building pad for Phase 2 (Building B) during development.
 - c. Paved concrete of the existing subsurface sidewalk on the southwest end of the property from Squadron Drive to the end of the property line.
 - e) Commissioner Parr seconded the motion; motion passed (4-0).
- b) Request for the Approval of the Final Plat and rezone for the Monument Fire Training Facility.
 - v. Public Hearing was open and closed with members of the public present.
 - vi. Staff Presentation: Presented by Rey Medina, Planner.
 - vii. Public Comments: Darlene Scow – Question regarding zoning of the property. Staff responds explaining the request for rezoning. Jean Husman – Discusses multiple concerns: Frequency of use, other districts using the facility, precedent for increased height, runoff concerns, lot b rezoning without site plans, no burning of real wood, noise concerns, environmental impact study?, landscaping will not survive. Applicants address as many of the questions as they were able to.
 - viii. Commissioner Comments:
 - a) Trujillo – Who’s funding is this coming from? Taxes are from the Monument Fire District, so Monument residents.
 - b) Parr – How do you keep smoke from drifting to homes? Applicant explains smoke dispersal measurements for burn training.
 - c) Hatch – Are there fees charged to partnering entities that use the facility? Depends on the use of the facility.

- d) Egley – Does our Fire Department pay a fee when going to other training locations? Yes, there are fees associated with training at other locations, details discussed in meetings and available in recording.
- ix. Commissioner Hatch made a motion:
 - a) Motion: *“On the request for approval of the Monument Fire District Subdivision Final Plat, for property located on parcel No. 7115118002, I move that the Planning Commission forward a recommendation of approval to Town Council, supported by the attached documents and by the finding of fact as listed in the staff report.*
 - b) Commissioner Egley seconded the motion; motion passed (3-1).
 - c) Motion: *“On the request for approval of the rezoning from Planned Unit Development (PUD) to Public (P), for the property located on parcel No. 7115118002, I move that the Planning Commission forward a recommendation of approval to Town Council, supported by the attached documents and by the findings of fact as listed in the staff report.*
 - d) Commissioner Egley seconded the motion; motion passed (3-1).

4. Other Topics:

- a. Senior Planner, Jenna Gorney recommends a workshop take place at the next Planning Commission meeting to discuss building material guidelines for projects that continue to come to the Planning Commission and Town Council.

5. Adjournment: Chair Egley moved to adjourn the meeting/hearing of the Planning Commission at 8:05 pm.

Next Planning Commission Meeting: April 8th, 2026.

The public is welcome to attend either in person or online for the Planning Commission meetings. Town of Monument meetings/hearings Live Stream or video Meetings Online

- **Monument meetings/hearings live stream or video meeting recordings can be found online** - Please follow this (YouTube) link to view all PC meetings/hearings: <http://bit.ly/2uZxjfa>
- **Streaming meetings:** Instructions can be found on the Town website: <https://www.townofmonument.org/263/Planning-Commission-Board-of-Adjustment>
- **Meeting Minutes:** Minutes taken by staff are action summaries. As per the Planning Commission Bylaws, all public meetings of the Commission shall be recorded by electronic device. Any person desiring to have a meeting recorded by a stenographic reporter, at his or her expense, may do so, provided that it does not otherwise disrupt the proceedings.

IMPORTANT NOTE: Accommodations for the hearing impaired can be made upon request with 24 hours' notice. Please call 719-481-2954.

Reference: All Development project information can be found on the town website at <https://www.townofmonument.org/235/Development-Projects>.

Note that each project application submitted to the Town of Monument is reviewed fully by the Planning Department Staff prior to placement on the agenda of the Planning Commission or Town Council. At the meetings/hearings, applicants and Staff will provide details such as possible conditions, density, development capacity and all current and previous approvals. This will include project referrals, which are completed prior to all projects to verify conformance and approval criteria before being brought forth to the Planning Commission.

**TOWN OF MONUMENT
ORDINANCE NO. 09-2026**

**AN ORDINANCE GRANTING APPROVAL OF THE FINAL PLANNED UNIT
DEVELOPMENT PLAN FOR ALPINE DEALERSHIP AT FALCON COMMERCE CENTER,
LOCATED EAST OF THE INTERSECTOION OF SQUADRON DRIVE AND TERRAZZO
DRIVE**

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, Mr. Brooks Swenson of N.E.S. Inc, on behalf of Wesane LLC, is seeking approval of the Final Planned Unit Development (FPUD) for Alpine Dealership at Falcon Commerce Center (the “Property”), for the construction of an automotive sales, service, and repair facility east of the intersection of Squadron Drive and Terrazzo Drive, legally described on Exhibit A; and

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on March 11, 2026, and made a recommendation of APPROVAL by a vote of 3 to 1, based upon the Finding of Fact attached hereto as Exhibit B; and subject to the Conditions of Approval attached hereto as Exhibit C.

WHEREAS, the Town desires to ensure long-term financial health and sustainability by supporting orderly commercial development that strengthens the tax base, supports long-range financial planning, and promotes efficient and resilient Town services; and

WHEREAS, approval of the Final PUD Plan advances the Town’s objective to enable responsible community development by establishing a clear and accountable framework for future commercial development consistent with adopted plans and applicable regulations.

WHEREAS, on May 4th, 2026, the Monument Town Council received the Planning Commission’s recommendation and conducted a public hearing and hereby determined that Final Planned Unit Development for Alpine Dealership at Falcon Commerce Center, is in conformance with the Preliminary PUD for the property and the conditions outlined in the Land Development Code, Sections 18.03.440, 18.03.450, and 18.03.460 et. seq.; and

WHEREAS, this Ordinance was introduced by title and voted upon at the regular meeting of the Town Council on May 4, 2026.

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

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

Section 2. Approval. The Town Council approves the Final Planned Unit Development for Alpine Dealership at Falcon Commerce Center, located east of the intersection of Squadron Drive and Terrazzo Drive, subject to the following conditions:

1. The Vehicle Display Area in the south east corner of the lot, as shown on page 8 of the Final PUD Plan set, shall be utilized as presented, having a maximum of 13 vehicles parked or displayed in this area and, any vehicles parked or displayed in this area shall be parked on an approved surface consisting of durable, dust free, all weather material such as: concrete, asphalt, asphalt millings installed over a compacted base, pavers installed over a compacted base, or other similar hard-surfaced materials.
2. No vehicles shall be parked or displayed on the building pad for Phase 2 (Building B) during development.
3. The existing subsurface sidewalk on the west property line is to be paved with concrete from the intersection of Squadron Drive to the south property line.
4. At no time may delivery vehicles for the subject property be staged on Terrazzo Drive.

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

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

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

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

INTRODUCED, PASSED, and ADOPTED/REJECTED, by the Town Council of the Town of Monument, Colorado this 4th day of May 2026 by a vote of for and against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAPTIST ROAD AS DESCRIBED AS PARCEL NO: 2B REV., IN THE DOCUMENT RECORDED AUGUST 20, 2008 UNDER RECEPTION NUMBER 208093631, RECORDS OF EL PASO COUNTY, BEING MONUMENTED ON THE WESTERLY END BY A 3-1/2" ALUMINUM CDOT ROW CAP STAMPED "PLS 26968 AND AT THE EASTERLY END BY A 1-1/2" ALUMINUM CAP STAMPED "CCES PLS 30118" FOUND .2' BELOW GROUND, ASSUMED TO BEAR N83°54'13" A DISTANCE OF 377.02 FEET. BEARINGS ARE BASED FROM THE SURVEY RECORDED OCTOBER 11, 2017 UNDER RECEPTION NUMBER 217900186, RECORDS OF EL PASO COUNTY, COLORADO.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO,

THENCE S52°31'18"E, A DISTANCE OF 1,550.21 FEET TO THE SOUTHEAST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCIAL CENTER FILING NO. 1, RECORDED DECEMBER 10, 2020 UNDER RECEPTION NUMBER 220714637, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°10'39"E, ON THE EASTERLY LINE OF SAID TERRAZZO DRIVE, A DISTANCE OF 319.69 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, PILOT TRAVEL CENTER FILING NO. 1, AS RECORDED NOVEMBER 8, 2017 UNDER RECEPTION NUMBER 217714044,

THENCE S85°12'25"E, ON SAID SOUTHERLY LINE, A DISTANCE OF 988.73 FEET, TO A POINT ON THE EASTERLY LINE OF THE LAND SURVEY RECORDED OCTOBER 11, 2017 UNDER RECEPTION NUMBER 217900186, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25;

THENCE ON THE EASTERLY LINE OF SAID SURVEY, FOLLOWING TWO (2) COURSES:

1. S32°13'25"E, A DISTANCE OF 125.45 FEET;
2. S28°23'02"E, A DISTANCE OF 392.29 FEET;

THENCE N90°00'00"W, A DISTANCE OF 1,238.10 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N85°51'53"E, HAVING A DELTA OF 04°18'46", A RADIUS OF 780.00 FEET; A DISTANCE OF 58.71 FEET TO A POINT OF TANGENT; THENCE N00°10'39"E, A DISTANCE OF 155.52 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 998,431 SQUARE FEET OR 22.9208 ACRES.

EXHIBIT B
FINDINGS OF FACTS

1. The request has met the applicable criteria identified in Section 18.03.460 D. of the Land Development Code.
2. The proposed use meets the intent of Comprehensive Plan designation for the property.
3. The final planned unit development is consistent with the approved preliminary planned unit development.
4. Onsite circulation and access are designed for the anticipated type of pedestrian and vehicular traffic generated.
5. Building design in terms of orientation, spacing, materials, exterior color and texture, storage and lighting result in a quality architectural design is compatible with the existing and anticipated area.
6. The landscaping is a quality design that enhances the site and is compatible with the surrounding neighborhood as shown by amount, types, and materials used.
7. Adequate off-street parking, both standard and ADA accessible, is provided.
8. The Final Planned Unit Development fits within the context of the planned land use pattern and roadway and utility systems of the larger surrounding area.

**TOWN OF MONUMENT
ORDINANCE NO. 12-2026**

**AN ORDINANCE REPEALING AND READOPTING
TITLE 9 OF THE MONUMENT MUNICIPAL CODE**

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

WHEREAS, the Members of the Town Council (“Council”) have been duly elected and qualified; and

WHEREAS, the Council has determined that it is necessary to repeal and readopt Title 9 of the Monument Municipal Code (“Code”) to bring it into conformance with the Charter and provide general updates; and

WHEREAS, this Ordinance was introduced by title, considered at a public hearing, and voted upon at the regular meeting of the Town Council on May 4, 2026

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

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

Section 2. Repeal and Readopt Title 8 of the Monument Municipal Code. Title 9 of the Code as set forth in Exhibit A, attached hereto and incorporated herein, is repealed and readopted with underlined text being added and stricken text being deleted.

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

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

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

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

INTRODUCED, PASSED, and ADOPTED/REJECTED, by the Town Council of the Town of Monument Colorado this 4th day of May, 2026 by a vote of _____ for and _____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

**EXHIBIT A
TO ORDINANCE NO. 12-2026**

Title 9

PUBLIC PEACE AND WELFARE

Chapter 9.04 OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

9.04.010 Resisting an officer—Escaping—Rescuing a prisoner.

A. It is unlawful for a person to resist a police officer, member of the police department, or a person duly empowered with police authority while performing or attempting to perform their duties, or in any way to interfere with or hinder the officer in performing their duty.

B. It is unlawful for a person to offer or attempt to help any person in the custody of a police officer, member of the police department, or person duly empowered with police authority to escape or attempt to escape from such custody.

C. It is unlawful for a person to extract or attempt to extract a person in the custody of a police officer, member of the police department, or person duly empowered with police authority.

9.04.020 Duty of citizens to aid police officers.

All persons shall, when called upon by a police officer or other member of the police department, promptly aid and assist such officer or member in performing the officer's duties to the extent reasonable.

9.04.030 Impersonating an officer.

A. It is unlawful for a person, other than an official Town police officer, to wear the uniform, apparel, or any other insignia of office like or similar to, or a colorable imitation, of that adopted and worn by the Town police officers.

B. It is unlawful for a person to counterfeit, imitate, or cause to be counterfeited, imitated, or colorably imitated the uniform, appeal, or insignia of the Town police department.

9.04.040 Impersonating town officials and employees.

It is unlawful for a person to willfully, unlawfully, or fraudulently represent themselves as a Town official or Town employee and purport to perform the duties of a Town official or employee.

Chapter 9.08 OFFENSES AGAINST PUBLIC SAFETY

9.08.010 Storing flammable liquids.

It is unlawful to store, cause to be stored, or park any tank vehicle carrying flammable liquids or gases upon any Town street, way, or avenue, or in any part of the Town except those areas zoned for such uses.

9.08.020 Broken glass, nails, and dangerous substances in streets or on sidewalks.

It is unlawful for a person to throw, deposit, or cause to be thrown or deposited on a street, alley, sidewalk or other public way any glass, crockery, nails, or other dangerous substance.

9.08.030 Abandoned containers, wells, or cisterns.

It is unlawful for a person to leave or allow to remain outside of a dwelling, building, or other structure, or within an unoccupied or abandoned building, structure, or dwelling under the person's control, or in a place accessible to children, an abandoned, unattended, or discarded freezer, refrigerator, or other container with a door or lid, snap lock, or other locking device which may not release from the inside without first removing the door, lid, snap lock, or other locking device.

9.08.040 Open fires and open burning.

A. The purpose of this section is to preserve and protect the public health, safety, and welfare of the Town's citizens by banning open fires and open burning within the Town's incorporated areas to prevent potential loss of property and lives due to uncontrolled fires and the frequent dry weather conditions that occur in the area.

B. This section applies throughout the incorporated Town limits and includes public and private lands.

C. For purposes of this section, "open fires" or "open burning" means an outdoor fire, campfire, warming fire, or burning of fields, trash, and/or debris.

D. It shall be unlawful for a person to build, maintain, attend, or use an open fire or conduct an open burn in Town limits, including on public and private lands.

E. The following shall not constitute a violation of this Section:

1. Fires contained within liquid-fueled or gas-fueled stoves or grills, manufactured fire pits, and charcoal grill fires provided adequate fire suppression items are available, and the stove, pit, or grill is constantly attended.

2. The actions of a federal, state, or local officer, or member of an organized rescue or firefighting force in performing official duties.

3. Events permitted by the Town, provided that a burn permit is obtained and at least one member of the Monument Fire Protection District is present.

F. This section shall be enforced by the Town police department, whose members are authorized to order any person to immediately cease violating this Section. Such authority also includes, but is not limited to, the right to issue a summons and take such person or persons into temporary custody.

G. The Town Council finds, determines, and declares that this Section is necessary to preserve and protect the health, safety, and welfare of the Town's citizens and protect Town property.

9.08.050 Fireworks.

A. For purposes of this Section, “fireworks” is defined in Section 24-33.5-2001(5), C.R.S. and specifically includes permissible fireworks as defined in Section 24-33.5-2001(11), C.R.S. “Fireworks” does not include highway flares, railroad fuses, distress signals, smoke candles, and other emergency signal devices.

B. It shall be unlawful for a person to sell, offer for sale, or use, ignite, explode, or discharge any fireworks within the Town.

C. The Town’s police department shall seize, take, remove, and destroy, at the violator’s expense, all fireworks offered, stored for sale, or used in violation of this Chapter. A person who violates this Section, and upon conviction or a plea of guilty or no contest, shall be fined up to and including \$300.00 for each violation.

9.08.055 False Reporting.

A. For purposes of this Section, “identifying information” means a person’s name, address, birth date, social security number, or driver’s license or Colorado identification number.

B. It shall be unlawful for a person to knowingly provide a false report of identifying information to Town law enforcement.

C. A person who violates this Section, upon conviction or a plea of guilty or no contest, shall be fined up to \$750.00 for each violation, except that it shall be a fine up to \$1,000.00 if the violation results in substantially impeding the investigation or arrest of a person for the commission of a crime that is a felony.

9.08.060 Enforcement.

The provisions of this [Chapter](#) are enforceable under [Chapter 2.36](#) of the Code. At the discretion of the Town Manager, Code Officer, or Town Police Department, violations of this [Chapter](#) may also be summonsed into Municipal Court as violations of the Code.

Chapter 9.12 OFFENSES AGAINST PUBLIC PEACE AND DECENCY

9.12.010 False alarms.

A person who intentionally makes or gives a false fire alarm is guilty of a misdemeanor.

9.12.020 Assault.

It is unlawful for a person(s) to knowingly or recklessly cause bodily injury to another person, or with criminal negligence to cause bodily injury to another person by means of a deadly weapon. This Section shall not apply to injury intentionally caused by a deadly weapon, nor shall it apply in the event of serious bodily injury.

9.12.030 Unnecessary noise; disturbing the peace.

A. It is unlawful for a person to make, continue, or cause to be made or continued an unreasonably loud or unusual noise which seriously inconveniences other person(s) in the area.

For purposes of this Section, a member of the police department may make a prima facie determination whether such noises constitute a public nuisance.

B. It is unlawful for a person to make unnecessary noise within 150 feet of a hospital or other facility for the sick, or of a school during school hours, whether directly or through the operation of an instrument, machine, or vehicle.

C. It is unlawful to permit another to commit an act of disturbing the peace as described in Subsections A and B in or upon any premises owned, possessed, or under one's management or control when it is in their power to prevent such act.

D. It is unlawful for a person to disturb the peace of others by violent or offensive conduct or by profane, obscene, or offensive language calculated to provoke a breach of the peace.

E. It is unlawful for a person to abuse or threaten a person in a public or private place in an obviously offensive manner.

F. It is unlawful for a person to fight with another in a public or private place except in an amateur or professional contest of athletic skill.

G. It is unlawful for a person who is not a peace officer to discharge a firearm in a public or private place except when engaged in lawful target practice or hunting or for self-defense.

H. It is unlawful for a person who is not a peace officer to display a deadly weapon in a public or private place in a manner calculated to alarm or cause disturbance.

I. The violations described in this Section are cumulative.

9.12.040 Harassment.

It is unlawful for a person, with intent to harass, annoy, or alarm another, to:

A. Strike, shove, kick, or otherwise touch a person or subject them to physical contact.

B. In a public place, direct obscene language or make an obscene gesture to or at another person.

C. Follow a person in or about a public place or places.

D. Initiate communication with another, anonymously or otherwise, by telephone in a manner intended to harass or threaten bodily injury or property damage, or to make an obscene comment, request, suggestion, or proposal.

E. Place repeated phone calls, or cause a phone to ring repeatedly, without any legitimate conversational purpose, whether or not the call is answered.

F. Repeatedly insult, taunt, challenge, or communicate in offensively coarse language to another in a manner likely to provoke a violent or disorderly response.

A person convicted of, or who pleads guilty or no contest to, violating this Section shall face a fine of \$300.00 or a maximum sentence of 10 days imprisonment.

9.12.050 Possession of marijuana.

A. The following definitions apply to this Section and any other Code provisions relating to marijuana:

“Marijuana” means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. “Marijuana” does not include industrial hemp, fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seeds of the plant which are incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

“Marijuana product” means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption such as, but not limited to, edible products, ointments, and tinctures.

“Marijuana accessories” means any equipment, products, or materials used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

B. It is unlawful for a person under the age of 21 to possess, transfer, transport, or purchase marijuana, marijuana products, or marijuana accessories.

C. It is unlawful for a person 21 years of age or older to possess, transfer, transport, or purchase marijuana, marijuana products, or marijuana accessories for any reason other than personal use.

D. It is unlawful for a person to consume marijuana openly and publicly or in a manner that endangers others.

E. It is unlawful for a person to possess, manufacture, dispense, process, transfer, or sell marijuana except as allowed by Article XVIII of the Constitution of Colorado or the Colorado Medical Marijuana Act. Violations and penalties associated therewith are set forth in the Colorado Uniformed Controlled Substances Act of 1992.

F. A compressed, flammable gas shall not be used as a solvent in extracting THC or other cannabinoids in residential areas.

9.12.060 Possession of drug paraphernalia.

A. For purposes of this Section, “drug paraphernalia” has the same meaning as defined in the Colorado Uniform Controlled Substances Act of 1992, Sections 18-18-426 and -427, C.R.S., as enacted or amended.

B. For purposes of this Section, “controlled substance” has the same meaning as defined in the Colorado Uniform Controlled Substances Act of 1992, Section 18-18-101, C.R.S. et seq. as enacted or amended, which meaning includes any drug, substance, or immediate precursor included in Schedules I through V in Sections 18-18-203 through 18-18-207, C.R.S., as enacted or amended, including cocaine, marijuana, and marijuana concentrate.

C. A person commits possession of drug paraphernalia if drug paraphernalia is found within their custody and/or control and they know or reasonably should know that the drug paraphernalia could be used under circumstances which violate State laws.

D. A conviction or plea of guilty or no contest to violating this Section shall be punished by a fine of not more than \$100.00.

9.12.070 State provisions adopted by reference.

The following sections of the Colorado Revised Statutes in effect on the date this Section is adopted, as subsequently enacted or amended, are adopted by reference:

A. Section 18-18-102(5), C.R.S. defining “controlled substance”.

B. Sections 18-18-203 through 18-18-207, C.R.S., setting forth the schedules of substances.

C. Sections 18-18-426 and 18-18-427, C.R.S., defining “drug paraphernalia” and setting forth the criteria for determining whether an object is drug paraphernalia.

9.12.080 Public consumption of alcohol.

It is unlawful for a person to drink any malt, vinous, or spirituous liquors on any Town street, alley, sidewalk, or other public place except under the provisions stipulated in an approved and posted special event liquor license permit issued by the Town.

9.12.090 Assembling to commit unlawful acts.

It is unlawful for three or more persons to do any of the following:

A. Assemble with the intent to commit an unlawful act.

B. After assembling, mutually agree and act in concert to commit an unlawful act involving force or violence against Town property, another person, another’s property, or the public peace, or to take any step in preparation for such act.

C. While present at such a gathering, fail to make a reasonable effort to prevent the commission or preparation of the unlawful act.

9.12.100 Disturbing religious worship.

It is unlawful for a person on their own behalf or behalf of another person or entity to disquiet or disturb any congregation or assembly for religious worship by making a noise, rude or indecent behavior, or profane discourse within the place of worship or so near the same as to disturb the order or solemnity of the meeting.

9.12.110 Throwing stones and missiles.

No person shall throw or shoot a stone or other missile, including BB’s, at or upon a person, animal, or public property, building, structure, tree, shrub, or vehicle. A stone, bb, or missile thrown or shot must be done in a safe manner and shall not leave the private property.

9.12.120 Circulars and pamphlets prohibited.

It is unlawful for a person to publish or distribute or cause to be published or distributed a circular, pamphlet, card, or dodger, anonymous or not, which incites, counsels, promotes, or advocates hatred, violence, or hostility against any person or group of persons residing in the Town by reason of race, color, religion, or manner of worship.

9.12.130 Obstructing traffic and interfering with street or sidewalk use.

It is unlawful for a person, alone or with others, to obstruct or interfere with the reasonable, free, and unobstructed use of any Town sidewalk, public highway, street, alley, doorway, or driveway. A person shall not, in any manner, or for the purpose of annoyance or mischief, place or cause to be placed in any such location any box, barrel, cask, or other thing, or otherwise cause an obstruction. A person causing such obstruction must yield to the others' reasonable use or passage and, when directed by a Town police officer or other authorized peace officer, must immediately move, disperse, or stop the obstruction.

9.12.140 Reserved.

Chapter 9.16 OFFENSES RELATING TO PROPERTY

9.16.010 Injuring or destroying public property.

It is unlawful for a person to willfully, maliciously, wantonly, negligently, or otherwise damage or destroy Town-owned property, including real property, improvements, and moveable or personal property.

9.16.020 Criminal mischief.

It is unlawful for a person to knowingly damage the real or personal property of other persons. This Section shall not apply where the aggregate damage to the real or personal property is more than \$500.00.

9.16.030 Theft.

A. It is unlawful for a person to knowingly obtain, possess, or control anything of value of another without authorization or by threat or deception if such person:

1. Intends to deprive the other person permanently of the use or benefit of the thing of value.
2. Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit.
3. Uses, conceals, or abandons the thing of value intending that use, concealment, or abandonment will deprive the other person permanently of its use and benefit.
4. Demands consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person.

B. If a person willfully conceals unpurchased goods, wares, or merchandise owned or held by and offered or displayed for sale by a store or other mercantile establishment, whether on or off the store or mercantile premises, such concealment constitutes prima facie evidence that the person intended to commit theft.

C. This Section shall not apply when the aggregate value of the item(s) taken in any one criminal episode is valued at \$500.00 or more, nor where the item(s) taken is a motor vehicle, trade secret, or credit device.

9.16.040 Trespass.

A. It is unlawful to commit trespass, including onto private property within the Town, where the public is a business invitee to the premises. A person commits trespass if that person:

1. Enters upon or refuses to leave private property of another where such property has been posted with “No Trespass” signs, which signs are visible to persons entering upon the private property or which have been posted at reasonable intervals along the property boundary.

2. Enters upon or refuses to leave private property of another when immediately prior to such entry or refusal to leave, oral or written notice is given by the owner, a police officer, or firefighter acting in the course of his or her employment or by a person responsible for the care of the property, that such entry or continued presence is prohibited.

3. Enters upon or refuses to leave any public place after receiving a lawful order to leave from a police officer or firefighter acting in the course of his or her duties.

4. Enters upon or refuses to leave the property of a parochial, private, or public school where such property is used for education of persons after being told not to enter or after being told to leave by the principal or a teacher, staff member, or person entrusted with authority to maintain and supervise the property.

5. Enters or remains in or upon premises which are enclosed in a manner designed to exclude intruders or which are fenced.

6. Without being licensed, invited by a person with authority, or otherwise privileged, enters or remains in or upon the premises of another.

7. Enters or remains in or upon a building, property, or premises of a parochial, private, or public school where such property or premises has been posted with “No Trespassing” signs at the public entrances to the building, property, or premises and such person is not a student enrolled in that school, an employee of the school or school district on lawful business, or parent or custodian of a student enrolled in that school. For purposes of this Subsection, the term “student” does not include a person enrolled in the school but who is suspended, expelled, or otherwise prohibited from attending classes on the date and time of the alleged violation.

8. Enters or remains upon any private property or a building or property of a commercial establishment after such person has been given lawful and appropriate notice, by the owner or other person with authority to control access, that such person is prohibited from returning to such property or commercial establishment.

B. It shall be an affirmative defense to charges under Subsections (A)(1) through (A)(5) and (A)(7) of this Section that the defendant is licensed, invited by a person with authority, or otherwise privileged to so enter, remain, or refuse to leave.

C. As used in this Section, “premises” means real property, buildings, and other improvements thereon and the stream banks and beds of any non-navigable freshwater streams flowing through such real property.

9.16.050 Street signs.

It is unlawful for a person without proper authorization to remove, deface, damage, or destroy a street sign or sign erected or placed in or adjacent to a street indicating the name of such street.

9.16.060 Destroying posters.

It is unlawful for a person to willfully, maliciously, wantonly, negligently, or otherwise tear down, deface, or cover up a posted advertisement or bill when the same is posted or put up in accordance with this Chapter and the Code.

9.16.070 Streets, streams, and water supplies.

It is unlawful to throw, deposit, or cause or permit to be thrown or deposited any offal composed of animal or vegetable substance, or both, any dead animal, excrement, garbage, or other offensive matter upon a Town street, avenue, alley, sidewalk, or public place, or another substance that would tend to have a polluting affect, into the water of a stream, ditch, pond, well, cistern, trough, or other body of water, whether artificially or naturally created, or so near such place as to be likely to pollute the water.

9.16.080 Lug wheels prohibited.

It is unlawful to allow a vehicle to damage pavement on public roads unless the operator first lays planking and otherwise protects the street from damage.

9.16.090 Posters, letters, bills, and samples prohibited in streets and alleys.

It is unlawful for a person to throw a poster, dodger, circular, bill, letter, envelope, sample, or device upon a Town street, alley, park, or public place.

9.16.100 Theft by check.

A. It is unlawful for a person to issue, pass, or negotiate a check or similar sight order for payment of money or as payment for goods, services, or other things of value, or in exchange for cash, knowing that the issuer does not have sufficient funds in or on deposit with the bank or other drawee for the payment in full of the check or order as well as all other checks or orders outstanding at the time of issuance.

B. For purposes of this Section, the issuer's knowledge of insufficient funds is presumed, except in the case of a post-dated check or order, if: (1) the person has no account with the bank or other drawee at the time he or she issues the check or order; or (2) the person has insufficient funds upon deposit with the bank or other drawee to pay the check or order on presentation within 30 days after issue.

C. For purposes of this Section, "insufficient funds" means not having a sufficient balance in an account with a bank or other drawee for the payment of a check or order when the check or order is presented for payment and remains unpaid 30 days after such presentment.

D. Nothing in this Section shall apply where the value of the check is \$500.00 or greater, or where the offender is under accusation or formal criminal filing involving issuing two or more checks within a 60 day period in the State with an aggregate value of \$500.00 or more.

E. In imposing a penalty for violating this Section, the Municipal Court may require restitution in full to the person or entity to whom such check or order described herein was issued in addition to any other penalty imposed.

9.16.110 Theft by Electronic Payment.

A. As used in this Section, "financial transaction device" means any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or

guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a check.

B. It is unlawful for a person to use a financial transaction device for the purpose of obtaining cash, credit, property, or services or for making financial payment, with intent to defraud, and with notice that either:

1. The financial transaction device has expired or been revoked or cancelled.
2. For any reason their use of the financial transaction device is unauthorized either by the issuer thereof or by the account holder.

C. A person who violates this Section, upon conviction or a plea of guilty or no contest, shall be fined up to:

1. \$300.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is less than \$300.00.
2. \$750.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$300.00 or more but less than \$1,000.00.
3. \$1,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$1,000.00 or more but less than \$5,000.00.
4. \$100,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$5,000.00 or more but less than \$20,000.00.
5. \$500,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$20,000.00 or more but less than \$100,000.00.
6. \$750,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$100,000.00 or more but less than \$1,000,000.00.
7. \$1,000,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$1,000,000.00 or more.

Chapter 9.20 OFFENSES BY OR AGAINST MINORS

9.20.010 Distribution of cigarettes and tobacco products to minors.

A. It is unlawful for a person to furnish to a person under 18 years of age by gift, sale, or other means cigarettes or tobacco products as defined by Section 39-28.5-101(5), C.R.S.

B. It is unlawful for a person under 18 years of age to attempt to purchase or obtain, directly or through an intermediary, cigarettes or tobacco products as defined by Section 39-28.5-101(5), C.R.S. A person convicted of or pleading guilty or no contest to violating this Subsection shall be punished by a fine of \$50.00 per violation or count, or the court shall allow such person to perform community service and be granted credit against the fine and court costs at the rate of \$5.00 for each hour of work performed.

C. It is unlawful for a person to sell or offer to sell smokeless tobacco products, as defined by Section 18-13-121(4)(a), C.R.S., by use of a vending machine or other coin operated machine.

D. It is unlawful for a person to sell or offer to sell cigarette or tobacco products as defined by Section 39-28.5-101(5), C.R.S., other than a smokeless tobacco product as defined by Section 18-13-121(4)(a), C.R.S., by use of a vending machine or a coin-operated machine that does not display a warning sign placed in a prominent place on such machine. The warning sign shall have a minimum height of three inches and a width of six inches and shall read as follows:

WARNING

IT IS ILLEGAL FOR ANY PERSON UNDER 18 YEARS OF AGE TO PURCHASE CIGARETTES AND TOBACCO PRODUCTS AND, UPON CONVICTION, A \$50.00 FINE MAY BE IMPOSED.

9.20.020 Curfew—Permitting violation.

A. It shall be unlawful for a person who is not 18 years of age or older to be or remain (1) on a private place in the Town, including but not limited to a parking lot, vacant lot, yard, building, place of amusement, and eating establishment without the consent or permission of the owner or when the property is closed to the public, or (2) on a public place, including but not limited to a street, road, highway, sidewalk, alley, parking lot, park, playground, common area, school, or other public building after eleven p.m. on a Sunday, Monday, Tuesday, Wednesday, or Thursday, or after twelve midnight on a Friday or Saturday, or prior to five a.m. on any day, except:

1. When accompanied by a parent, guardian, or other person with legal custody of such minor.

2. For lawful employment or for one-half hour before or after such employment when commuting directly to or from such employment.

3. When accompanied by a person 18 years of age or older and who possesses the written and signed consent of the parent, guardian, or other person with legal custody of the minor.

4. When returning from an officially sanctioned school function or activity within one-half hour after the conclusion of such activity or function.

B. It shall be unlawful for a parent, guardian, or other person with legal custody of a minor who is not 18 years of age or older to knowingly allow or permit such minor to be or remain (1) on a private place in the Town, including but not limited to a parking lot, vacant lot, yard, building, place of amusement, and eating establishment without the consent or permission of the owner or when the property is closed to the public, or (2) on a public place, including but not limited to a street, road, highway, sidewalk, alley, parking lot, park, playground, common area, school, or other public building after eleven p.m. on a Sunday, Monday, Tuesday, Wednesday, or Thursday, or after twelve midnight on a Friday or Saturday, or prior to five a.m. on any day, except:

1. When accompanied by a parent, guardian, or other person with legal custody of such minor.

2. For lawful employment or for one-half hour before or after such employment when commuting directly to or from such employment.

3. When accompanied by a person 18 years of age or older and who possesses the written and signed consent of the parent, guardian, or other person with legal custody of the minor.

4. When returning from an officially sanctioned school function or activity within one-half hour after the conclusion of such activity or function.

The term “knowingly” as used herein means knowledge which a parent, guardian, or other person with legal custody of a minor should be reasonably expected to have concerning the whereabouts of said minor.

9.20.030 Parent or guardian aiding or abetting.

It is unlawful for a person to knowingly permit a minor child or children, or to aid, abet, encourage approve, allow, permit, tolerate, or consent, to the violation by a minor child or children of any provision of this Chapter or the Code.

9.20.040 Permitting minors to operate motor vehicles after license suspension.

It is unlawful for a person to knowingly permit, after notice that a child’s driver’s license has been suspended or revoked, such child to operate a motor vehicle during the period such license is suspended.

9.20.045 Permitting minors to operate motor vehicles without a license.

It is unlawful for a person to knowingly cause or permit a child to operate a motor vehicle when such minor has not been issued a valid minor driver’s license or instruction permit.

9.20.050 False statement—False credentials.

It is unlawful for a person under 21 years of age to make false statements or to furnish, present, or exhibit a fictitious or false registration card, identification card, note, or other document for an unlawful purpose, or to furnish, present, or exhibit such document or documents issued to a person other than the one presenting the same for the purpose of gaining admission to prohibited places, or for procuring the sale, gift, or delivery of prohibited articles including beer, liquor, wine, or fermented malt beverages (3.2 beer).

9.20.060 Loitering and other acts in and about schools.

A. “Loiter” means to be dilatory, stand idly about, linger, delay, wander about, remain, abide, or tarry in a public place.

B. It is unlawful for a person with intent to interfere with or disrupt a school program or to interfere with or endanger schoolchildren to loiter in a school building or on school grounds or within 100 feet of school grounds when persons under 18 years of age are present in the building or on the grounds, not having any reason or relationship involving custody of, or responsibility for, a pupil or any other specific, legitimate reason for being there, and having been asked to leave by a school administrator, their representative, or by a peace officer.

C. It shall be an affirmative defense that defendant’s acts were lawful and the person was exercising his or her rights of lawful assembly as a part of peaceful and orderly petition for the redress of grievances, either in the course of a labor dispute or otherwise.

D. The Town finds and declares that it has a special interest in protecting children and, particularly, in protecting children who attend schools because it is required to do so by State law, and the prohibition of loitering is enacted in furtherance of these interests.

9.20.070 Illegal possession or consumption of ethyl alcohol by minors.

A. It is unlawful for a person under 21 years of age to possess or consume ethyl alcohol within the Town and any such person who possesses or consumes alcohol anywhere in the Town commits illegal possession or consumption of ethyl alcohol by an underage person. Possession or consumption of ethyl alcohol by an underaged person is a strict liability offense.

B. Prima facie evidence of a violation of this Section shall consist of: (1) evidence that the defendant was under 21 years of age and possessed or consumed ethyl alcohol anywhere in the Town; or (2) evidence that the defendant was under 21 years of age and manifested any of the characteristics commonly associated with ethyl alcohol intoxication or impairment while present anywhere in the Town.

C. During a trial for violating this Section, a bottle, can, or other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on a label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A jury or judge may consider the information upon such label in determining whether the contents of the bottle, can, or other container were composed in whole or in part of ethyl alcohol. A label identifying the contents of a bottle, can, or other container as “beer,” “ale,” “malt beverage,” “fermented malt beverage,” “malt liquor,” “wine,” “champagne,” “whiskey” or “whisky,” “gin,” “vodka,” “tequila,” “schnapps,” “brandy,” “cognac,” “liqueur,” “cordial,” “alcohol,” or “liquor” shall constitute prima facie evidence that the contents of the bottle, can, or other container contained in whole or in part of ethyl alcohol.

D. For purposes of this Section, the following definitions apply:

“Ethyl alcohol” means any substance which is or contains ethyl alcohol.

“Possession of ethyl alcohol” means that a person has or holds any amount of ethyl alcohol anywhere on his or her person, a person owns or has custody of ethyl alcohol, or has ethyl alcohol within his or her immediate presence and control.

E. In a judicial proceeding concerning a charge under this Section, the court shall take judicial notice of methods of testing a person’s blood, breath, saliva, or urine for the presence of alcohol and of the design and operation of devices certified by the department of public health and environment for testing a person’s blood, breath, saliva, or urine for the presence of alcohol. This Subsection shall not prevent the necessity of establishing during a trial that the testing devices were working properly and were properly operated.

F. It shall be an affirmative defense to the offenses described in this Section that the ethyl alcohol was possessed or consumed by a person under 21 years of age under the following circumstances:

1. While such person was legally upon private property with the knowledge and consent of the owner or legal possessor of such private property and the ethyl alcohol was possessed or consumed with the consent of his or her parent or legal guardian who was present during such possession or consumption.

2. When the existence of ethyl alcohol in a person's body was due solely to ingesting a confectionery which contained ethyl alcohol within the limits prescribed by Section 35-5-410(1)(I), (II), C.R.S.; ingesting any substance which was manufactured, designed, or intended primarily for a purpose other than oral human ingestion; ingesting a substance which was manufactured, designed, or intended solely for medicinal or hygienic purposes; or solely from ingesting a beverage which contained less than one-half of one percent of ethyl alcohol by weight.

3. The possession or consumption of ethyl alcohol shall not constitute a violation of this Section if such possession or consumption takes place for religious purposes protected by the First Amendment to the United States Constitution.

Chapter 9.24 WEAPONS

9.24.010 Concealed weapons.

A. A person commits the offense of unlawfully carrying a concealed weapon if they knowingly and unlawfully conceal on or about their person or display in a threatening manner a dangerous or deadly weapons including, but not by way of limitation, a sling shot, cross-knuckles, or knuckles of lead, brass, or other metal, a bowie knife, dirk, dagger or a knife with a blade over three inches, billy, sandclub, throwing star, or similar device designed for and intended to inflict bodily injury with the exception of any handgun which is specifically excluded from this Section.

B. It is unlawful for a person to sell, offer to sell, display, use, possess or carry a knife or knives having the appearance of a pocket knife, the blade(s) of which can be opened by a flick of a button, pressure on the handle, or other mechanical contrivance. Any such knife is declared a dangerous or deadly weapon within the meaning of Subsection A, and shall be subject to forfeiture to the Town as provided in Subsection C.

C. Every person convicted of violating this Section shall forfeit to the Town such dangerous or deadly weapon.

D. It shall be an affirmative defense that the defendant was:

1. A person in his or her own dwelling or place of business or on property owned or under his or her control at the time of the act of carrying.

2. A person in a private automobile or other private means of conveyance who carries a weapon for lawful protection of such person's or another's person or property while traveling.

E. This Section does not prohibit or otherwise regulate concealed carrying of a handgun, as that term is defined by Section 18-12-202(4), C.R.S., as existing or hereafter amended.

9.24.020 Disposition of confiscated concealed weapons.

It is the duty of every police officer, upon making an arrest and taking a concealed weapon from the offender, to deliver the same into evidence to be held until final determination of the prosecution for the offense and, upon the finding of guilt, it shall then be the duty of the police chief to dispose of the weapon as ordered by the court.

9.24.030 Using dangerous or deadly weapons.

It is unlawful for a person to discharge a revolver or pistol of any kind, shotgun or rifle, which may be used for exploding cartridges, or a bow made for the purpose of throwing or projecting missiles of any kind by any means whatsoever, whether such instrument is called by any name, within the Town or upon any property owned by the Town, within or outside the Town limits, provided that nothing in this Section shall prevent the use of such instruments in shooting galleries under circumstances when such instrument can be fired, discharged, or operated in a manner as not to endanger persons or property and also in a manner as to prevent the projectile from traversing any grounds or space outside the limits of such gallery. Nothing contained in this Section shall prevent the ceremonial discharge of weapons using blank cartridges for such events as funerals and parades, nor prohibiting law enforcement officers from discharging their weapons when engaged in performing their duties.

9.24.040 Selling weapons to intoxicated persons.

It is unlawful for a person to purchase, sell, loan, or furnish a gun, pistol, or other firearm in which an explosive substance can be used to a person under the influence of alcohol or a narcotic drug, stimulant, or depressant, to a person in a condition of agitation and excitability, or to a minor under 18 years of age. Unlawful purchase, sale, loan, or furnishing shall be grounds for revocation of any license issued by the Town to such person.

9.24.050 Open carrying of firearms in public spaces.

A. Except as provided in Subsection B, persons may carry concealed handguns lawfully and properly permitted and carried pursuant to Section 18-12-201 et seq., C.R.S., on the property or in a public building owned or leased by the Town including, but not limited to, Town Council chambers, Town Council meetings, and the official office of any Town Council Member or the Town Manager.

B. Persons shall not carry firearms in the Municipal Court chambers when court proceedings are in session. The Town shall notify the public when Municipal Court proceedings are in session by posting signs at the Town Hall public entrances notifying the public that carrying firearms is prohibited in the Municipal Court chambers while court is in session.

C. For purposes of this Section, “firearm” is defined in Section 18-12-101, C.R.S., as amended from time to time, and shall include the term “handgun” as defined in Section 18-12-202(4), C.R.S.

**EXHIBIT A
TO ORDINANCE NO. 12-2026**

Title 9

PUBLIC PEACE AND WELFARE

Chapter 9.04 OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

9.04.010 Resisting an officer—Escaping—Rescuing a prisoner.

A. It is unlawful for ~~any~~ person to resist ~~any~~ police officer, ~~any~~ member of the police department, or ~~any~~ person duly empowered with police authority, while ~~in—the dischargeperforming~~ or ~~apparent discharge of his or herattempting to perform their~~ duties~~y~~, or in any way to interfere with or hinder the officer in ~~the discharge of his or herperforming their~~ duty.

B. It is unlawful for ~~any~~ person to offer or ~~endeavor to assistattempt to help~~ any person in the custody of a police officer, ~~a~~ member of the police department, or ~~a~~ person duly empowered with police authority; to escape or ~~to~~ attempt to escape from such custody.

C. It is unlawful for ~~any~~ person to ~~extractrescue~~ or ~~to~~ attempt to ~~extractrescue~~ ~~any~~ person in the custody of a police officer, ~~a~~ member of the police department, or ~~a~~ person duly empowered with police authority.

9.04.020 Duty of citizens to aid police officers.

~~It shall be the duty of a~~All persons shall, when called upon by ~~any~~ police officer or ~~any~~ other member of the police department, ~~to~~ promptly aid and assist such officer or member in ~~the discharge of performing~~ the officer's duties to the extent reasonable.

9.04.030 Impersonating an officer.

A. It is unlawful for ~~any~~ person, other than an official Town police officer~~of the Town~~, to wear the uniform, apparel, or any other insignia of office like or similar to, or a colorable imitation, of that adopted and worn by the ~~office~~Town police officers.

B. It is unlawful for ~~any~~ person to counterfeit, imitate, or cause to be counterfeited, imitated, or colorably imitated; the uniform, appeal, or insignia of ~~office used by the~~ Town police department~~of the Town~~.

9.04.040 Impersonating town officials and employees.

It is unlawful for ~~any~~ person to willfully, unlawfully, or fraudulently represent ~~himself or herselfthemselves to beas~~ a Town official or ~~an~~ Town employee ~~of the Town~~ and purporting to perform the duties of ~~any such~~ Town official or employee~~of the Town~~.

Chapter 9.08 OFFENSES AGAINST PUBLIC SAFETY

9.08.010 Stor~~ing~~~~age of~~ flammable liquids.

It is unlawful to store~~2~~, ~~or~~ cause to be stored~~2~~, or parked~~ed~~ any tank vehicle carrying flammable liquids~~3~~, or gases upon any Town street~~2~~, ~~or~~ way~~3~~,s or avenues~~of the Town~~, or in any ~~other~~ part of the Town~~3~~; except those areas zoned for such uses.

9.08.020 Broken glass, nails, and dangerous substances in streets or on sidewalks.

It is unlawful for ~~any~~ person to throw, ~~or~~ deposit, or cause to be thrown or deposited on ~~any~~ street, alley, sidewalk or other public way; any ~~broken~~ glass, ~~broken~~ crockery, nails, or ~~any~~ other dangerous substance.

9.08.030 Abandoned containers, wells, or cisterns.

It is unlawful for ~~any~~ person to leave or ~~permit-allow~~ to remain outside of ~~any~~ dwelling, building, or other structure, or within ~~any~~ unoccupied or abandoned building, structure, or dwelling under the person's control, ~~or~~ in a place accessible to children, ~~any~~ abandoned, unattended, or discarded ~~ice box freezer~~, refrigerator, or other container ~~which has with~~ a door or lid, snap lock, or other locking device which may not ~~be~~ released from the inside without first removing the door, ~~or~~ lid, snap lock, or other locking device.

9.08.040 Open fires and open burning.

A. ~~Purpose.~~ The purpose of this section is to preserve and protect the public health, safety, and welfare of the Town's citizens ~~of Monument, Colorado~~, by banning open fires and open burning within the Town's incorporated areas ~~of the Town of Monument. This ban is necessary in order~~ to prevent potential loss of property and lives due to uncontrolled fires, and ~~due to~~ the frequent dry weather conditions that occur in the area.

B. ~~Application.~~ This section ~~shall~~ applies throughout the incorporated ~~t~~Town limits ~~and of Monument~~ including public and private lands.

C. ~~Definition.~~ For purposes of this section, "open fires" or "open burning" means: ~~For purposes of this section, open fires or open burning shall be defined as~~ any outdoor fire, campfire, warming fire, or ~~the~~ burning of fields, trash, and ~~or~~ debris.

D. ~~Unlawful Acts.~~ It shall be unlawful for ~~any~~ person to build, maintain, attend, or use an open fire or conduct an open burn in ~~the incorporated t~~Town limits ~~of Monument~~, including on public and private lands.

E. ~~Exceptions/Exemptions.~~ The following shall not ~~be constitute a in~~ violation of this Section ~~D~~:

1. Fires contained within liquid-fueled or gas-fueled stoves or grills, manufactured fire pits, and charcoal grill fires ~~(provided adequate fire suppression items are available, and the stove, pit, or grill is constantly attended).~~

2. The actions of ~~any~~ federal, state, or local officer, or member of any organized rescue or firefighting force in ~~the perform~~ing ~~of~~ official duties.

3. Events permitted by the Town, provided that a burn permit is obtained and at least one member of the Monument Fire Protection District is present.

F. ~~Enforcement Agencies/Prosecution.~~ This section shall be enforced by the Monument Town Police Department, ~~which shall have the~~ whose members are authorized to order any person to immediately cease ~~any violating on of~~ this sSection. ~~This Such~~ authority ~~shall~~

also includes, but is not limited to, the right to issue a summons and ~~the right to~~ take such person or persons into temporary custody.

G. ~~Safety Clause.~~ The ~~Board of Trustees for the~~ Town of Monument ~~Council~~ finds, determines, and declares that this ~~s~~Section is necessary ~~for the~~to preserveation and protection of the health, safety, and welfare of the Town's citizens and protect Town property of the Town of Monument, El Paso County, Colorado.

9.08.050 Fireworks.

A. ~~Definition.~~ For purposes of this ~~s~~Section, “fireworks” ~~shall be~~ is defined ~~as set forth in §Section 12-28-101(3)(a)24-33.5-2001(5), C.R.S. and further shall~~ specifically includes permissible fireworks as defined in §Section 12-28-101(8)24-33.5-2001(11), C.R.S. ~~Excluded from this definition of “fireworks” does not include~~ are highway flares, railroad fuses, distress signals, smoke candles, and other emergency signal devices.

B. ~~General Prohibition.~~ It shall be unlawful for ~~any~~ person to sell, offer for sale, or ~~to~~ use, ignite, explode, or discharge any fireworks within the Town.

C. ~~Violations.~~ The Town's ~~of Monument~~ Ppolice dDepartment shall seize, take, remove, and destroy, at the violator's expense ~~of the violator~~, all ~~stocks of~~ fireworks offered, or stored for sale, or used in violation of this ~~e~~Chapter. ~~Any person that who commits a violation of this Section, and upon conviction thereof, or a plea of guilty or no contest thereto, shall be punished by a fine~~ up to and including five hundred (\$500.00) dollars for each violation.

9.08.055 False Reporting.

A. For purposes of this Section, “identifying information” means a person’s name, address, birth date, social security number, or driver’s license or Colorado identification number.

B. It shall be unlawful for a person to knowingly provide a false report of identifying information to Town law enforcement.

C. A person who violates this Section, upon conviction or a plea of guilty or no contest, shall be fined up to \$750.00 for each violation, except that it shall be a fine up to \$1,000.00 if the violation results in substantially impeding the investigation or arrest of a person for the commission of a crime that is a felony.

9.08.060 Enforcement ~~of Chapter 9.08.~~

The provisions of this Chapter 9.08 shall be ~~subject to~~ are enforceablement under the ~~provisions of Chapter 2.36 of the Monument Municipal Code. In At~~ the discretion of the Town Manager, Code Officer, or ~~the Town P~~police Ddepartment, violations of this Chapter 9.08 shall may also be ~~subject to~~ summonsed into Municipal Court as ~~a~~ violations of the ~~Monument Municipal Code.~~

Chapter 9.12 OFFENSES AGAINST PUBLIC PEACE AND DECENCY

9.12.010 False alarms.

Any person who ~~shall, in this Town,~~ intentionally makes or gives a false fire alarm ~~of fire,~~ ~~shall be~~ is guilty of a misdemeanor.

9.12.020 Assault.

It is unlawful for ~~any~~ person(s) ~~or persons~~ to knowingly or recklessly cause bodily injury to another person, or with criminal negligence to cause bodily injury to another person by means of a deadly weapon. This ~~s~~Section shall not apply to injury intentionally caused by a deadly weapon, nor shall it apply in the event of serious bodily injury.

9.12.030 Unnecessary noise; disturbing the peace.

A. ~~Public and Private Places.~~ It is unlawful for ~~any~~ person to make, continue, or cause to be made or continued ~~any~~ unreasonably loud or unusual noise, which seriously inconveniences other person(s) in the area. For purposes of this ~~s~~Section, a member of the police department ~~is empowered to~~ may make a prima facie determination ~~as to~~ whether such noises constitute a public nuisance.

B. ~~Schools and Hospitals.~~ It is unlawful for ~~any~~ person ~~by himself or herself or in the operation of any instrument, machine or vehicle~~ to make ~~any~~ unnecessary noise within ~~one hundred fifty (150)~~ feet of ~~any~~ hospital or other ~~facility~~ institution reserved for the sick, or ~~of any~~ school during school hours, whether directly or through the operation of an instrument, machine, or vehicle.

C. ~~Acts of Another.~~ It is unlawful to permit another to commit an act of disturbing the peace as described in ~~s~~Subsections A and B ~~of this section~~ in or upon any premises owned, possessed, or under ~~his or her~~one's management or control when it is in ~~his or her~~their power to prevent such ~~an~~ act.

D. ~~Offensive Conduct or Language.~~ It is unlawful for ~~any~~ person to disturb the peace of others by violent or offensive conduct or by profane, obscene, or offensive language calculated to provoke a breach of the peace.

E. ~~Threats.~~ It is unlawful for a person to abuse or threaten a person in a public or private place in an obviously offensive manner.

F. ~~Fights.~~ It is unlawful for a person to fight with another in a public or private place except in an amateur or professional contest of athletic skill.

G. ~~Discharge of Firearm.~~ It is unlawful for a person, who is not ~~being~~ a peace officer, to discharge a firearm in a public or private place except when engaged in lawful target practice or hunting or for self-defense.

H. ~~Display of Weapon.~~ It is unlawful for a person, who is not ~~being~~ a peace officer, to display a deadly weapon in a public or private place in a manner calculated to alarm or cause disturbance.

I. ~~Violations.~~ The violations described in this ~~s~~Section are cumulative.

9.12.040 Harassment.

A. — It is unlawful for ~~any~~ person, with intent to harass, annoy, or alarm another ~~person,~~ to:

~~1A.~~ Strike, shove, kick, or otherwise touch a person or subject ~~him or her~~ them to physical contact.

~~2B.~~ In a public place, direct obscene language or make an obscene gesture to or at another person.

~~3C.~~ Follow a person in or about a public place or places.

~~4D.~~ Initiate communication with another, anonymously or otherwise, by telephone, in a manner intended to harass or threaten bodily injury or property damage, or to make any obscene comment, request, suggestion, or proposal ~~which is obscene~~.

~~5E.~~ ~~Make a~~ Place repeated telephone calls, or cause a telephone to ring repeatedly, ~~whether or not a conversation ensues, without any~~ no legitimate conversational purpose, ~~of legitimate conversation; whether or not the call is answered.~~

~~6F.~~ Repeatedly insult, taunt, challenge, or communicate in offensively coarse language to another in a manner likely to provoke a violent or disorderly response.

~~7. Commit any one or more of the acts specified in this subsection against the same person.~~

~~B. Any person who is convicted of, or who pleads guilty or no contest to, a violation of this section shall face a minimum fine of fifty dollars (\$500.00) or a maximum sentence of six months 10 days imprisonment and/or a seven hundred fifty dollar (\$750.00) fine.~~

9.12.050 Possession of marijuana.

A. The following ~~terms have the following meanings for purposes of definitions apply to this section and any other Town of Monument Municipal Code section provisions pertaining relating~~ to marijuana:

~~(1)~~ —“Marijuana” means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. “Marijuana” does not include industrial hemp, ~~nor does it include~~ fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seeds of the plant which ~~is~~ are incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

~~(2)~~ —“Marijuana product” means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

~~(3)~~ —“Marijuana accessories” means any equipment, products, or materials ~~of any kind which are~~ used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

B. It is unlawful for a person under the age of ~~twenty-one (21) years~~ to possess, transfer, transport, or purchase ~~less than one ounce of~~ marijuana, marijuana products, or marijuana accessories.

C. It is unlawful for a person ~~twenty-one (21)~~ years ~~of age oof age~~ or older to possess, transfer, transport, or purchase marijuana, marijuana products, or marijuana accessories for any reason other than personal use.

D. It is unlawful for a person ~~of any age~~ to consume marijuana openly and publicly or in a manner that endangers others.

E. It is unlawful for a person ~~of any age~~ to possess, manufacture, dispense, process, transfer, or sell marijuana except as allowed by Article XVIII of the Constitution of Colorado or the Colorado Medical Marijuana Act. ~~Such v~~ Violations and penalties associated therewith are set forth in the Colorado Uniformed Controlled Substances Act of 1992.

F. A compressed, flammable gas shall not be used as a solvent in ~~the extractingn of~~ THC or other cannabinoids in ~~a~~ residential areas.

9.12.060 Possession of drug paraphernalia.

A. For ~~the~~ purposes of this ~~s~~Section, ~~the term~~ “drug paraphernalia” ~~shall have the same~~ has the same meaning as ~~contained-defined~~ in the Colorado Uniform Controlled Substances Act of 1992, Sections 18-18-426 and ~~427~~, C.R.S., as enacted or amended.

B. For ~~the~~ purposes of this ~~s~~Section, ~~the term~~ “controlled substance” ~~shall have the same~~ has the same meaning as ~~contained-defined~~ in the Colorado Uniform ~~C~~controlled Substances Act of 1992, Section 18-18-101, C.R.S. et seq. as enacted or amended, which meaning includes any drug, substance, or immediate precursor included in Schedules I through V in Sections 18-18-203 through 18-18-207, C.R.S., as enacted or amended, including cocaine, marijuana, and ~~the~~ marijuana concentrate.

C. A person commits possession of drug paraphernalia if ~~he or she possesses~~ drug paraphernalia is found within their custody and/or control and they knows or reasonably should know that the drug paraphernalia could be used under circumstances ~~in which~~ violation of the State laws ~~of the state of Colorado~~.

D. ~~Any person who commits possession of drug paraphernalia in violation of any provision of this section, upon conviction thereof, or plea of guilty or no contest to violating this Section thereto~~ shall be punished by a fine of not more than ~~one hundred dollars (\$100.00)~~.

9.12.070 State provisions adopted by reference.

The following sections of the Colorado Revised Statutes in effect on the date ~~of adoption of the ordinance codified in~~ this ~~s~~Section is adopted, as subsequently enacted or amended, are adopted by reference:

A. Section 18-18-102(5), C.R.S. (~~definintion of~~ “controlled substance”);

B. Sections 18-18-203 through 18-18-207, C.R.S., (~~which setting~~ forth the schedules of substances.); ~~and~~

C. Sections 18-18-426 and 18-18-427, C.R.S., (~~which set forth the definintion of~~ “drug paraphernalia” and setting forth the criteria for determining whether an object is “drug paraphernalia”).

9.12.080 Public consumption of alcohol.

It is unlawful for ~~any~~ person to drink any malt, vinous, or spirituous liquors ~~upon~~ any Town street, alley, sidewalk, or other public place ~~in the Town~~; except under the provisions stipulated in an approved and posted special event liquor license permit issued by the Town.

9.12.090 Assembling to commit unlawful acts.

It is unlawful for ~~any~~ three or more persons to do any of the following:

A. a ~~Assemble together in this Town~~ with ~~an the~~ intent to ~~do commit~~ any unlawful act;
~~or,~~

B. Afterbeing ~~assembled~~, mutually ~~to agree in and~~ act in concert, to ~~do commit~~ an unlawful act ~~with involving~~ force or violence against ~~the Town~~ property, ~~of the Town or the another~~ person, ~~or another's~~ property, ~~of another~~ or ~~against the~~ public peace, ~~and to the terror of others~~; or to ~~make take~~ any ~~step move or in~~ preparation ~~for such act therefore, or,~~

C. being ~~While~~ present at such ~~a gathering meeting or assembly~~, to fail to ~~endeavor make a reasonable effort~~ to prevent the commission ~~of~~ or preparation of ~~such the~~ unlawful act.

9.12.100 Disturbing religious worship.

It is unlawful for ~~any~~ person on their own behalf or behalf of another person or entity, ~~firm or corporation~~ to disquiet or disturb any congregation or assembly for religious worship by making a noise, ~~or by~~ rude or indecent behavior, or profane discourse within ~~their~~ place of worship, or so near the same as to disturb the order or solemnity of the meeting.

9.12.110 Throwing ~~of~~ stones and missiles.

No person shall throw or shoot ~~any~~ stone or other missile, ~~to includinge~~ BB's, at or upon ~~any~~ person, animal, or public property, building, structure, tree, shrub, or vehicle. ~~Any~~ stone, bb, or missile thrown or shot must be done in a safe manner and shall not leave the private property.

9.12.120 Circulars and pamphlets prohibited ~~when~~.

It is unlawful for ~~any~~ person to publish or distribute or cause to be published or distributed ~~any~~ circular, pamphlet, card, or dodger, ~~whether~~ anonymous or not, which incites, counsels, promotes, or advocates hatred, violence, or hostility against any person or group of persons residing in the Town, by reason of race, color, religion, or manner of worship.

9.12.130 Obstructing traffic and interfering with street or sidewalk use.

It is unlawful for ~~any~~ person, alone or with others, to obstruct or interfere with the reasonable, free, and unobstructed use of in any manner any Town sidewalk, public highway, street, ~~or alley, doorway, or driveway. in the Town~~ A person shall not, in any manner, or, for the purpose of annoyance or mischief, ~~to place or cause to be placed in any such location doorway or driveway, or on any sidewalk, public highway, street or alley in the Town~~ any box, barrel, cask, or other thing, or otherwise cause an obstruction. A person causing such obstruction must yield to the others' reasonable use or passage and, when directed by a Town police officer or other authorized peace officer, must immediately move, disperse, or stop the obstruction.

9.12.140 ~~Interfering with the use of streets or sidewalks~~ Reserved.

~~It is unlawful for any person alone, or in a group or assemblage of persons, whose standing, remaining or congregation on any public highway, street, alley or sidewalk in the Town shall obstruct, interfere with, or prevent the free and unobstructed and reasonable use of that public~~

~~highway, street, alley or sidewalk by any other person, to fail or refuse to yield to the reasonable use or passage of any other person on that public highway, street, alley or sidewalk, or to fail or refuse to move on, disperse or cease such obstruction or interference immediately upon being so ordered by any police officer of the Town or other authorized peace officer.~~

Chapter 9.16 OFFENSES RELATING TO PROPERTY

9.16.010 Injuring or destroying public property.

It is unlawful for ~~any~~ person to ~~either willfully, maliciously, wantonly, negligently, or in any other manner otherwise,~~ damage or injure or destroy Town-owned property, including real property, ~~or improvements thereto,~~ and moveable or personal property ~~belonging to the Town.~~

9.16.020 Criminal mischief.

It is unlawful for ~~any~~ person to knowingly damage the real or personal property of ~~one or more~~ other persons ~~in the course of a single criminal episode~~. This ~~s~~Section shall not apply where the aggregate damage to the real or personal property is more than ~~five hundred dollars (\$500.00)~~.

9.16.030 Theft.

A. It is unlawful for ~~any~~ person to knowingly ~~to obtain, or exercise~~ possession of or control ~~over~~ anything of value of another without authorization, or by threat or deception, ~~and~~ if such person:

1. Intends to deprive the other person permanently of the use or benefit of the thing of value;⁵
2. Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit;⁵
3. Uses, conceals, or abandons the thing of value intending that use, concealment, or abandonment will deprive the other person permanently of its use and benefit;⁵ ~~or~~
4. Demands ~~any~~ consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person.

B. If ~~any~~ person willfully conceals unpurchased goods, wares, or merchandise owned or held by and offered or displayed for sale by ~~any~~ store or other mercantile establishment, whether on or off the store or mercantile premises ~~of the store or mercantile establishment~~, such concealment constitutes prima facie evidence that the person intended to commit ~~the crime of~~ theft.

C. This ~~s~~Section shall not apply when the aggregate value of the item(s) taken in any one criminal episode is valued at ~~five hundred dollars (\$500.00)~~ or more, nor where the item(s) taken is a motor vehicle, trade secret, or credit device.

9.16.040 Trespass.

A. It is unlawful to commit trespass ~~in the Town of Monument, including onto~~ ~~Trespass shall include~~ private property within the Town, where the public is a business invitee to the premises. A person commits trespass if that person:

1. Enters upon or refuses to leave ~~any~~ private property of another, where such property has been posted with "No Trespass" signs, which signs are visible to persons

entering upon the private property ~~of another~~, or which ~~signs~~ have been posted at reasonable intervals along the property boundary.

2. Enters upon or refuses to leave ~~any~~ private property ~~for of~~ another, when immediately prior to such entry or refusal to leave, oral or written notice is given by the owner, a police officer, or firefighter acting in the course of his or her employment or by a person responsible for the care of the property, that such entry or continued presence is prohibited.

3. Enters upon or refuses to leave any public place after receiving a lawful order to leave from ~~any~~ police officer or firefighter acting in the course of his or her duties.

4. Enters upon or refuses to leave the property of ~~any~~ parochial ~~school~~, private ~~school~~, or public school where such property is used for ~~the~~ education of persons, after being told not to enter or after being told to leave by the principal ~~or~~, ~~any~~ teacher, ~~any~~ staff member, or ~~by any~~ person entrusted with ~~the~~ authority to maintain and supervise the property.

5. Enters or remains in or upon premises which are enclosed in a manner designed to exclude intruders or which are fenced.

6. Without being licensed, invited by a person with authority, or otherwise privileged, enters or remains in or upon the premises of another.

7. Enters or remains in or upon a building, property, or premises of ~~any~~ parochial ~~school~~, private, or public school where such property or premises has been posted with “No Trespassing” signs at the public entrances to the building, property, or premises and such person is not a student enrolled in that school, an employee of the school or school district on lawful business, or ~~a~~ parent or custodian of a student enrolled in that school. For ~~the purposes~~ of this ~~s~~Subsection, the term “student” ~~shall does~~ not include ~~any~~ person ~~who is~~ enrolled in the school but who is suspended, expelled, or otherwise prohibited from attending classes on the date and time of the alleged violation.

8. Enters or remains upon any private property or ~~any~~ building or property of ~~any~~ commercial establishment after such person has been given lawful and appropriate notice, in writing, signed by the owner or other person with authority to control access, that such person is prohibited from returning to such property or commercial establishment.

B. It shall be an affirmative defense to charges under ~~s~~Subsections (A)(1) through (A)(5) and (A)(7) of this ~~s~~Section that the defendant is licensed, invited by a person with authority, or otherwise privileged to so enter, remain, or refuse to leave.

C. As used in this ~~s~~Section, ~~the term~~ “premises” means real property, buildings, and other improvements thereon and the stream banks and beds of any non-navigable freshwater streams flowing through such real property.

9.16.050 ~~Injury or removal of s~~Street signs.

It is unlawful for ~~any~~ person, without proper authorization, to remove, deface, ~~damage~~ injure, or destroy ~~any~~ street sign, or sign erected or placed in or adjacent to ~~any~~ street indicating the name of such street.

9.16.060 Destroying posters.

It is unlawful for ~~any~~ person to ~~either~~ willfully, maliciously, wantonly, negligently, or ~~in any other manner~~ otherwise tear down, deface, or cover up ~~any~~ posted advertisement or bill ~~of any person, firm or corporation~~ when the same is posted or put up in harmony accordance with ~~the provisions of this Chapter and the Code ordinances of the Town.~~

9.16.070 Streets, streams, and water supplies.

It is unlawful to throw, ~~or~~ deposit, or cause or permit to be thrown or deposited, any offal composed of animal or vegetable substance, or both, any dead animal, excrement, garbage, or other offensive matter ~~whatever,~~ upon any Town street, avenue, alley, sidewalk, or public grounds place. ~~No person shall in this Town throw or deposit or cause or permit to be thrown or deposited, anything specified in the foregoing part of this section, or any other substance that would tend to have a polluting affect, into the water of any stream, ditch, pond, well, cistern, trough, or other body of water, whether artificially or naturally created, or so near such place as to be liable likely to pollute the water.~~

9.16.080 Lug wheels prohibited.

It is unlawful ~~for any to allow a~~ vehicles ~~to damage injurious to~~ pavement on to be permitted upon public thoroughfares roads unless the operator ~~of such vehicles shall~~ first lays planking and otherwise protects suehthe streets from damage.

9.16.090 Posters, letters, bills, and samples prohibited in streets and alleys.

It is unlawful for ~~any~~ person to throw ~~any~~ posters, dodgers, circulars, bills, letters, envelopes, sample, ~~s~~ or devices upon ~~any Town of the~~ streets, alleys, park, ~~s~~ or public place grounds of this Town.

9.16.100 Theft by check.

A. It is unlawful for ~~any~~ person to issue, pass, or negotiate a check or similar sight order for ~~the~~ payment of money or as payment for ~~any~~ goods, services, or other things ~~s~~ of value, or in exchange for cash, knowing that the issuer does not have sufficient funds in or on deposit with the bank or other drawee for the payment in full of the check or order as well as all other checks or orders outstanding at the time of issuance.

B. For purposes of this ~~s~~Section, the issuer's knowledge of insufficient funds is presumed, except in the case of a post-dated check or order, if: (1) the person has no account with the bank or other drawee at the time he or she issues the check or order; or (2) the person has insufficient funds upon deposit with the bank or other drawee to pay the check or order on presentation within ~~thirty (30)~~ days after issue.

C. For purposes of this ~~s~~Section, "insufficient funds" means not having a sufficient balance in an account with a bank or other drawee for the payment of a ~~cheeck~~ check or order when the check or order is presented for payment and ~~it~~ remains unpaid ~~thirty (30)~~ days after such presentment.

~~D.—A bank shall not be civilly or criminally liable for releasing information relating to the issuer's account to any police authority or officer of the court of the Town investigating or prosecuting a charge under this section.~~

ED. Nothing in this ~~s~~Section shall apply where the value of the check is ~~five hundred dollars (\$500.00)~~ or greater, or where the offender is under accusation or formal criminal filing

involving ~~the issuance of~~ two or more checks within ~~any sixty~~ 60 day period in the ~~s~~State of ~~Colorado~~ with an aggregate value of ~~five hundred dollars (\$500.00)~~ or more.

~~FE.~~ In imposing a penalty for violating ~~ngon of~~ this ~~s~~Section, the ~~m~~Municipal ~~e~~Court is ~~specifically authorized and empowered to may~~ require restitution in full to the person or entity to whom ~~any~~ such check or order described herein was issued in addition to any other penalty imposed.

9.16.110 Theft by Electronic Payment.

A. As used in this Section, “financial transaction device” means any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a check.

B. It is unlawful for a person to use a financial transaction device for the purpose of obtaining cash, credit, property, or services or for making financial payment, with intent to defraud, and with notice that either:

1. The financial transaction device has expired or been revoked or cancelled.
2. For any reason their use of the financial transaction device is unauthorized either by the issuer thereof or by the account holder.

C. A person who violates this Section, upon conviction or a plea of guilty or no contest, shall be fined up to:

1. \$300.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is less than \$300.00.
2. \$750.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$300.00 or more but less than \$1,000.00.
3. \$1,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$1,000.00 or more but less than \$5,000.00.
4. \$100,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$5,000.00 or more but less than \$20,000.00.
5. \$500,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$20,000.00 or more but less than \$100,000.00.
6. \$750,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$100,000.00 or more but less than \$1,000,000.00.
7. \$1,000,000.00 for each violation if the value of the cash, credit, property, or services obtained or of the financial payments made is \$1,000,000.00 or more.

Chapter 9.20 OFFENSES BY OR AGAINST MINORS

9.20.010 Distribution of cigarettes and tobacco products to minors.

A. It is unlawful for ~~any~~ person to furnish to ~~any~~ person ~~who is~~ under ~~eighteen~~ (18) years of age, by gift, sale, or other means ~~any~~ cigarettes or tobacco products as defined by Section 39-28.5-101(5), C.R.S.

B. It is unlawful for ~~any~~ person under ~~the age of eighteen~~ (18) years of age to attempt to purchase or obtain, ~~either~~ directly or through an intermediary, ~~any~~ cigarettes or tobacco products as defined by Section 39-28.5-101(5), C.R.S. ~~Any person who is convicted of, or pleadings~~ guilty or no contest to, ~~a violating~~ of this subsection shall be punished by a fine of ~~fifty dollars~~ (\$50.00) per violation or count, or the court shall allow such person to perform community service and be granted credit against the fine and court costs at the rate of ~~five dollars~~ (\$5.00) for each hour of work performed.

C. It is unlawful for ~~any~~ person to sell or offer to sell ~~any~~ smokeless tobacco products, as defined by Section 18-13-121(4)(a), C.R.S., by use of a vending machine or other coin operated machine.

D. It is unlawful for ~~any~~ person to sell or offer to sell ~~any~~ cigarette or tobacco products as defined by Section 39-28.5-101(5), C.R.S., other than a smokeless tobacco product as defined by Section 18-13-121(4)(a), C.R.S., by use of a vending machine or ~~any~~ coin-operated machine that does not display a warning sign placed in a prominent place on such machine. The warning sign shall have a minimum height of three inches and a width of six inches and shall read as follows:

WARNING

IT IS ILLEGAL FOR ANY PERSON UNDER ~~EIGHTEEN~~ (18) YEARS OF AGE TO PURCHASE CIGARETTES AND TOBACCO PRODUCTS AND, UPON CONVICTION, A \$50.00 FINE MAY BE IMPOSED.

9.20.020 Curfew—Permitting violation.

A. ~~Curfew.~~ It shall be unlawful for ~~any~~ person who ~~has not reached his or her is not~~ 18 years of age or older ~~eighteenth birthday~~ to be or remain (1) on ~~any~~ private place in the Town, including but not limited to ~~any~~ parking lot, vacant lot, yard, building, place of amusement, and eating establishment, without the consent or permission of the owner or, when the property is closed to the public, or (2) on ~~any~~ public place, including but not limited to ~~any~~ street, road, highway, sidewalk, alley, parking lot, park, playground, common area, school, or other public building after ~~the hour of~~ eleven p.m. on ~~any~~ Sunday, Monday, Tuesday, Wednesday, or Thursday, or after ~~the hour of~~ twelve midnight on ~~any~~ Friday or Saturday, or prior to ~~the hour of~~ five a.m. on any day, except:

1. When accompanied by a parent, guardian, or other person having with legal custody of such minor. ~~;~~ ~~or~~

2. For lawful employment or for one-half hour before or after such employment when commuting directly to or from such employment. ~~;~~ ~~or~~

3. When accompanied by a person 18 years of age or older ~~who has reached his or her eighteenth birthday~~ and who ~~has in his or her possession~~ the written and signed consent of the parent, guardian, or other person having with legal custody of the minor. ~~;~~ ~~or~~

4. When returning from an officially sanctioned school function or activity within one-half hour after the conclusion of such activity or function.

B. ~~Knowingly allowing or permitting violation of curfew.~~ It shall be unlawful for any parent, guardian, or other person ~~having with~~ legal custody of any minor who ~~is not 18 years of age or older~~~~has not reached his or her eighteenth birthday~~ to knowingly allow or permit any such minor to be or remain (1) on any private place in the Town, including but not limited to any parking lot, vacant lot, yard, building, place of amusement, and eating establishment, without the consent or permission of the owner or, when the property is closed to the public, ~~or~~ (2) on any public place, including but not limited to any street, road, highway, sidewalk, alley, parking lot, park, playground, common area, school, or other public building after ~~the hour of~~ eleven p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, or after ~~the hour of~~ twelve midnight on any Friday or Saturday, or prior to ~~the hour of~~ five a.m. on any day, except:

1. When accompanied by a parent, guardian, or other person ~~having with~~ legal custody of such minor, ~~or~~

2. For lawful employment or for one-half hour before or after such employment when commuting directly to or from such employment, ~~or~~

3. When accompanied by a person ~~18 years of age or older~~~~who has reached his or her eighteenth birthday~~ and who ~~has in his or her possession~~ the written and signed consent of the parent, guardian, or other person ~~having with~~ legal custody of the minor, ~~or~~

4. When returning from an officially sanctioned school function or activity within one-half hour after the conclusion of such activity or function.

The term “knowingly” as used herein means knowledge which a parent, guardian, or other person ~~having with~~ legal custody of a minor should be reasonably expected to have concerning the whereabouts of said minor.

9.20.030 Parent or guardian aiding or abetting.

It is unlawful for any person to knowingly permit any minor child or children, or to aid, abet, encourage ~~in or to approve, encourage~~, allow, permit, tolerate, or consent, to the violation by any minor child or children of any provision of this ~~e~~Chapter or ~~the Code~~~~any ordinances of the Town~~.

9.20.040 Permitting minors to operate motor vehicles after license suspension.

It is unlawful for any person to knowingly permit, after notice that a ~~child's~~ driver's license ~~of any child~~ has been suspended or revoked, ~~to permit~~ such child to operate any motor vehicle during the period ~~that~~ such license is suspended.

9.20.045 Permitting minors to operate motor vehicles without a license.

It is unlawful for a person to knowingly cause or permit a child to operate a motor vehicle when such minor has not been issued a valid minor driver's license or instruction permit.

9.20.050 False statement—False credentials.

It is unlawful for any person under ~~twenty-one (21)~~ years of age to make false statements or to furnish, present, or exhibit any fictitious or false registration card, identification card, ~~or~~ note, or other document for any unlawful purpose, or to furnish, present, or exhibit such document or

documents issued to a person other than the one presenting the same for the purpose of gaining admission to prohibited places, or for ~~the purpose of~~ procuring the sale, gift, or delivery of prohibited articles, including beer, liquor, wine, or fermented malt beverages (3.2 beer).

9.20.060 Loitering and other acts in and about schools.

A. ~~The word “Loiter”~~ means to be dilatory, ~~to~~ stand idly about, ~~to~~ linger, delay, ~~or~~ wander about, ~~or to~~ remain, abide, or tarry in a public place.

B. It ~~is unlawful shall be an offense punishable by the provisions pertinent to this municipal code~~ for a person, with intent to interfere with or disrupt ~~the~~ school program or ~~with intent~~ to interfere with or endanger schoolchildren, to loiter in a school building or on school grounds or within ~~one hundred (100)~~ feet of school grounds when persons under ~~the age of eighteen (18 years of age)~~ are present in the building or on the grounds, not having any reason or relationship involving custody of, or responsibility for, a pupil or any other specific, legitimate reason for being there, and having been asked to leave by a school administrator, ~~or his or her~~ their representative, or by a peace officer.

C. It shall be an affirmative defense that ~~the~~ defendant's acts were lawful and the person was exercising his or her rights of lawful assembly as a part of peaceful and orderly petition for the redress of grievances, either in the course of a labor dispute or otherwise.

D. The ~~board of trustees of the~~ Town finds and declares that ~~the Town~~ it has a special interest in ~~the protecting~~ of children and, particularly, in protecting children who attend schools because ~~it is~~ required to do so by Sstate law, and the prohibition of loitering ~~in subsection (B) of this section~~ is enacted in furtherance of these interests.

9.20.070 Illegal possession or consumption of ethyl alcohol by underage person minors.

A. It is unlawful for any person under ~~twenty-one (21)~~ years of age to possess or consume ethyl alcohol within the Town. ~~Any person under twenty-one (21) years of age and any such person~~ who possesses or consumes alcohol anywhere in the Town, commits illegal possession or consumption of ethyl alcohol by an underage person. Possession or consumption of ethyl alcohol by an underaged person is a strict liability offense.

B. Prima facia evidence of a violation of this sSection shall consist of: (1) evidence, that the defendant was under ~~the age of twenty-one (21)~~ years of age and possessed or consumed ethyl alcohol anywhere in the Town; or (2) evidence that the defendant was under ~~the age of twenty-one (21)~~ years of age and manifested any of the characteristics commonly associated with ethyl alcohol intoxication or impairment while present anywhere in the Town.

C. During any trial for ~~a violating~~ of this sSection, any bottle, can, or ~~any~~ other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A jury or ~~a judge, whichever is appropriate,~~ may consider the information upon such label in determining whether the contents of the bottle, can, or other container were composed in whole or in part of ethyl alcohol. A label ~~which identifying~~ the contents of any bottle, can, or other container as “beer,” “ale,” “malt beverage,” “fermented malt beverage,” “malt liquor,” “wine,” “champagne,” “whiskey” or “whisky,” “gin,” “vodka,” “tequila,” “schnapps,” “brandy,” “cognac,” “liqueur,” “cordial,” “alcohol,” or “liquor” shall constitute prima facie evidence that the contents of the bottle, can, or other container ~~contained~~ was composed in whole or in part of ethyl alcohol.

D. For purposes of this ~~s~~Section, the following definitions ~~shall~~ apply:

1. ~~“Ethyl alcohol”~~ means any substance which is or contains ethyl alcohol.

2. ~~“Possession of ethyl alcohol”~~ means that a person has or holds any amount of ethyl alcohol anywhere on his or her person, ~~or that~~ a person owns or has custody of ethyl alcohol, or has ethyl alcohol within his or her immediate presence and control.

E. In ~~any~~ judicial proceeding concerning a charge under this ~~s~~Section, the court shall take judicial notice of methods of testing a person’s blood, breath, saliva, or urine for the presence of alcohol and of the design and operation of devices certified by the department of public health and environment for testing a person’s blood, breath, saliva, or urine for the presence of alcohol. This ~~s~~Subsection shall not prevent the necessity of establishing during a trial that the testing devices were working properly and ~~that such testing devices were~~ were properly operated.

F. It shall be an affirmative defense to the offenses described in this ~~s~~Section that the ethyl alcohol was possessed or consumed by a person under ~~twenty-one (21)~~ years of age under the following circumstances:

1. While such person was legally upon private property with the knowledge and consent of the owner or legal possessor of such private property and the ethyl alcohol was possessed or consumed with the consent of his or her parent or legal guardian who was present during such possession or consumption.;

2. When the existence of ethyl alcohol in a person’s body was due solely to ~~the ingesting of~~ a confectionery which contained ethyl alcohol within the limits prescribed by Section 35-5-410(1)(I), (II), ~~C.olorado R.evised S.tatutes; or the ingesting of~~ any substance which was manufactured, designed, or intended primarily for a purpose other than oral human ingestion; ~~or the ingesting of any~~ substance which was manufactured, designed, or intended solely for medicinal or hygienic purposes; or solely from ~~the ingesting of~~ a beverage which contained less than one-half of one percent of ethyl alcohol by weight.;

3. The possession or consumption of ethyl alcohol shall not constitute a violation of this ~~s~~Section if such possession or consumption takes place for religious purposes protected by the ~~f~~First ~~a~~Amendment to the United States Constitution.

Chapter 9.24 WEAPONS

9.24.010 Concealed weapons.

A. A person commits the offense of unlawfully carrying a concealed weapon if ~~they~~ knowingly and unlawfully conceals on or about ~~his-their~~ person or displays in a threatening manner, ~~any~~ dangerous or deadly weapons including, but not by way of limitation, ~~any~~ sling shot, cross-knuckles, or knuckles of lead, brass, or other metal, ~~or any~~ bowie knife, dirk, dagger or ~~any~~ knife with a blade over three inches, billy, sandclub, throwing star, or similar device designed for and intended to inflict bodily injury with the exception of any handguns which ~~are-is~~ specifically excluded from this ~~s~~Section.

B. It is unlawful for ~~any~~ person, ~~firm, company or association~~ to sell, offer to sell, display, use, possess or carry ~~any~~ knife or knives having the appearance of a pocket knife, the blade(s) ~~or blades~~ of which can be opened by a flick of a button, pressure on the handle, or other mechanical contrivance. Any such knife is declared ~~to be~~ a dangerous or deadly weapon within

the meaning of ~~s~~Subsection A ~~of this section~~, and shall be subject to forfeiture to the Town as provided in ~~S~~ubsection C ~~of this section~~.

C. Every person convicted of ~~any~~ violating ~~on~~ of this ~~s~~Section shall forfeit to the Town such dangerous or deadly weapon ~~so concealed or displayed~~.

D. It shall be an affirmative defense that the defendant was:

1. A person in his or her own dwelling or place of business or on property owned or under his or her control at the time of the act of carrying.;

2. A person in a private automobile or other private means of conveyance who carries a weapon for lawful protection of such person's or another's person or property while traveling.;

~~3.—6. Reserved.~~

E. This ~~s~~Section does not prohibit or otherwise regulate ~~the~~ concealed carrying of a handgun, as that term is defined by Section 18-12-202(4), ~~C.olorado R.egvised S.tatutes~~, as existing or hereafter amended.

9.24.020 Disposition of confiscated concealed weapons.

It is the duty of every police officer, upon making ~~any~~ arrest and taking ~~such~~ a concealed weapon from the ~~person of the~~ offender, to deliver the same into evidence; to be held until ~~the~~ final determination of the prosecution for the offense; and, upon the finding of guilt, it shall then be the duty of the police chief ~~who shall to make disposition~~ of the weapon as ordered by the court.

9.24.030 Using dangerous or deadly weapons.

It is unlawful for ~~any~~ person to discharge a revolver or pistol of any ~~description~~ kind, shotgun or rifle, which may be used for ~~the explosion exploding of~~ cartridges, or ~~any~~ bow made for the purpose of throwing or projecting missiles of any kind by any means whatsoever, whether such instrument is called by any name, within the ~~Town town limits of the Town of Monument~~ or upon any property owned by the ~~Town of Monument~~, ~~be it~~ within or ~~outside~~ without the Town limits.;; provided, that nothing in this ~~s~~Section shall prevent the use of ~~any~~ such instruments in shooting galleries under circumstances when such instrument can be fired, discharged, or operated in ~~such~~ a manner as not to endanger persons or property and also in ~~such~~ a manner as to prevent the projectile from traversing any grounds or space outside the limits of such gallery.;; ~~and further provided, that n~~Nothing contained in this ~~s~~Section shall prevent the ceremonial discharge of weapons using blank cartridges for such events as funerals and parades, nor prohibiting law enforcement officers from discharging their weapons when engaged in ~~the perform ingance of~~ their duties.

9.24.040 Selling weapons to intoxicated persons.

~~A.~~—It is unlawful for ~~any~~ person, ~~firm or corporation~~ to purchase, sell, loan, or furnish ~~any~~ gun, pistol, or other firearm in which ~~any~~ explosive substance can be used; to ~~any~~ person under the influence of alcohol or ~~any~~ narcotic drug, stimulant, or depressant, ~~or~~ to ~~any~~ person in a condition of agitation and excitability, or to ~~any~~ minor under ~~the age of eighteen (18) years of age~~.

~~B.~~—~~Further, such u~~Unlawful purchase, sale, loan, or furnishing shall be grounds for revocation of any license issued by the Town to such person, ~~firm or corporation~~.

9.24.050 Open carrying of firearms in public spaces.

A. Except as provided in ~~Title 9.24.050~~, Subsection B, persons may carry concealed handguns lawfully and properly permitted and carried pursuant to Section 18-12-201 et seq., ~~[C.olorado R.evised S.tatutes]~~, on the property or in ~~any~~ public building owned or leased by the Town, including, but not limited to, ~~(a) Town Council the chambers or galleries where the Town Council is located;~~ Town Council; ~~(b) Town Council meetings of the Town Council;~~ and ~~(c) the official office of any elected Town Council Mmember of the town council~~ or the Town Manager.

B. Persons shall not carry firearms in the ~~Town's~~ Municipal Court chambers when court proceedings are in session. The Town shall notify the public when Municipal Court proceedings are in session by posting signs at the Town Hall public entrances ~~to the Town Hall~~ notifying the public that ~~the~~ carrying ~~of~~ firearms is prohibited in the Municipal Court chambers while court is in session.

C. For purposes of this Section ~~9.24.050~~, “firearm” ~~shall be given the~~ is ~~definition and construed in accordance with~~ Section 18-12-101, ~~[C.olorado R.evised S.tatutes]~~, as amended from time to time, and shall include the term “handgun”, ~~which shall have the as~~ definition and ~~be construed in accordance with~~ Section 18-12-202(4), ~~[C.olorado R.evised Statutes]~~.



MEMORANDUM

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

FROM: Jenna Gorney, Senior Planner

DATE: May 4, 2026

SUBJECT: Resolution No. 30-2026 – A Resolution Renaming a Section of Road from Old Denver Road to Doc Close Road

HISTORY AND OVERVIEW.

At the April 20, 2026, Town Council meeting, Council considered the final three roadway name options resulting from the Town's "Rename the Road" community contest for the renaming of a section of Old Denver Road located between Creek Valley Circle and Buffalo Valley Path. The contest was initiated to support Town Council's interest in selecting a roadway name that reflects Monument's identity, history, and community character, while also advancing the Town's strategic priority of enhancing community engagement through transparent and inclusive public processes.

During the April 20th meeting, staff presented the three finalist name options that had been reviewed and vetted for compliance with EPC911 street naming requirements, Town and County standards, and emergency response considerations. Town Council deliberated on the options presented and proceeded to conduct the vote. A motion was made to select Doc Close Road as the new name for this section of Old Denver Road, the motion was seconded, and an additional affirmative vote was cast, resulting in a majority decision in favor of the name.

Following the vote, the Town Attorney advised that although Council's action reflected its intent to rename the roadway, a formal Resolution would be required to properly memorialize the decision and authorize staff to finalize implementation of the road name change. The Resolution serves to formally adopt the new roadway name, ensure consistency across Town records and interagency coordination, and provide clear documentation of Council's action. As such, the Resolution approving the renaming of Crossfield Road to Doc Close Road is being presented for Town Council consideration this evening.

Next Steps.

Following Council's vote, staff promptly initiated coordination efforts to support implementation of the road name change. Staff contacted El Paso County to formally reserve the name Doc Close Road and has received official confirmation approving its use.

Staff has also placed an order for two roadway name signs. One sign will be installed at the roadway location in accordance with Town standards, and the second sign will be presented to the community contest submission winner, Catherine McGuire, and her family, as part of the Town's recognition of their contribution to the renaming process.

In addition, staff has coordinated directly with Ms. McGuire to have her and her family in attendance at the recognition ceremony to be held in Town Council Chambers at 10:00 a.m. on May 22, 2026. This ceremony will formally acknowledge the community-driven process and celebrate the selection of the roadway name.

STRATEGIC PRIORITIES.

The Council has established the Town of Monument recognizes strengthening community engagement as a strategic priority for 2026–2028, with a focus on enhancing communication, transparency, and collaboration among Monument residents, neighboring communities, partner organizations, and Town administration to support informed decision-making and shared community goals. This requested action is consistent with this strategic priority.

FISCAL IMPACT.

Other than the production of new street signs and hosting the aforementioned recognition ceremony, there is no fiscal impact resulting from this action.

RECOMMENDED ACTION.

A motion to **APPROVE** Resolution No. 30-2026, a Resolution Renaming a Section of Road from Old Denver Road to Doc Close Road.

Attachments.

1. Resolution No. 30-2026 – A Resolution Renaming a Section of Road from Old Denver Road to Doc Close Road

TOWN OF MONUMENT
RESOLUTION NO. 30-2026

**A RESOLUTION RENAMING A SECTION OF ROAD WITHIN THE TOWN FROM
OLD DENVER ROAD TO DOC CLOSE ROAD**

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

WHEREAS, the Town Council of the Town of Monument (“Town”) has the authority to name and rename streets and roads within the Town pursuant to Colorado law and the Town of Monument Municipal Code; and

WHEREAS, Old Denver Road is a public roadway located within the corporate limits of the Town of Monument; and

WHEREAS, the Town of Monument recognizes strengthening community engagement as a strategic priority for 2026–2028, with a focus on enhancing communication, transparency, and collaboration among Monument residents, neighboring communities, partner organizations, and Town administration to support informed decision-making and shared community goals; and

WHEREAS, consistent with this strategic priority, the Town conducted a community contest to solicit public input and proposed names for the renaming of a section of Old Denver Road between Creek Valley Circle and Buffalo Valley Path; and

WHEREAS, the name Doc Close Road was selected through that community engagement process; and

WHEREAS, the proposed road name change was reviewed for consistency with emergency access, public safety services, and applicable addressing and mapping standards; and

WHEREAS, the Town Council, at a duly noticed public meeting held on April 20, 2026, voted to approve the renaming of Old Denver Road to Doc Close Road; and

WHEREAS, the Town Council desires to memorialize that action by formal resolution.

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

Section 1. Road Renaming Approved. The section of public roadway formerly known as Old Denver Road is hereby officially renamed Doc Close Road.

Section 2. Official Records and Signage. The Town Manager, or designee, is authorized and directed to update all official Town records, maps, geographic information systems, signage, and addressing information to reflect the renaming of Crossfield Road to Doc Close Road.

Section 3. Coordination with Affected Entities. Town staff shall coordinate notification of the road name change with emergency service providers, El Paso County, the United States Postal Service, utility providers, and other applicable agencies as appropriate.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

PASSED AND RESOLVED by the Town Council of the Town of Monument, this 4th day of May 2026, by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



TOWN OF MONUMENT COUNCIL MEMORANDUM

TO: Mayor and Town Council

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

DATE: May 4th, 2026

SUBJECT: Resolution No. 31-2026 A Resolution Adopting the Pikes Peak Regional Multi-Hazard Mitigation Plan

STRATEGIC PRIORITIES (2026–2028)

Enable Responsible Community Development - Establishes clear, accountable plans, processes, and procedures for responsible and enduring community development and growth.

BACKGROUND: The purpose of the Hazard Mitigation Plan (HMP) is to reduce or eliminate long-term risk to life, property, critical facilities, infrastructure, and the environment from natural and human-caused hazards. This plan serves as the guiding document for the Town to identify hazards, assess risk and vulnerability, and develop strategies to minimize future losses. The plan also enables the jurisdiction to maintain eligibility for certain federal mitigation grant programs, including the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Assistance (HMA) programs. The previous Hazard Mitigation was developed in 2020 and included eight local jurisdictions within El Paso County.

DISCUSSION/ANALYSIS: Over the past year, the Town of Monument has worked in close coordination with the Pikes Peak Regional Office of Emergency Management and Tetra Tech to update the previous countywide Hazard Mitigation Plan. This plan is a critical component of enhancing community and countywide resilience. In accordance with federal regulations, local governments must maintain a FEMA-approved Hazard Mitigation Plan to remain eligible for federal mitigation grant funding for both public and private mitigation projects. Chapter 8 in Volume II of the Hazard Mitigation Plan outlines the Town's specific mitigation strategies and actions addressing the hazards identified through the planning process. The planning process resulted in the development of 17 mitigation action items targeting the hazards that pose threats to the Town.

COMMUNITY IMPACT: The Town of Monument faces ongoing risk from natural hazards due to its Front Range location, wildland-urban interface environment, and exposure to severe weather

conditions. Proactive hazard mitigation is critical to reducing future losses, protecting community assets, and supporting Monument's long-term resilience and sustainability. The Hazard Mitigation Plan will be posted on the Town's website and made available to the public to ensure residents, businesses, and stakeholders have access to the plan and its mitigation strategies.

RECOMMENDED ACTION: Staff recommend the passage of Resolution No. 31-2026, adopting the Pikes Peak Regional Multi-Hazard Mitigation Plan

RESOLUTION NO. 31-2026

A RESOLUTION ADOPTING THE PIKES PEAK REGIONAL MULTI-HAZARD MITIGATION PLAN

WHEREAS, the Town of Monument has established enabling responsible community development as a strategic priority for 2026–2028, emphasizing the importance of clear, consistent, and accountable plans, processes, and procedures that foster positive conditions for thoughtful, sustainable, and enduring growth within the community;

WHEREAS, the Town of Monument with the assistance from the Pikes Peak Regional Office of Emergency Management, has gathered information and prepared the 2026 Pikes Peak Regional Multi-Hazard Mitigation Plan; and,

WHEREAS, the Colorado Division of Homeland Security and Emergency Management and FEMA, Region VIII, officials have reviewed the 2026 Pikes Peak Regional Multi-Hazard Mitigation Plan and have designated the Plan "approvable pending adoption," and affirmed the Plan meets the requirements of the Stafford Act and 44 C.F.R. § 201.6, for a local hazard mitigation plan, pending adoption by participating jurisdictions; and,

WHEREAS, the Town of Monument is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and,

WHEREAS, the Town of Monument has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

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

- 1)Adopts in the 2026 Pikes Peak Regional Multijurisdictional Hazard Mitigation Plan Volume I and Chapter 8 of Volume 2, as approved by FEMA, as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.
- 2) Will use the adopted and approved portions of the 2026 Pikes Peak Regional Multijurisdictional Hazard Mitigation Plan to guide pre- and post- disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the 2026 Pikes Peak Regional Multijurisdictional Hazard Mitigation Plan with other planning programs and mechanisms under its authority.
- 4) Will continue its support of the on-going mitigation efforts and continue to participate in the plan maintenance and support as described by the 2026 Pikes Peak Regional Multijurisdictional Hazard Mitigation Plan.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 4th day of May 2026 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

Link to the

draft April 2026 draft Pikes Peak Regional Multi-Hazard Mitigation Plan

Volume 1 – Basic Plan

<https://www.townofmonument.org/DocumentCenter/View/5329/20260401-Draft-2026-Pikes-Peak-Regional-Multi-Hazard-Mitigation-Plan-v1-Basic-Plan>

Volume 2 - Jurisdictional Annexes

<https://www.townofmonument.org/DocumentCenter/View/5328/20260401-Draft-2026-Pikes-Peak-Regional-Multi-Hazard-Mitigation-Plan-v2-Jurisdictional-Annexes>



MEMORANDUM

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

FROM: Will Williams, IT Director

DATE: May 4, 2026

SUBJECT: RESOLUTION NO. 32-2026 - Continuing IT Managed Service Provider Contract -
EnvisionIT Solutions

HISTORY AND OVERVIEW.

The purpose of this memorandum is to explain the rationale for renewing the Town of Monument's IT Managed Service Provider (MSP) contract with EnvisionIT Solutions without issuing a new Request for Proposals (RFP), as outlined in Resolution No. 32-2026.

The original MSP agreement was awarded as a one-year contract with the option to renew for two additional one-year terms. Town ordinance allows these renewal options to be exercised without initiating a new competitive bid process. The proposed renewal represents the third and final year permitted under the existing contract structure, and is therefore fully compliant with Town procurement requirements.

EnvisionIT Solutions has provided MSP services to the Town for the past two years and has met or exceeded all contractual expectations. Their performance has supported secure, stable, and reliable IT operations across all departments, contributing to operational efficiency and continuity of service.

Given EnvisionIT Solutions' proven performance, staff recommends approving this final renewal to maintain service stability and avoid unnecessary disruption. This renewal does not extend the contract beyond what is allowed by ordinance. An RFP will be required and initiated should the Town seek to continue MSP services beyond this final contract year.

STRATEGIC PRIORITIES.

The Council has established the Town of Monument recognizes Ensure Long Term Financial Health and Sustainability as a strategic priority for 2026–2028, with a focus to take steps to support long-range financial health, forecasting and sustainability to ensure efficient and resilient town services and invest in the Monument community. This requested action is consistent with this strategic priority.

FISCAL IMPACT. IT Managed Services was budget for this fiscal year and pricing has stayed consistent with current contract with no increase in cost.

RECOMMENDED ACTION.

A motion to **APPROVE** Resolution No. 32-2026, Continuing IT Managed Service Provider Contract – EnvisionIT Solutions.

EnvisionIT Solutions Services Agreement

Standard Terms and Condition

This Agreement is by and between Bohannon Huston, Inc. DBA EnvisionIT Solutions, a division of Bohannon Huston, Inc. hereafter ("Service Provider") and Town of Monument ("Client"), and is effective and supersedes any previous signed contracts as of the date signed by the Service Provider below and will remain in effect for the period stated.

1. **Service:** The Services and Equipment provided hereunder are as described under "Goods and Services" of this Agreement. The details of said Services are outlined under "Goods and Services Provisions".
2. **Term of Agreement:** The Term of Agreement is outlined under "Goods and Services Provision"
3. **Project Mobilization Fee/Retainer:** Service Provider may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.
4. **Right to Renegotiate:** Service Provider reserves the right to renegotiate this contract should the project be halted for 30 days or more.
5. **Extended Travel Charges:** Additional charges may apply for on-site travel outside the greater Denver metropolitan area.
6. **Equipment Sales:** Any hardware and software equipment sales provided hereunder are final and may not be returned unless previously authorized. Under rare circumstances and at the sole discretion of the Service Provider, a 15-day return period may be extended on all items still in their original manufacturer's packaging and in re-sellable condition. A 15% restocking fee will be assessed on all returned items. Final return

authorization is subject to original equipment manufacturer (OEM) approval.

7. **Invoice and Payment:** The Client will be invoiced each month for work which has been accomplished to the date shown on the invoice or the fixed agreed upon amount described under the "Goods and Services" of this Agreement. Invoices are due and payable upon receipt. Questionable charges or errors on an invoice shall be brought to the attention of the Service Provider within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid in excess of thirty (30) days from the invoice date shall accrue interest at a rate of 1.5% per month until paid in full. Invoices or portions of invoices in excess of ninety (90) will constitute a breach of this agreement. The Client hereby agrees to pay all costs and expenses incurred by the Service Provider including but not limited to reasonable attorney fees in pursuing collection of any sums not paid to the Service Provider pursuant to the terms of this contract.
8. **Representations and Warranties:** Each party represents and warrants that it is fully authorized to enter into this Agreement. The Service Provider represents and warrants to the Client that any services provided hereunder will be performed in a professional manner by qualified and trained personnel. Unless specifically stated herein or in any service order, the Service Provider makes no warranties, representations or agreements, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose. IN NO EVENT SHALL

EnvisionIT Solutions Services Agreement

THE SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF SERVICE PROVIDER HAS BEEN WARNED OF SUCH LOSS.

including reimbursable expenses and sub-consultants).

9. Indemnification: Service Provider shall not be liable to Client or to the Client's agents, servants, employees, customers or invitees for any damage to person, property or project caused by any act, omission or neglect of the Client, its agents, servants or employees and the Client shall hold Service Provider free and harmless from, and hereby indemnifies Service Provider against any and all such claims, demands, causes of action, loss, costs, damages and expenses, including reasonable attorney's fees. The Client shall not be liable to Service Provider or to Service Provider's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of Service Provider, its agents, servants or employees and Service Provider shall hold the Client free and harmless from, and hereby indemnifies the Client against any and all such claims, demands, causes of action, loss, costs, damages and expenses, including reasonable attorney's fees.

10. Limitation of Liability: It is understood that any and all professional liabilities incurred by Service Provider, throughout the course of rendering professional services under this contract, shall be limited to a maximum of the fee received by Service Provider for all services rendered. (not

11. Force Majeure: Neither party is liable for any failure in network performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action, labor difficulties, Internet failure and supplier failures. Either party's invocation of this clause shall not relieve the Client of its obligation to pay for any Services.

12. Compliance with Client Policies: In the event that the Client has adopted formal security policies, the Service Provider will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these security policies. The Client will provide the Service Provider with up to date information on its security policies and will keep the Service Provider informed about any changes to these policies.

13. Claims: The Client acknowledges that Service Provider is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of the Service Provider in the execution or performance of this contract shall be made against the Service Provider and not against such director, officer, or employee.

14. Disputes: The Service Provider and the client shall have claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof to be decided by mediation. If the matter cannot be resolved between the parties by mediation. Any lawsuits filed shall be filed in state court in the County of Bernalillo or federal court in the District Court of New Mexico.

EnvisionIT Solutions Services Agreement

15. Governmental Authorization, Regulatory

Changes: This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Service Provider may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet regulatory requirements or when such requirements have a material, adverse impact on the economic feasibility of the Service Provider providing Service, as determined in the Service Provider's reasonable business judgment.

16. Termination of Agreements: This Agreement may be terminated by either Party upon thirty (30) days written notice if the other Party:

- Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, EITS will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

17. Governing Law: This Agreement is governed by and subject to the laws of the State of NM.

18. Headings: The headings herein are for

convenience only and are not intended to have any substantive significance in interpreting this Agreement.

19. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

20. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

21. Notices: Whenever written notice is required to be provided by this Agreement, Service Provider must provide such notice to Client's billing address, and Client must provide such notice to Service Provider at 7500 Jefferson St NE Courtyard One Albuquerque, NM 87109 Attn: Louis Hernandez. A notice is deemed given when personally delivered to the addresses or if sent by US mail, certified or registered, return receipt requested, on the third day after mailing (exclusive of Saturdays, Sundays and postal holidays) or via facsimile upon receipt of facsimile confirmation.

22. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

23. Public Releases, Use of Name: Neither party may issue a news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the Services provided hereunder without the prior written consent of the other party. Client may not use Service Provider's name, logo or service mark in marketing services to end users.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable,

EnvisionIT Solutions Services Agreement

this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

25. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

26. Successors and Assigns: The Client and Service Provider each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither The Client nor Service Provider shall assign, set over, or transfer his interest, in whole or in part, in this contract without the prior written consent of the other, and any act in derogation hereof, shall, at the option

of the non-assigning party, render the written contract terminated.

27. Confidentiality: Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, customers or services that could be considered to be "confidential information". "Confidential information" is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature and that is furnished or disclosed to the other party. Confidential information will remain the property of the disclosing party and the receiving party will not acquire any rights to that confidential information.

28. Non-Solicitation: The Client hereby agrees that it will not solicit for employment, hire or contract with any of the Service Provider's technical or professional personnel assigned either directly or indirectly to the Client's account during the term of this Agreement and for a period of 6 months from its termination, regardless of the reason for termination.

EnvisionIT Solutions Services Agreement

Goods and Services Provisions

Managed Services

I. Term of Agreement

1. This Agreement between Client and the Service Provider and is effective upon the date signed and shall remain in force for a period of 1 year. The contract may be reviewed quarterly to address any necessary adjustments or modifications to the number of users or machines covered. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these adjustments will be addressed through a written notice and agreed upon and be bound by the terms of this agreement.

II. Auto Renewal

1. This Agreement shall be renewed automatically for succeeding terms of (3) months unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term.

III. Fees

1. Fees for Services outlined under Managed Services are all inclusive and will be incurred on a Per User or Per Device at the rate outline under "Goods and Services".
2. Any and all Services requested by Client that fall outside the provisions outlined under Managed Services will be considered Projects and will be quoted and billed as separate individual Services.

IV. Support Personnel

1. The Services Provider will use qualified personnel both on-site and through remote technologies to support a wide variety of Customer technologies including desktops, servers, applications, connectivity and network infrastructure in addition to providing general technical consulting and advisory services (collectively the "Support Services").
2. Client agrees to designate an authorized point-of-contact (POC) that will be the primary interface between Client and Service Provider and who will have appropriate Customer authority to request additional Support Services. The Client POC may also designate additional Customer representatives to request Support Services as deemed appropriate.
3. Service Provider will assign a primary Service Technician to the Client who will be responsible for all technical matters associated with the account and the provided Support Services. In addition, Service Provider will also assign a primary Account Manager who will have logistical responsibility including Service Technician scheduling, product fulfillment requests and Support Services requests.

V. Monitoring Services

1. Client agrees to allow:
 - (1) Service Provider to install the Monitoring Service Software on a Server and Machines in their environment and/or Client Monitoring Agents on all devices in the network or devices that will be accessing the network.
2. Service Provider agrees to provide:
 - (1) 24x7 Availability Monitoring & Alerting
 - (2) Error & Event Log Monitoring

EnvisionIT Solutions Services Agreement

- (3) Drive Space Monitoring
- (4) Application & Database Monitoring
- (5) Hardware Inventory
- (6) Software Inventory
- (7) Monthly Network Summary Report (upon request)

VI. Security Services

- 1. Service Provider Agrees to provide:
 - (1) 24x7 Server & Desktop Monitoring & Alerting
 - (2) 24x7 Network Firewall Monitoring
 - (3) Office 365 Monitoring / Phishing and Spam Monitoring
 - (4) EDR and Managed SOC Services
 - (5) Microsoft Patch Management
 - (6) Security Administration
 - (7) Backup Monitoring & Administration

VII. General Support Services

- 1. Service Provider Agrees to provide the following Support Services:
 - (1) Remote Server & Desktop Administration and Support
 - (2) Onsite Support Services
 - (3) User Account Administration
 - (4) Mailbox Administration
 - (5) Printer Management
 - (6) Log File Maintenance
 - (7) Hardware & Software Warranty Management
 - (8) Ongoing Technology Documentation
- 2. All remote and onsite services will be provided as a part of the monthly service fee during normal business hours 7 AM to 5 PM Monday through Friday (2 hour response) basis excluding published federal holidays.
- 3. On-call services will be provided as part of the monthly service fee during the hours of 7am – 9pm Monday – Sunday. Any support requests that fall outside the on-call hours could be subject to our after hours rate of \$250 per hour.
- 4. All Critical Network Down support issues will be covered by the monthly service fee.
- 5. All support needed on published federal holidays is subject to be a billable event at a \$250 bill rate.
- 6. Scheduled after hours maintenance task which include but not limited to, server patches and reboots will be provided as a part of the monthly service fee.

VIII. Project Services

- 1. Large projects consist of services that take longer than 8 hours of labor time to complete. These project will be quoted separately.

Hardware Sales – Service provider agrees to provide Client with a Detailed Quote for all hardware. All quotes are good for 30 days. Upon acceptance, Client agrees to pay Service provider per the terms of this Agreement.



EnvisionIT Solutions Services Agreement

Goods and Services

Description	Units	Unit Price	Per Month Contracted Cost	Contract Total	Agreement Term
Total Care Platinum Plan	71	\$ 125.00	\$ 8,875.00	\$ 106,500.00	12 months
Total Care Cyber Security	31	\$ 45.00	\$ 1,395.00	\$ 16,740.00	12 months
Monthly Data Backup Services	1	\$ 450.00	\$ 450.00	\$ 5,400.00	12 months
Monthly Contracted Cost			\$ 10,720.00		

This contract includes support for the Town of Monument Police Department (CJIS Facility) The attached CJIS Security Addendums are for all IT support technicians and leadership that will be providing support for the Police Department.



EnvisionIT Solutions Services Agreement

EnvisionIT Solutions, a division of Bohannon Huston, Inc.

Signature: _____

Title: _____

Date: _____

Client and the individual signing below represent that such individual has the authority to bind Client to this Agreement.

Client: _____

Signature _____

Name (printed): _____

Title: _____

Date: _____

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Kevin Gray [Signature] 12/17/24
Printed Name/Signature of Contractor Employee Date

Kevin Gray [Signature] 12/17/24
Printed Name/Signature of Contractor Representative Date

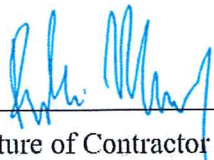
EnvisionIT Solutions Senior Vice President
Organization and Title of Contractor Representative

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Riki McGray 
Printed Name/Signature of Contractor Employee

12/4/24
Date

Kevin Gray 
Printed Name/Signature of Contractor Representative

12/17/24
Date

EnvisionIT Solutions Senior Vice President
Organization and Title of Contractor Representative

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
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Dominique Arellanes  12/04/24
Printed Name/Signature of Contractor Employee Date

Kevin Gray  12/17/24
Printed Name/Signature of Contractor Representative Date

EnvisionIT Solutions Senior Vice President
Organization and Title of Contractor Representative

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

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Julian Naylor
Printed Name/Signature of Contractor Employee

12/04/24
Date

Kevin Gray
Printed Name/Signature of Contractor Representative

12/17/24
Date

Envision IT Solutions Senior Vice President
Organization and Title of Contractor Representative

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

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I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Christopher Kehoe Chen on Run
Printed Name/Signature of Contractor Employee

12/17/24
Date

Kevin Ceray [Signature]
Printed Name/Signature of Contractor Representative

12/17/24
Date

EnvisionIT Solutions Senior Vice President
Organization and Title of Contractor Representative

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

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Stephen Vleni / [Signature]
Printed Name/Signature of Contractor Employee

12/17/24
Date

Kevin Gray [Signature]
Printed Name/Signature of Contractor Representative

12/17/24
Date

EnvisionIT Solutions Senior Vice President
Organization and Title of Contractor Representative

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
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Jordan A. Hanson [Signature] 12/15/24
Printed Name/Signature of Contractor Employee Date

Kevin Leray [Signature] 12/17/24
Printed Name/Signature of Contractor Representative Date

EnvisionIT Solutions Senior Vice President
Organization and Title of Contractor Representative

RESOLUTION NO. 32-2026

A RESOLUTION TO APPROVE A CONTRACT RENEWAL WITH IT MANAGED SERVICE PROVIDER

WHEREAS, the Town of Monument has identified the need to ensure long-term financial health and sustainability as a strategic priority for 2026–2028, including supporting prudent financial planning, long-range forecasting, and responsible investment in order to maintain efficient, resilient, and high-quality municipal services for the benefit of the Monument community;

WHEREAS, Town staff has identified the requirement to maintain IT Managed Service Provider services to ensure secure, safe, and reliable Information Technology Services;

WHEREAS, Town staff has determined that our current IT Managed Service Provider, EnvisionIT Solutions, is providing required IT support, IT Security Monitoring, and IT management oversight, and;

WHEREAS, staff recommends approval of the renewal of the contract proposal with EnvisionIT Solutions to provide continued IT Managed Service Provider services for another year.

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

The Town Council hereby approves the contract renewal to EnvisionIT Solutions for a total amount of **\$128,640.00**. The contract shall be paid in monthly installments, with cost adjustments upward or downward depending on employee count. Contract will be funded by all Departments through Professional Services Budget Code.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 4th day of May 2026 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



Town of Monument Financial Report (Quarter 1, 2026)





FINANCIAL REPORT



MEMORANDUM

To: Mayor and Town Council
From: Steve Murray, Senior Accountant
Through: Madeline VanDenHoek
Subject: Quarter 1 Financial Report
Date: May 4, 2026

2026 Quarter 1 Financial Report:

The information in this report reflects the financial highlights for the Town of Monument along with a prior two-year comparison for the similar period. This report will be posted on the Town of Monument webpage at <https://www.townofmonument.org/271/Finance-Department>

2026 Highlights by Fund:

General Fund

- Sales tax collections in 2026 increased by 20% over 2025. While this is an increase from prior years, a comparison to 2025 does not reflected properly. This is due to the first quarter of 2025 self-collection of sales tax. As time continues through the year the Town will see a more meaningful reflection of year over year comparison. The Town has seen a 6% increase from 2024 quarter one sales tax actuals. It is important to note that the Town of Monument's sales tax is split with Triview Metropolitan District monthly based on the location of purchase. Sales Tax in 2026 was dispersed with 46% going to the Town's General Fund, 15% to Public Safety Police Fund, 20% to Water & Infrastructure, and the remaining 19% going to Triview Metropolitan District. The Town continues to evaluate the tax revenue in 2026, it will be reflected in the 2026 amended budget presented in June, and in the economic forecasts used to present budget information.
- Revenues for the Town of Monument for quarter one have come in slightly below the budgeted estimate, due to interest rates falling slightly in 2026.
- With Monument working to reduce expenditures in the 2026 budget, the Town has seen higher revenue over expenditures in quarter one and is working to continue maintain the required reserves per Town Council policy.

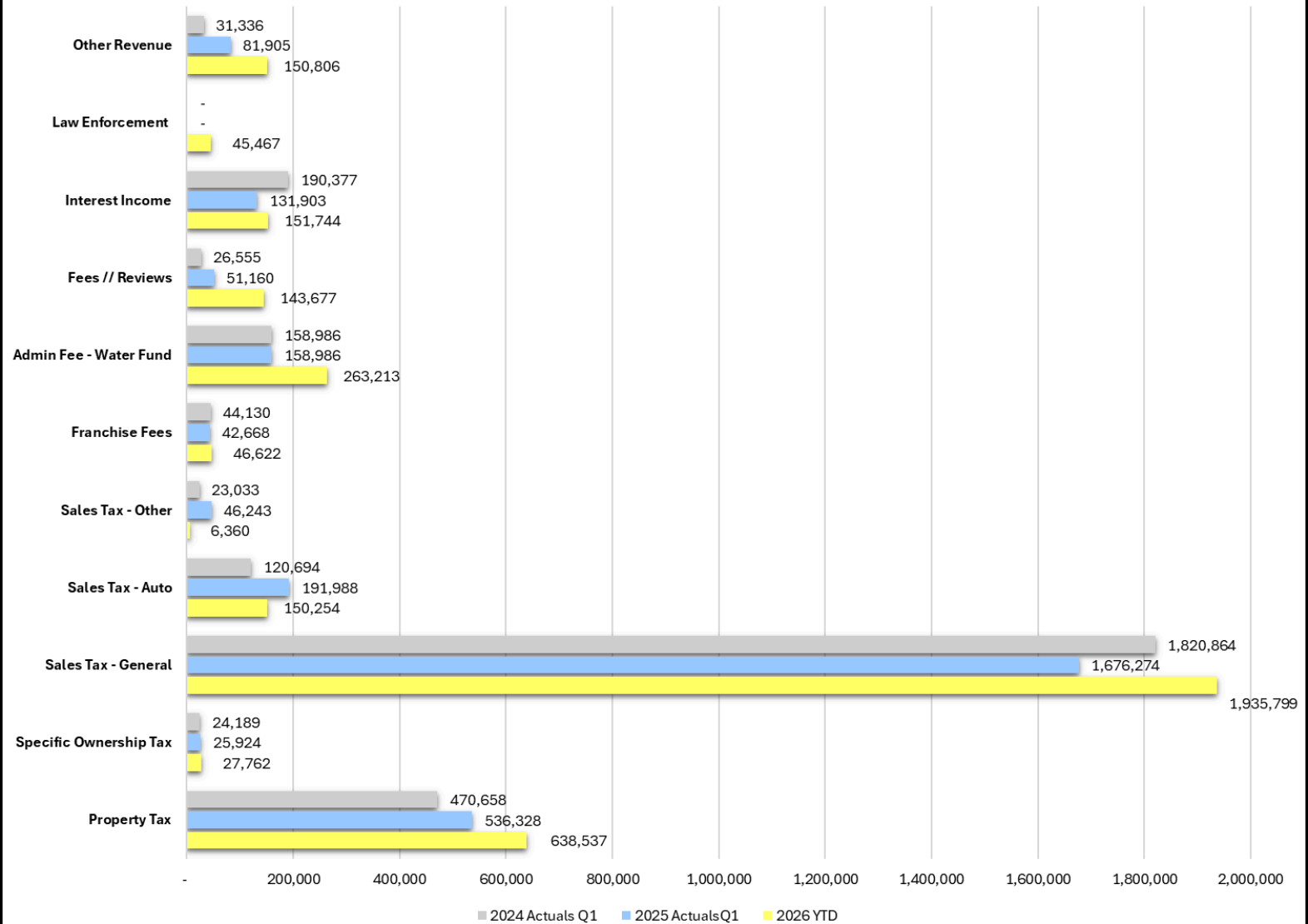
Water Enterprise Fund

- The Water Enterprise Fund is evaluating a rate increase to the water rates to continue maintaining and improving the water provided to the Town of Monument. As represented in this report, expenditures are \$205,000 more than the revenues collected for quarter one.

2F Police Safety Fund

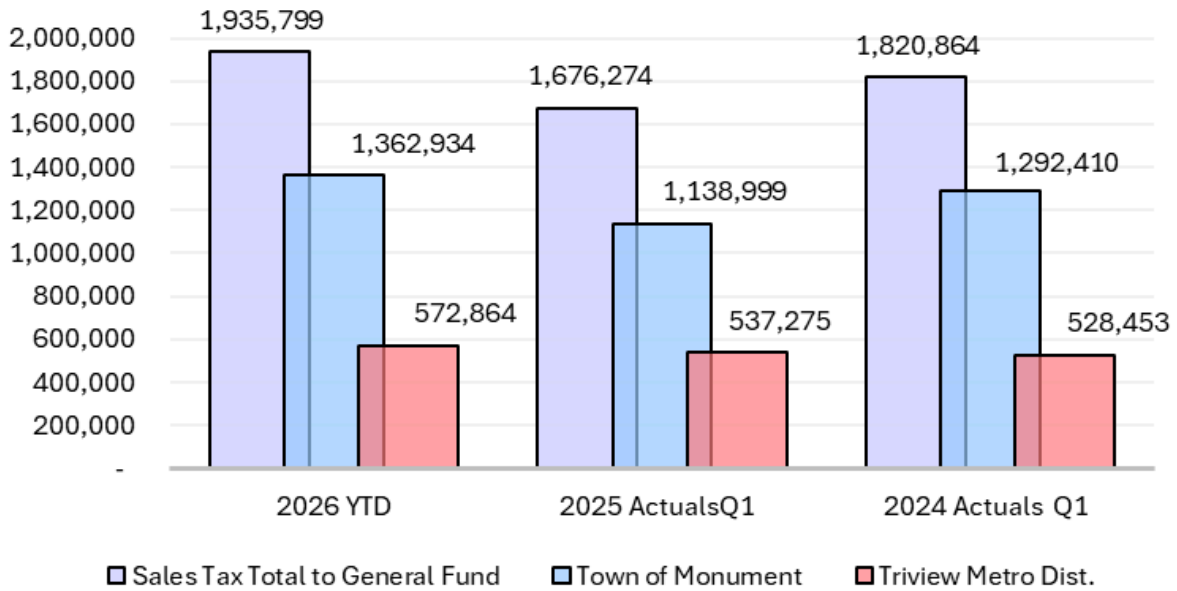
- Notable accounting changes in 2025 continued in 2026. Prior years the 2F Public Safety Fund and Law Enforcement were treated as one account, in the 2025 budget this breaks these two apart and accounts for the money correctly. This change caused the General Fund to encompass ~66% of all Law Enforcement expenditures, this was to comply with Ordinance and Resolution passed in 2022. Additionally, the revenue that is generated by extra duty or school resource officers comes into the General Fund as well.

Total General Fund Revenue by category - YTD 2026



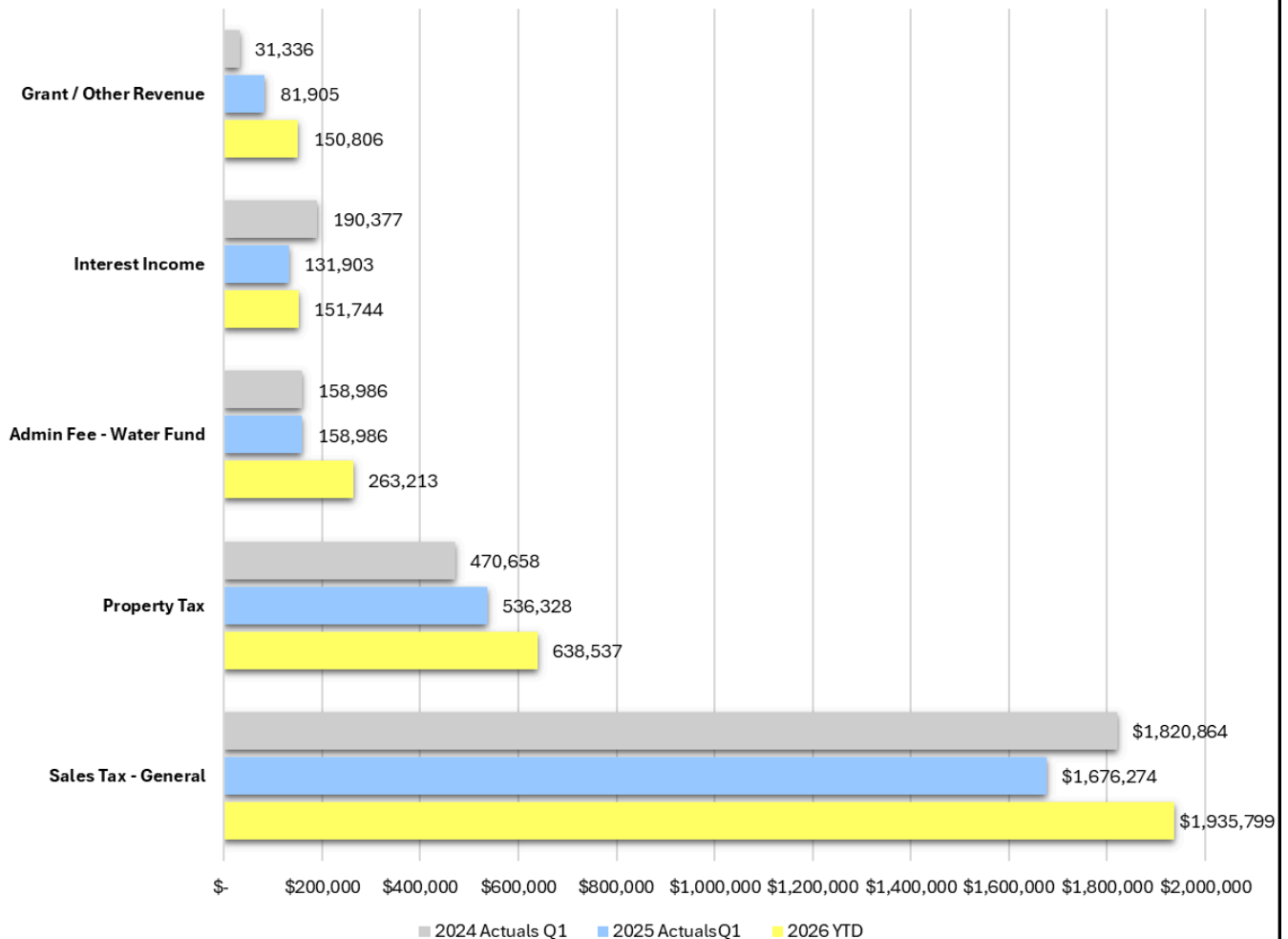
March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Property Tax	638,537	536,328	470,658	119%	1,581,340	40%
Specific Ownership Tax	27,762	25,924	24,189	107%	133,284	21%
Sales Tax - General	1,935,799	1,676,274	1,820,864	115%	8,375,348	23%
Sales Tax - Auto	150,254	191,988	120,694	78%	669,978	22%
Motor Vehicle Registrations	6,360	6,417	5,896	99%	33,551	19%
Use Tax	0	39,826	17,136	0%	60,000	-
Franchise Fees	46,622	42,668	44,130	109%	704,167	7%
Admin Fee - Water Fund	263,213	158,986	158,986	166%	1,052,854	25%
Court Fees	22,951	19,070	16,930	120%	73,584	31%
Land Use Permits	28,691	10,615	8,925	270%	48,850	59%
Planning Fees	11,258	8,000	(5,500)	141%	87,171	13%
Engineering Review/Inspection	80,778	13,475	6,200	599%	89,600	90%
Interest Income	151,744	131,903	190,377	115%	700,000	22%
Law Enforcement	45,467	9,087	-	-	346,304	-
Other Revenue	150,806	81,905	31,336	184%	1,504,722	10%
Net Revenue	3,560,241	2,952,466	2,910,820	121%	15,460,752	23%

Sales Tax (General Fund)

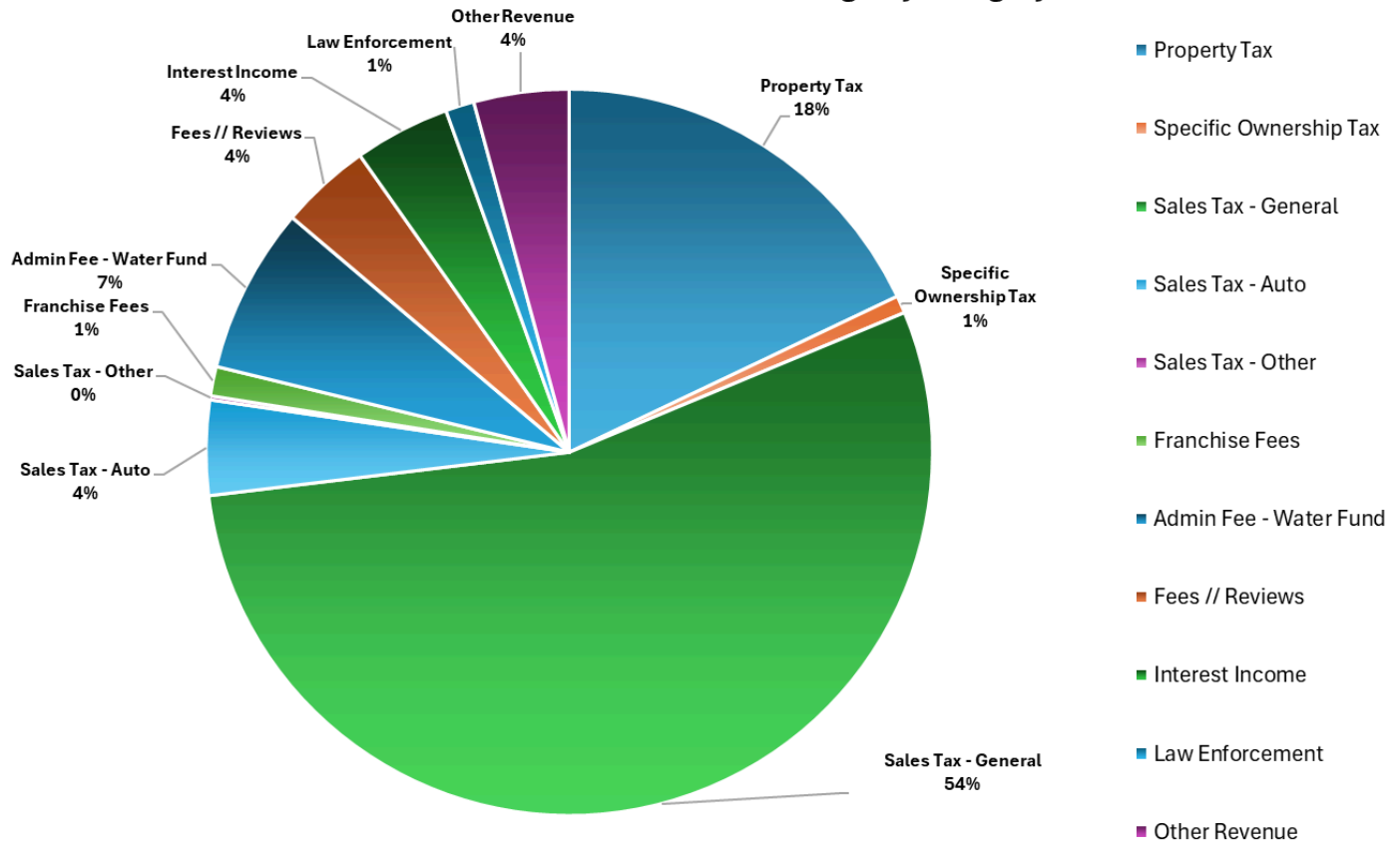


	2026 YTD	2025 Actuals Q1	2024 Actuals Q1
Sales Tax Total to General Fund	1,935,799	1,676,274	1,820,864
Town of Monument	1,362,934	1,138,999	1,292,410
Triview Metro Dist.	572,864	537,275	528,453

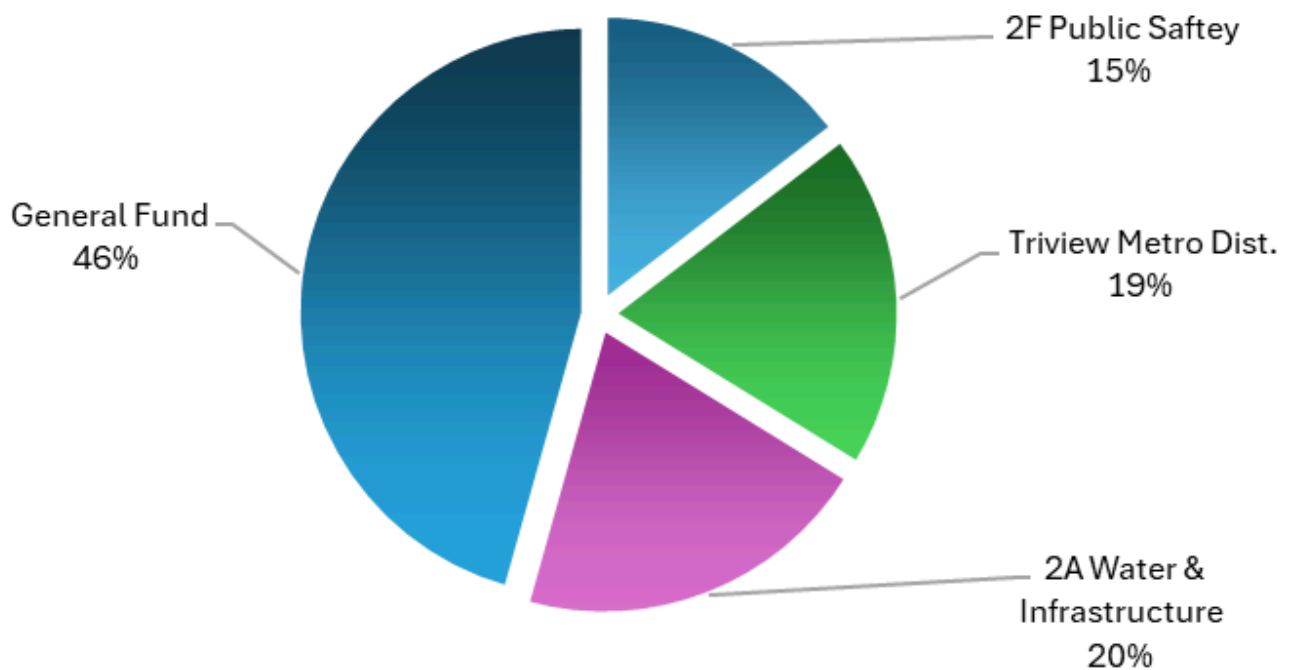
Top 5 General Fund Revenue Sources - 2026 YTD



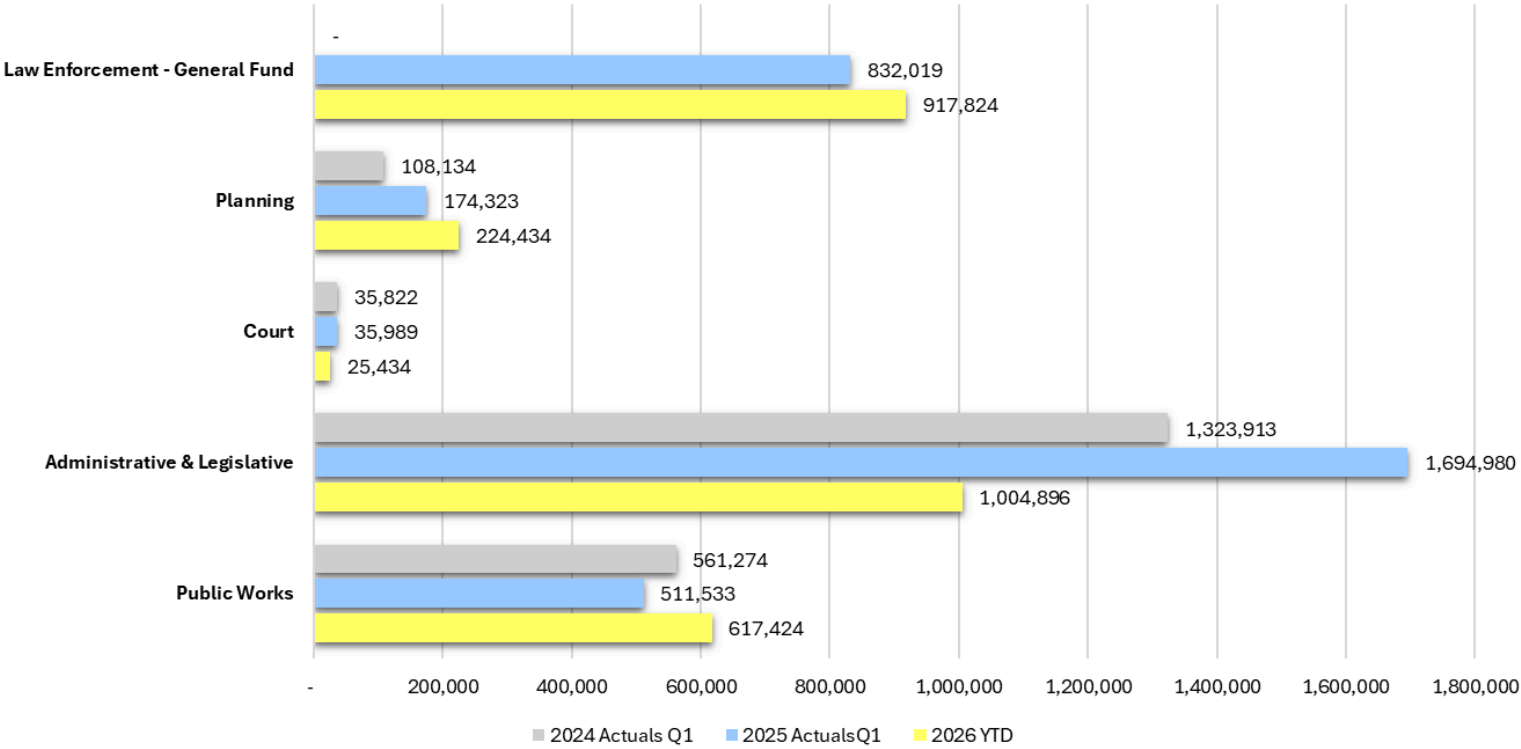
General Fund Revenue Percentage by category



Sales Tax Dispersment



General Fund Expendutres by Department - 2026 YTD



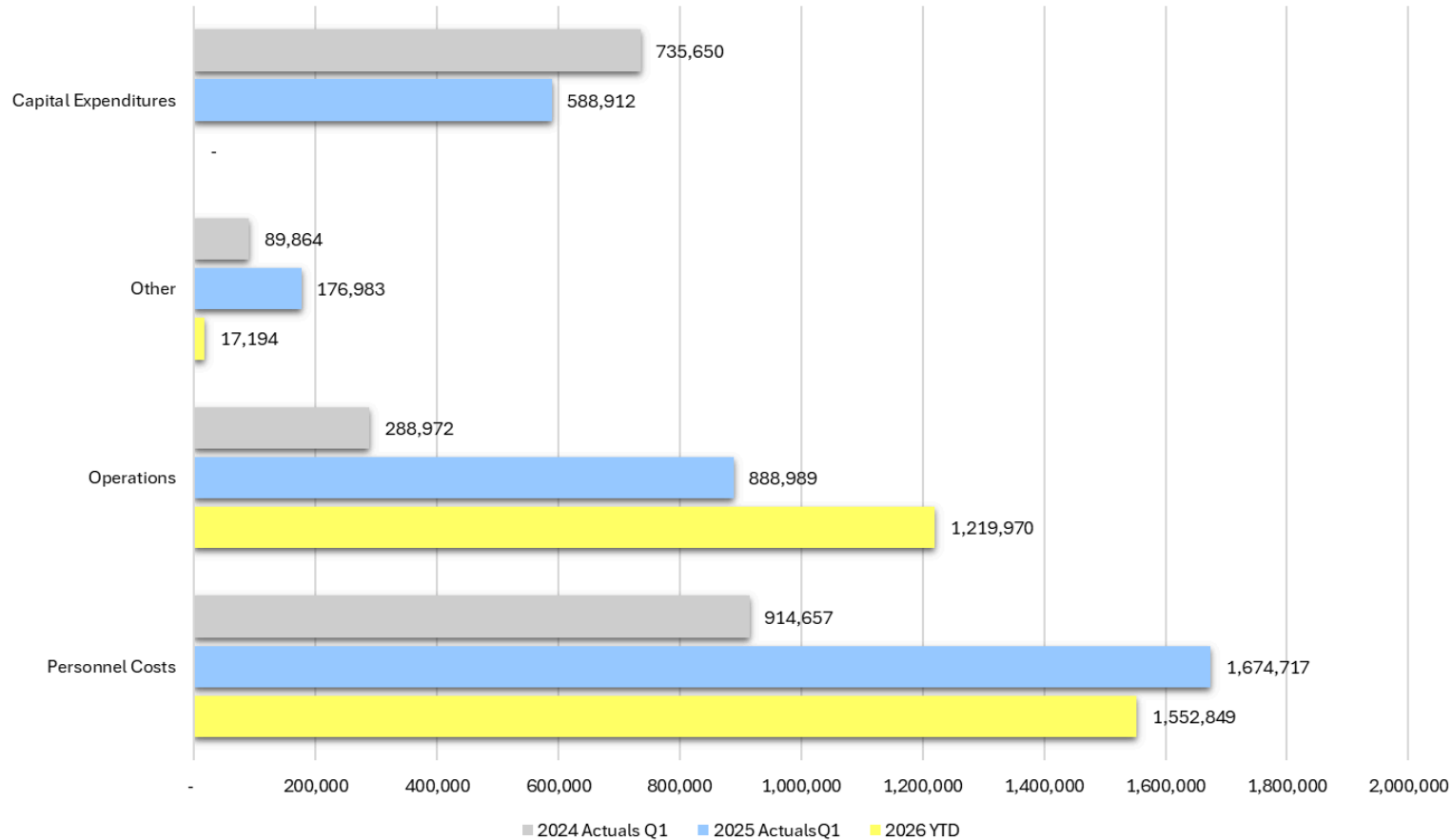
March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Public Works	617,424	511,533	561,274	121%	2,196,433	28%
Administrative & Legislative	1,004,896	1,694,980	1,323,913	59%	6,170,998	16%
Court	25,434	35,989	35,822	71%	142,441	18%
Planning	224,434	174,323	108,134	129%	1,812,241	12%
GF less LE Expenditures	1,872,188	2,416,826	2,029,143	77%	10,322,113	18%
Law Enforcement - General Fund	917,824	832,019	-	110%	4,383,548	-
Total LE Expenditures	917,824	832,019	-	110%	4,383,548	21%
Total General Fund Expenditures	2,790,012	3,248,846	2,029,143	86%	14,705,661	19%

General Fund Expenditures by Department - 2026 YTD

Department	2026 YTD Actuals	2026 Full Year Budget	% Expended
Street	\$ 143,761	\$ 719,904	20%
Facilities	308,283	507,639	61%
Fleet	73,390	398,212	18%
Parks	91,990	570,678	16%
Town Council	17,893	138,500	13%
Clerk	53,233	287,415	19%
Finance	179,151	982,336	18%
Human Resources	59,348	247,447	24%
Information Technology	85,972	373,955	23%
Administration	609,299	4,141,345	15%
Court	25,434	142,441	18%
Planning	224,434	1,812,241	12%
Law Enforcement	917,824	4,383,548	21%
Total	\$ 2,790,012	\$ 14,705,661	19%

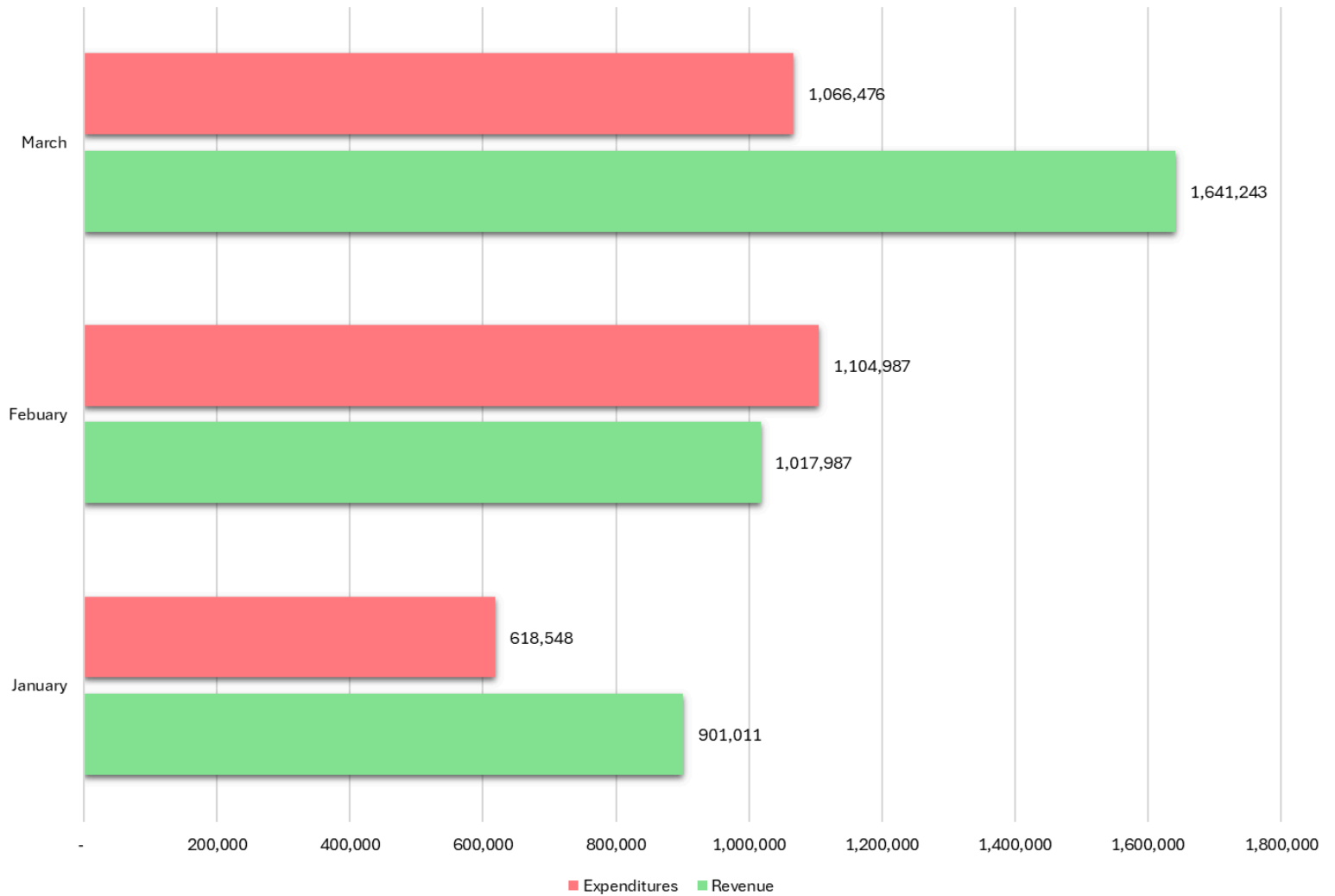
Facilities is at 61% in Q1 because of the expenses relating to the reimbursable grant for the Veregy project and \$126,000 will be reimbursed.

General Fund Expenditures by Source - 2026 YTD



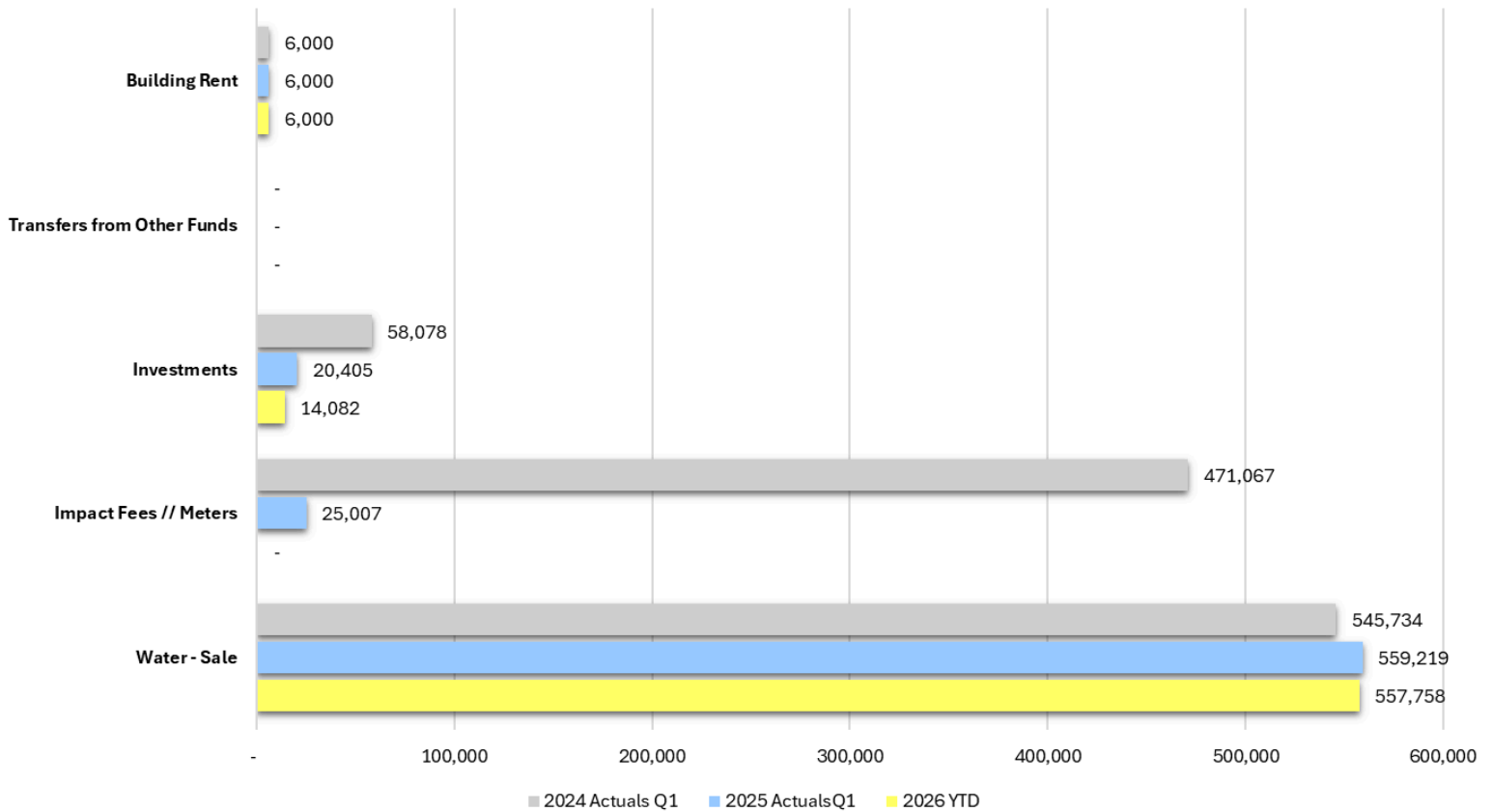
March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Personnel Costs	1,552,849	1,674,717	914,657	93%	7,684,896	20%
Operations	1,219,970	888,989	288,972	137%	6,723,199	18%
Debt Service	-	-	-	-	71,000	-
Other	17,194	176,983	89,864	10%	170,000	10%
Capital Expenditures	-	588,912	735,650	0%	56,566	0%
Total Expenditures	2,790,012	3,329,602	2,029,143	84%	14,705,661	19%

General Fund Revenues and Expenditures by Month



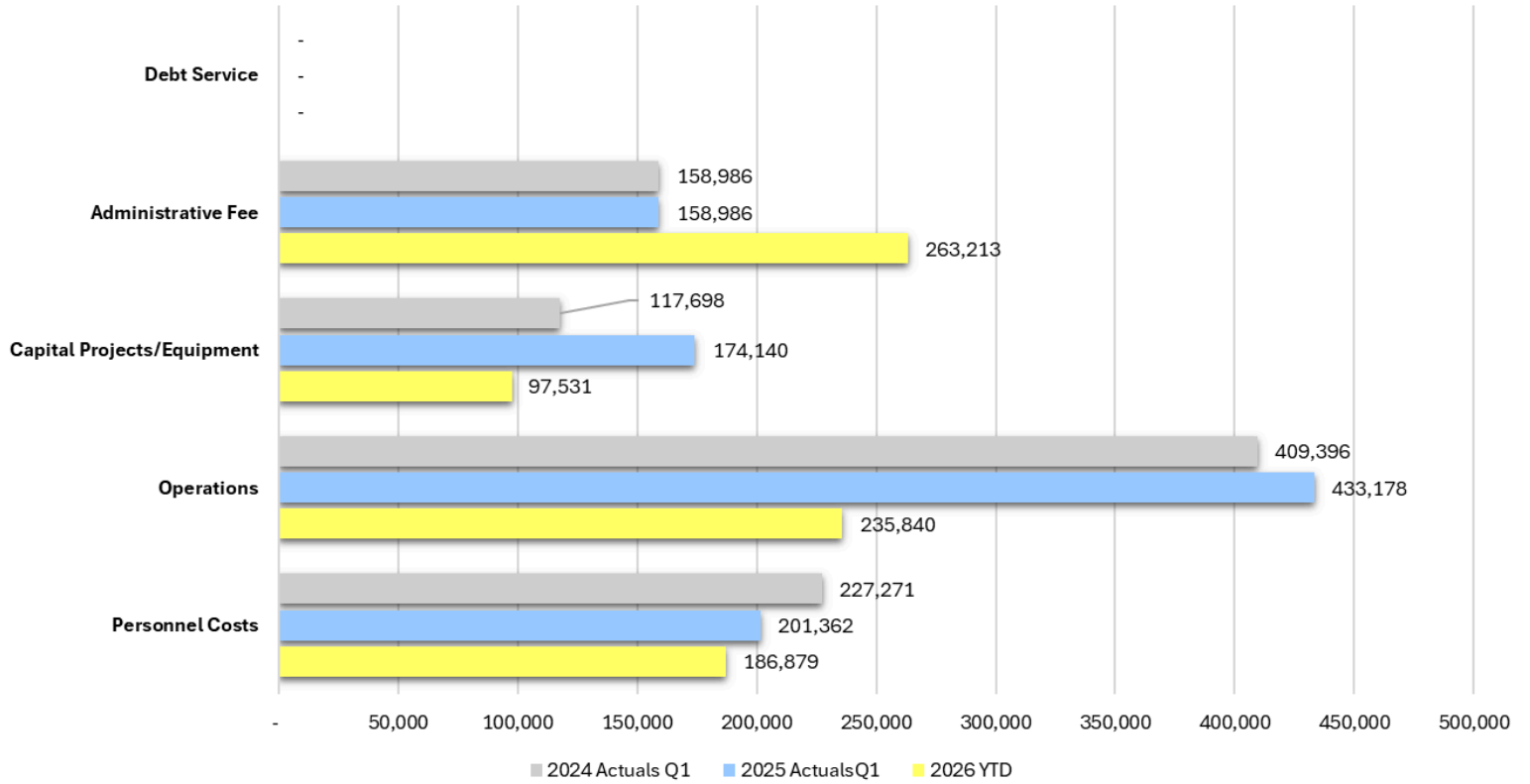
General Fund Revenues and Expenditures by Month				
Month	Beginning Balance	Revenue	Expenditures	Ending Balance
January	\$ 6,491,768	\$ 901,011	\$ 618,548	\$ 6,774,231
February	6,774,231	1,017,987	1,104,987	6,687,230
March	6,687,230	1,641,243	1,066,476	7,261,997
Total	6,491,768	3,560,241	2,790,012	7,261,997
Tabor			\$ 325,000	
Ending Fund Balance				6,936,997.33

Water Enterprise Revenue by Source - 2026 YTD



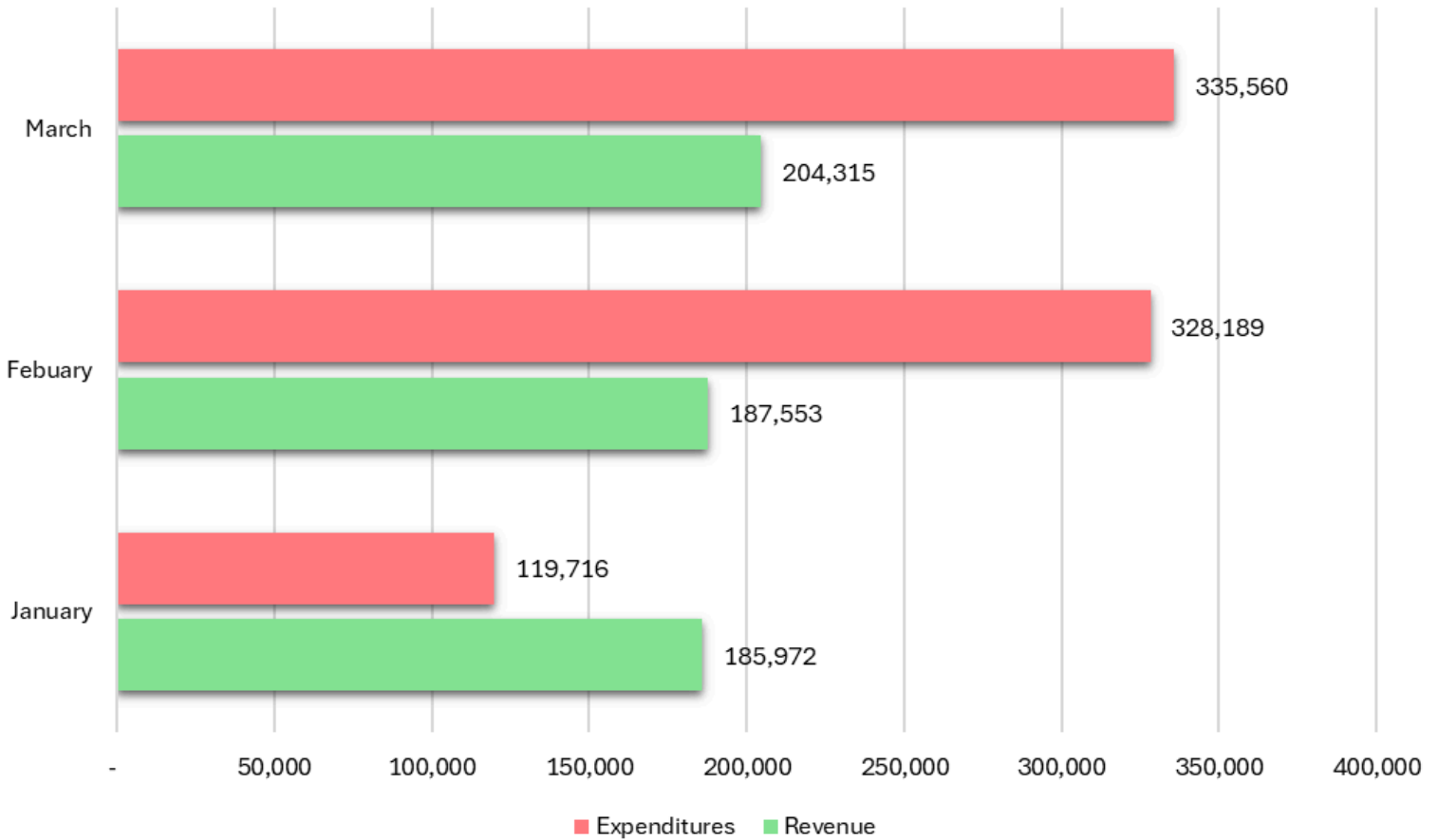
March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Water - Residential	371,401	360,795	337,932	103%	1,366,000	27%
Water - Commercial	148,755	151,074	175,955	98%	1,080,000	14%
Water - Bulk Sales	17,374	22,490	8,488	77%	71,000	24%
Water - Outside Town	17,515	18,316	18,102	96%	75,000	23%
Late Fees	2,713	6,543	5,257	41%	25,000	11%
Sales Tax	-	-	70,717	0%	-	-
Investment Income	14,082	20,405	58,078	69%	100,000	14%
Impact Fees	-	23,080	392,360	0%	515,000	0%
Meters	-	1,927	7,990	0%	51,000	0%
Grant Revenue	-	-	-	0%	-	-
259 Building Rent	6,000	6,000	6,000	100%	-	-
Transfer from Other Funds	-	-	-	0%	1,272,000	0%
Total Revenue	577,840	610,631	1,080,879	95%	4,555,000	13%

Water Enterprise Expenditures by Source - 2026 YTD



March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Personnel Costs	186,879	201,362	227,271	93%	841,171	22%
Operations	235,840	433,178	409,396	54%	1,869,142	13%
Contingency	-	-	-	-	-	-
Capital Projects/Equipment	97,531	174,140	117,698	56%	1,894,000	5%
Administrative Fee	263,213	158,986	158,986	166%	1,052,854	25%
Debt Service	-	-	-	0%	1,272,000	0%
Total Expenditures	783,464	967,666	913,351	81%	6,929,167	11%

Water Enterprise Revenues and Expenditures by Month

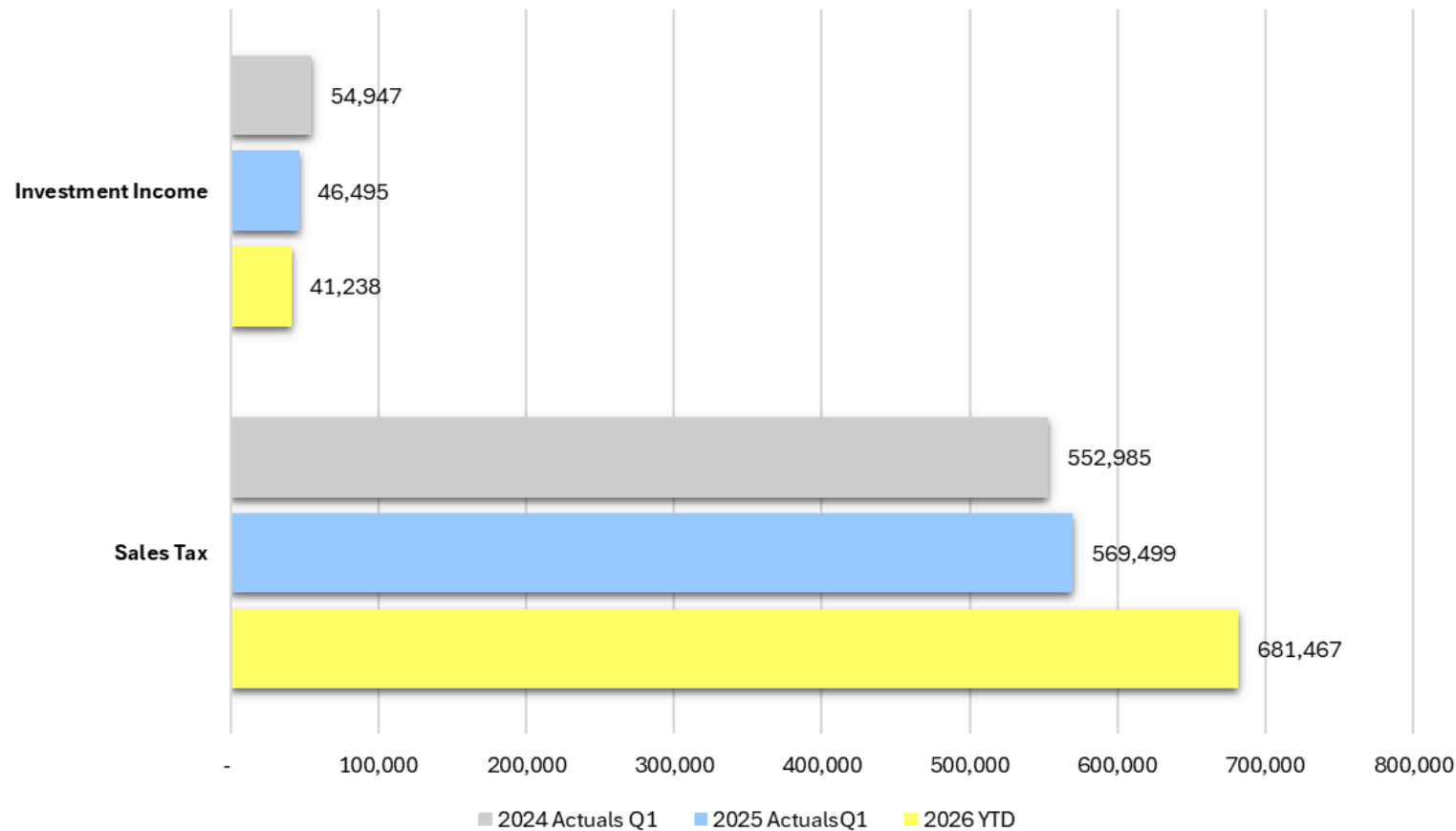


Water Enterprise Fund Revenues and Expenditures by Month

Month	Beginning Balance	Revenue	Expenditures	Ending Balance
January	\$ 20,731,162	\$ 185,972	\$ 119,716	\$ 20,797,419
February	20,797,419	187,553	328,189	20,656,783
March	20,656,783	204,315	335,560	20,525,539
Total	20,731,162	577,840	783,464	20,525,539

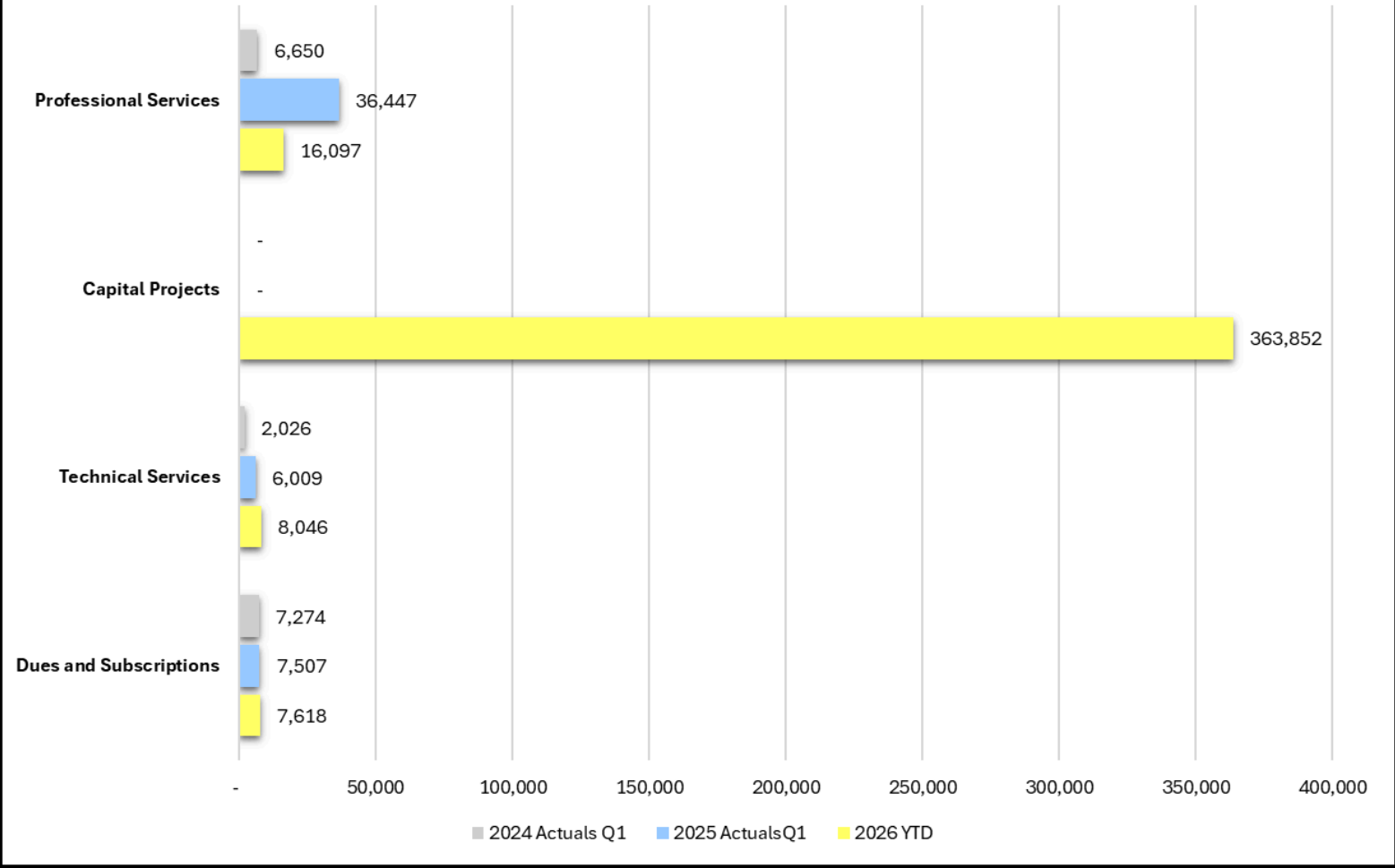
This Beginning Balance is not reflective of the move of the restricted Impact Fee money or audit depreciation entry

2A Water & Infrastructure Revenue by Source - 2026 YTD



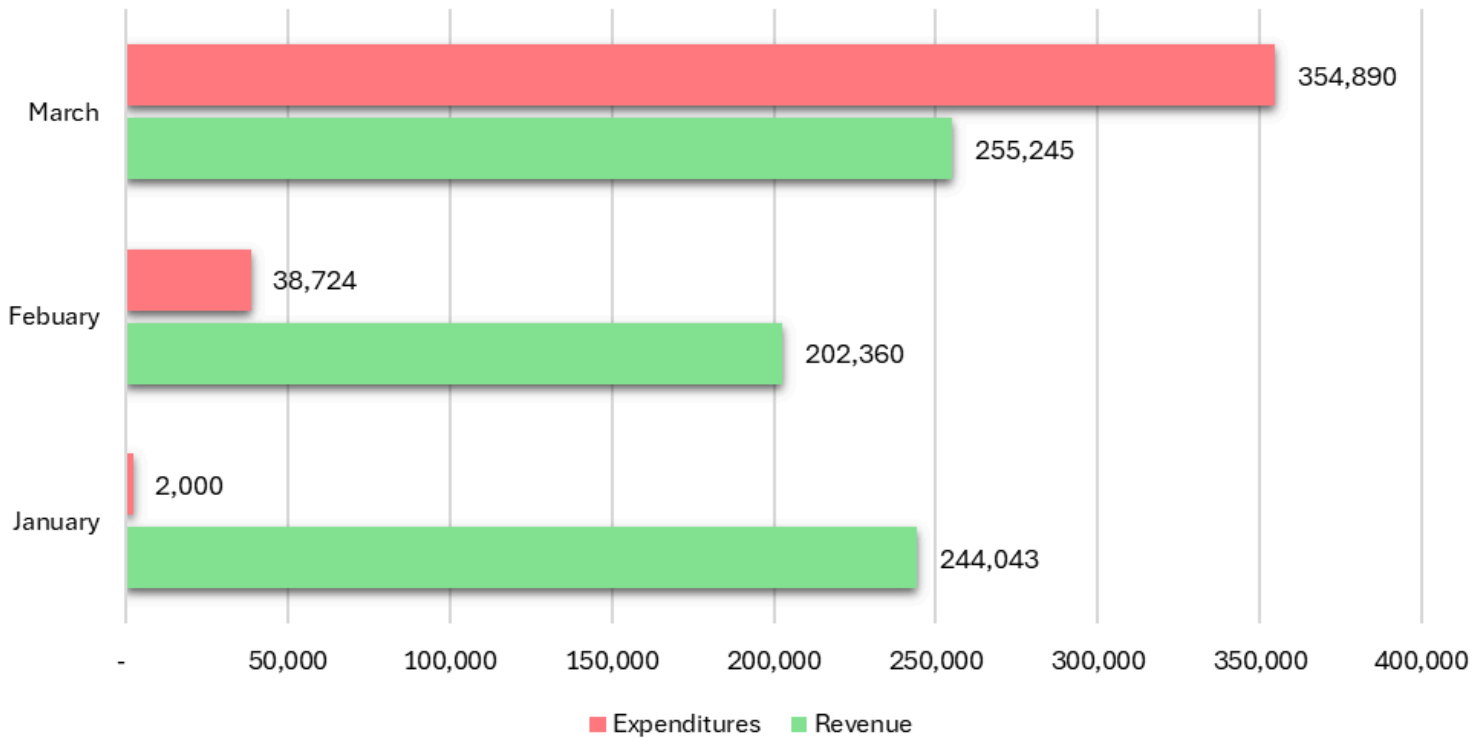
March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Sales Tax	681,467	569,499	552,985	120%	2,750,000	25%
Grant Revenue	-	-	-	-	-	-
Investment Income	41,238	46,495	54,947	89%	100,000	41%
Total Revenue	722,705	615,994	607,931	117%	2,850,000	25%

2A Water & Infrastructure Expenditures by Source - 2026 YTD



March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Dues and Subscriptions	7,618	7,507	7,274	101%	8,750	87%
Technical Services	8,046	6,009	2,026	134%	75,000	11%
Travel, Training, & Meetings	-	-	564	0%	-	-
Water Tank / Wells	-	-	-	0%	-	-
Water Treatement Plant	-	-	-	0%	-	-
Capital Projects	363,852	-	-	0%	7,500,000	-
Loop Water	-	-	-	0%	750,000	-
Professional Services	16,097	36,447	6,650	0%	200,000	8%
259 Beacon Lite Building	-	-	(2,174)	0%	50,000	-
Transfer to Water Fund	-	-	-	0%	1,272,000	0%
Total Expenditures	395,614	49,962	14,341	792%	9,855,750	4%

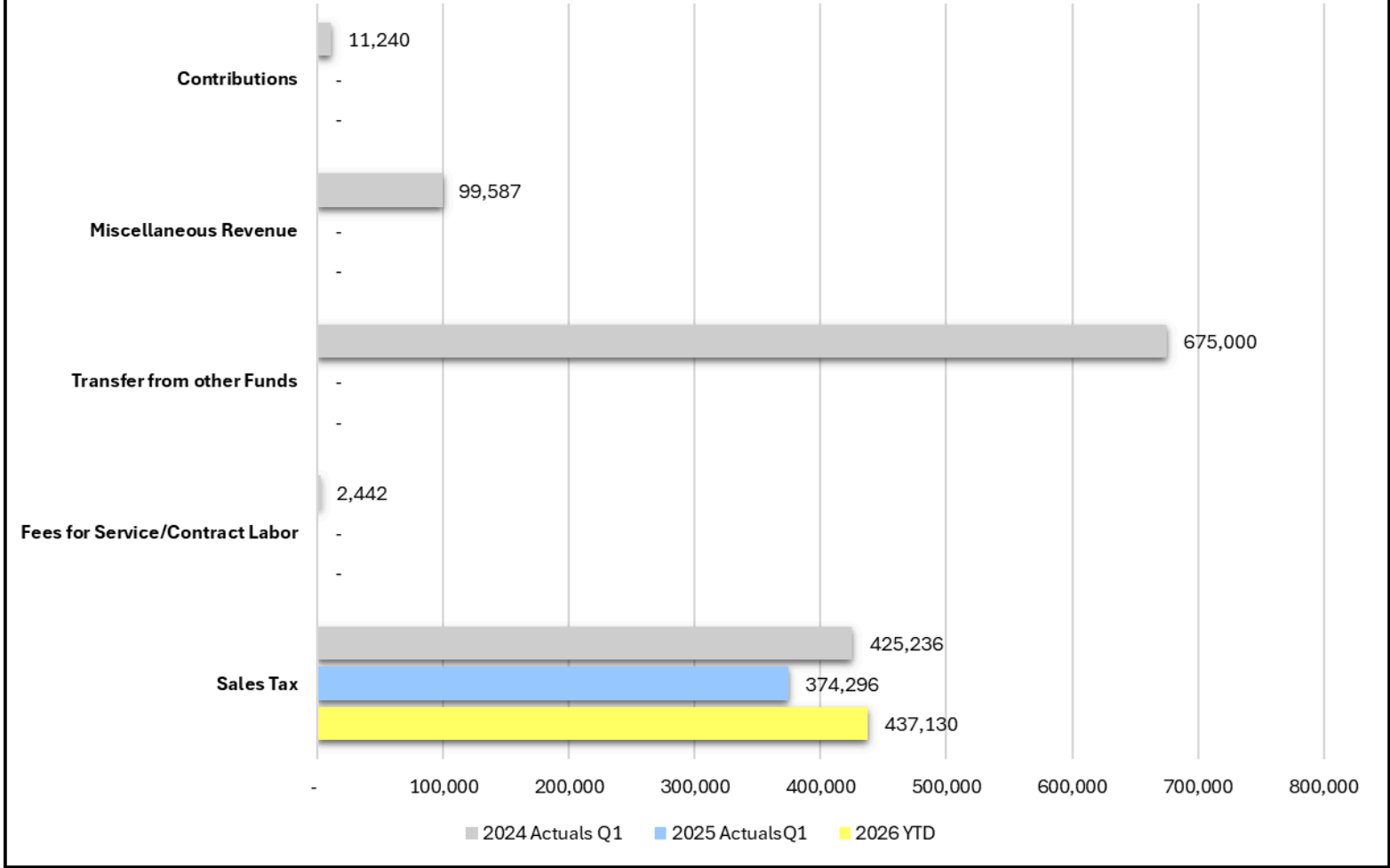
2A Water & Infrastructure Revenues and Expenditures by Month



2A Water & Infrastructure Fund Revenues and Expenditures by Month

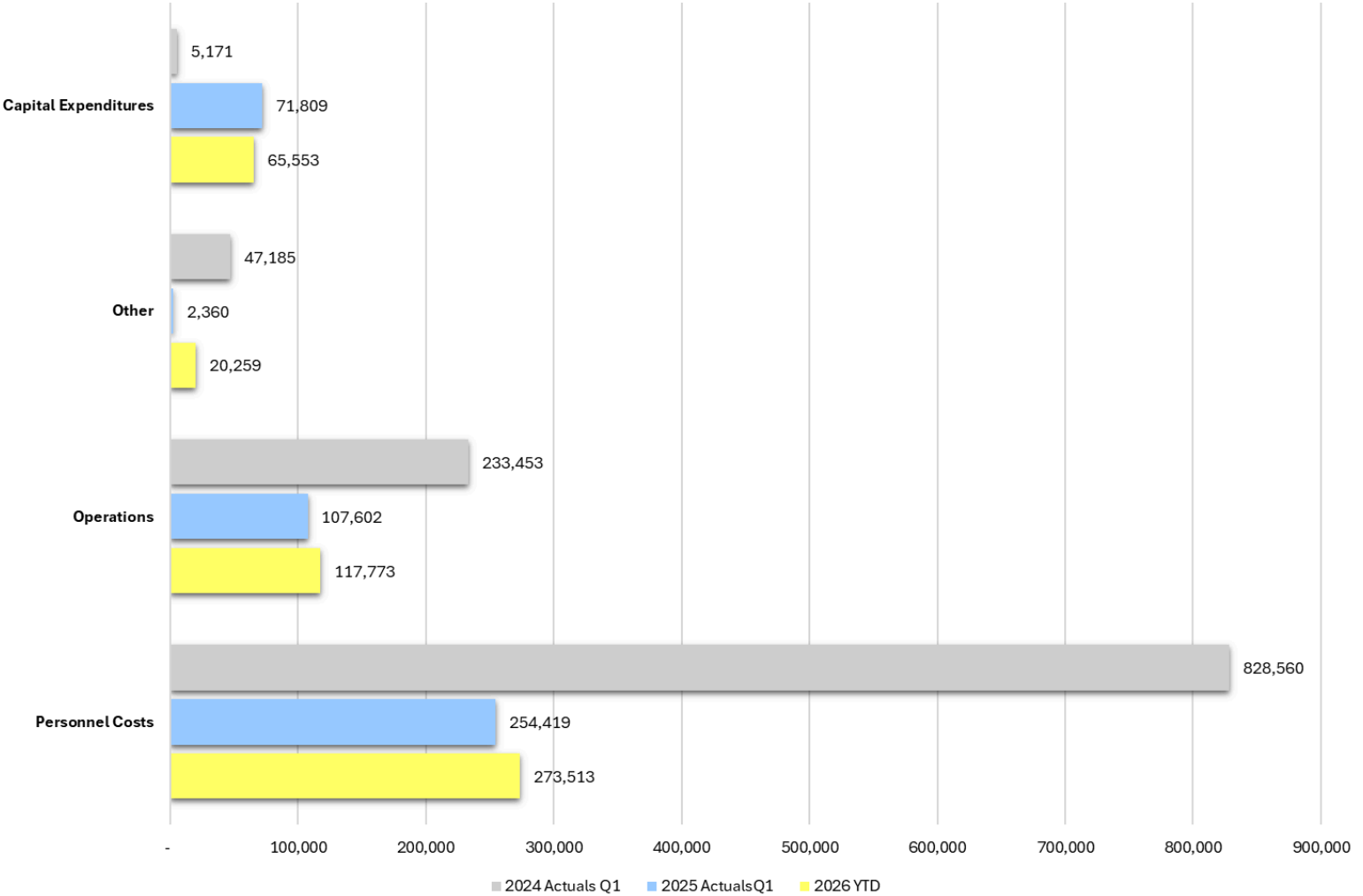
Month	Beginning Balance	Revenue	Expenditures	Ending Balance
January	\$ 8,038,727	\$ 244,043	\$ 2,000	\$ 8,280,770
February	8,280,770	202,360	38,724	\$ 8,444,407
March	8,444,407	255,245	354,890	\$ 8,344,761
Total	\$ 8,038,727	\$ 701,648	\$ 395,614	\$ 8,344,761

2F Public Safety Revenue by Source - 2026 YTD



March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Sales Tax	437,130	374,296	425,236	117%	1,880,000	23%
Interest Income	-	-	-	0%	-	-
Fees for Service/Contract Labor	-	-	2,442	0%	-	-
Transfer from other Funds	-	-	675,000	0%	-	-
Miscellaneous Revenue	-	-	99,587	0%	-	-
Contributions	-	-	11,240	0%	-	-
Net Revenue	437,130	374,296	1,213,506	117%	1,880,000	23%

2F Public Safety Expense by Source - 2026 YTD



March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Personnel Costs	273,513	254,419	828,560	108%	1,166,654	23%
Operations	117,773	107,602	233,453	50%	695,621	17%
Debt Service	-	-	-	-	-	-
Other	20,259	2,360	47,185	858%	276,987	7%
Capital Expenditures	65,553	71,809	5,171	-	40,000	-
Total Expenditures	477,098	436,190	1,114,369	109%	2,179,262	22%

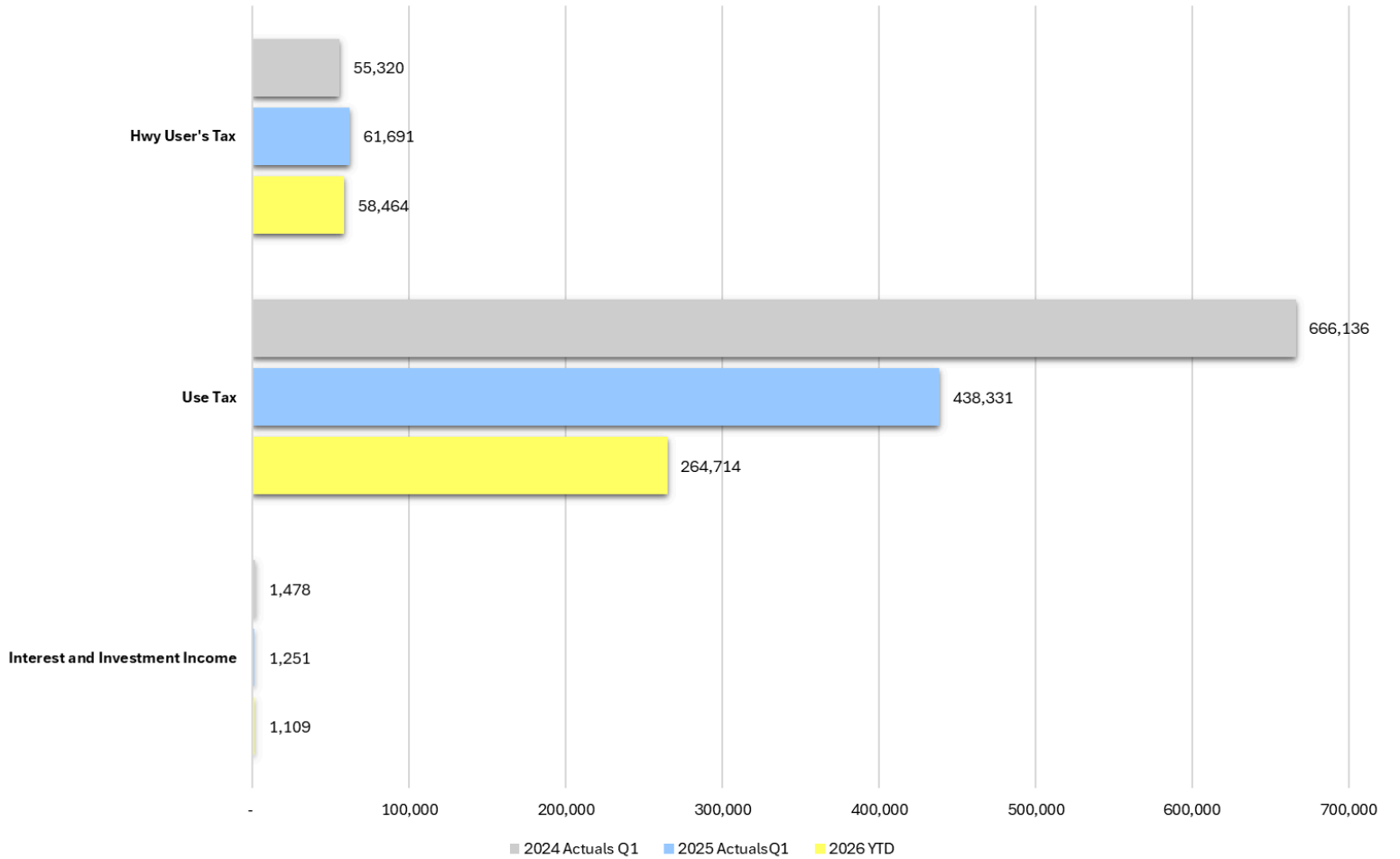
2F Public Safety Revenues and Expenditures by Month



2F Police Safety Fund Revenues and Expenditures by Month

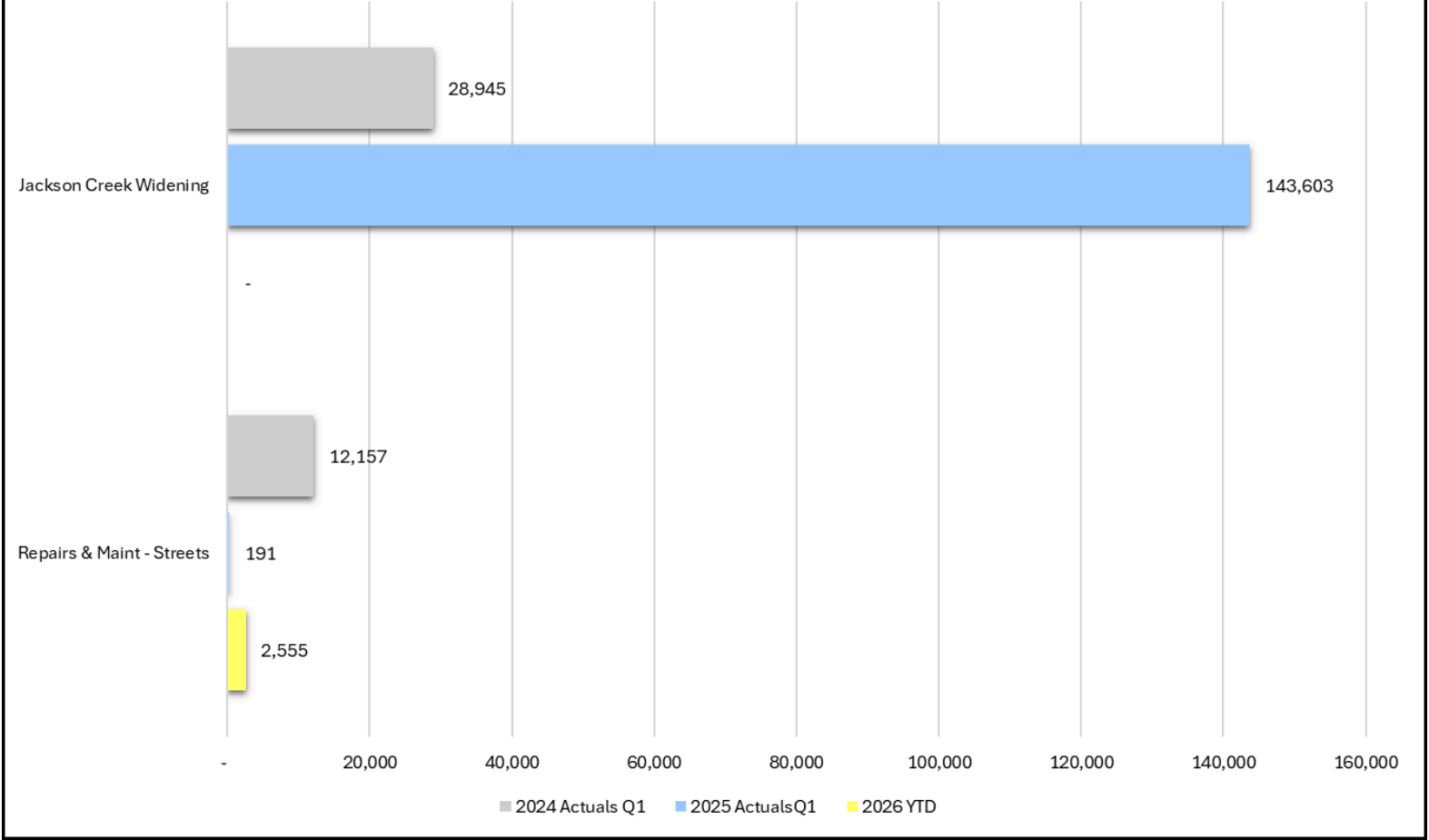
Month	Beginning Balance	Revenue	Expenditures	Ending Balance
January	\$ 723,440	\$ 146,683	\$ 171,042	\$ 699,081
February	699,081	136,552	167,019	668,614
March	668,614	153,895	139,038	683,472
Total	\$ 723,440	\$ 437,130	\$ 477,098	\$ 683,472

Capital Project Fund Revenue by Source - 2026 YTD



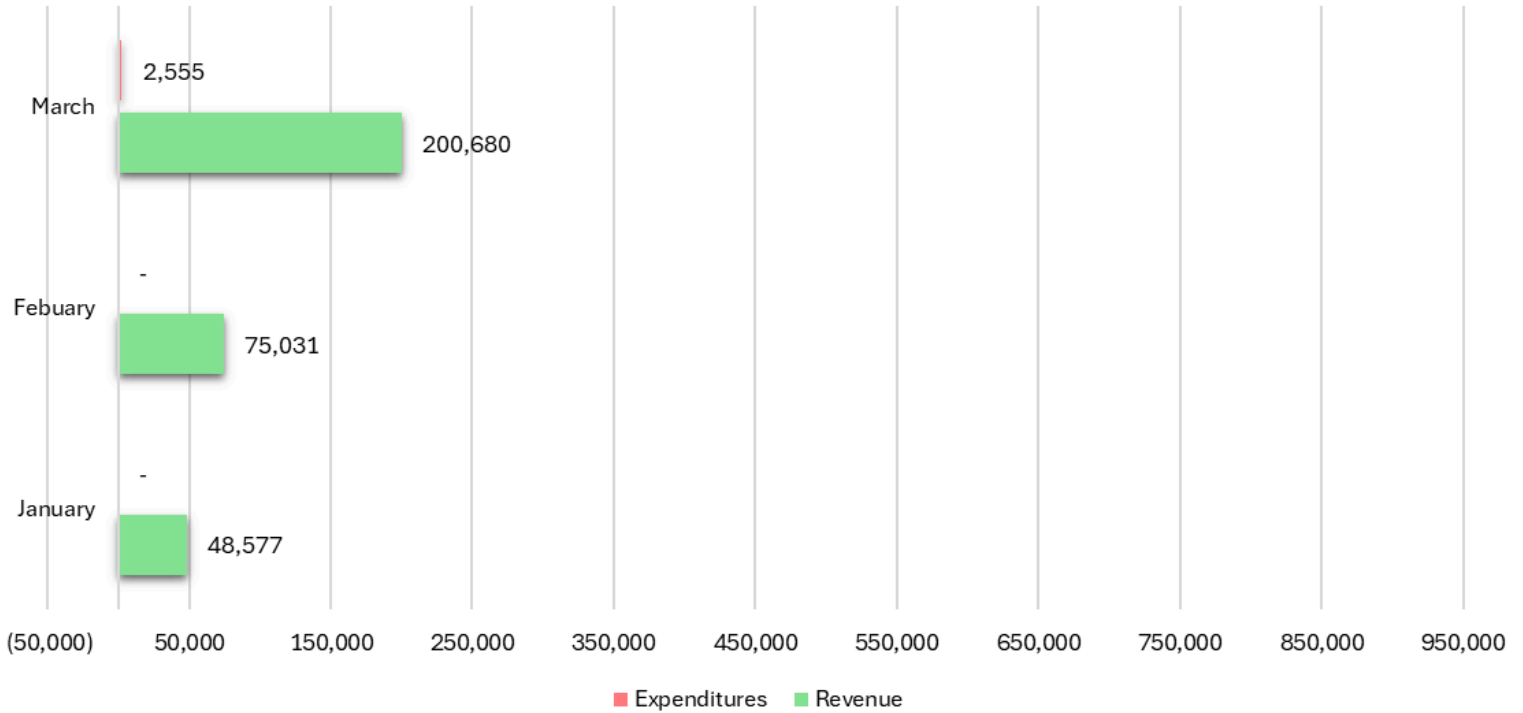
March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Interest and Investment Income	1,109	1,251	1,478	89%	2,000	55%
Use Tax	264,714	438,331	666,136	60%	1,000,000	26%
Hwy User's Tax	58,464	61,691	55,320	95%	380,000	15%
Road & Bridge Tax	-	-	-	0%	45,000	0%
Grant Revenue	-	-	-	0%	-	0%
Total Revenue	324,287	501,273	722,933	65%	1,427,000	23%

Capital Project Fund Expeense by Source - 2026 YTD



March						
	2026 YTD	2025 ActualsQ1	2024 Actuals Q1	2026 Q1 Actuals / 2025 Q1 Actuals	2026 Budget	2026 Actuals / 2026 Budget
Curb, Gutter, & Concrete	-	-	-	0%	500,000	0%
Repairs & Maint - Streets	2,555	191	12,157	1334%	40,000	6%
Asphalt Repairs	-	-	-	0%	500,000	0%
Jackson Creek Widening	-	143,603	28,945	0%	675,775	0%
Total Expenditures	2,555	143,794	41,102	2%	1,715,775	0%

Capital Project Revenues and Expenditures by Month



Capital Projects Revenues and Expenditures by Month

Month	Beginning Balance	Revenue	Expenditures	Ending Balance
January	\$ 8,704,676	48,577	-	\$ 8,753,253
February	8,753,253	77,578	-	\$ 8,830,830
March	8,830,830	198,133	2,555	\$ 9,026,409
Total	\$ 8,704,676	\$ 324,287	\$ 2,555	\$ 9,026,409

Investment Presentation & Overview Quarter 1 2026

Investment Overview Quarter 1, 2026
May 4, 2026



INVESTMENT POLICY

The Town's principal investment objectives are: (Reso 19-2026, March 16th)

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated cash flows.
- Attainment of a market rate of return.
- Diversification to avoid incurring unreasonable market risks.
- Conformance with all applicable Town policies, State statutes and Federal regulations



WELLS FARGO SWEEP

The Town sweeps its operating account each night down to 2.5 M:

Investment income per month:

- January - \$41,054
- February - \$42,433
- March - \$45,831

Total Wells Fargo
Sweep Q1 2026:
\$129,318



FIRST NATIONAL CD's

The Town of Monument has a 1-year auto renewing \$400,000 CD from February 25 – February 26, this renewed at the end of February 2026 and is good through February 2027

Investment income is paid quarterly @ 4.75%.

- Q1 payment - \$ 2,288

Total First National CD Q1: 2026 \$2,288



COLORADO TRUST ACCOUNT

Colorado Trust Accounts are made up of money that we have in reserve accounts:

- General Fund Reserve – YTD: _____ \$ 2,556
- Christmas Donation Fund – YTD: _____ \$ 10.35
- Conservation Trust Fund – YTD: _____ \$ 111
- Monument Lake Water Storage Fund – YTD: _____ \$ 7,515
- Water Fund Revenues – YTD: _____ \$ 6,479
- Traffic Impact Fees – YTD: _____ \$1,241



COLORADO TRUST ACCOUNT CONTINUED

- Community Development –YTD: _____ \$ 140
- Storm Drainage Fees –YTD: _____ \$ 143
- 2A Water ASD Fund –YTD: _____ \$ 14,121
- Development Surety Bonds Payable –YTD: _____ \$ 1,311
- Capital Project Fund –YTD : _____ \$ 1,109
- American Rescue Plan Funds: _____ \$ 3,865

Total Colorado Trust Interest Income Q1 2026: \$81,346



BOK FINANCIAL

Principal Assets or Cash
Equivalents - \$13,988

- January – 151
- February - \$46
- March - \$ 41

**Total BOK Financial Q1 2026:
\$ 238**



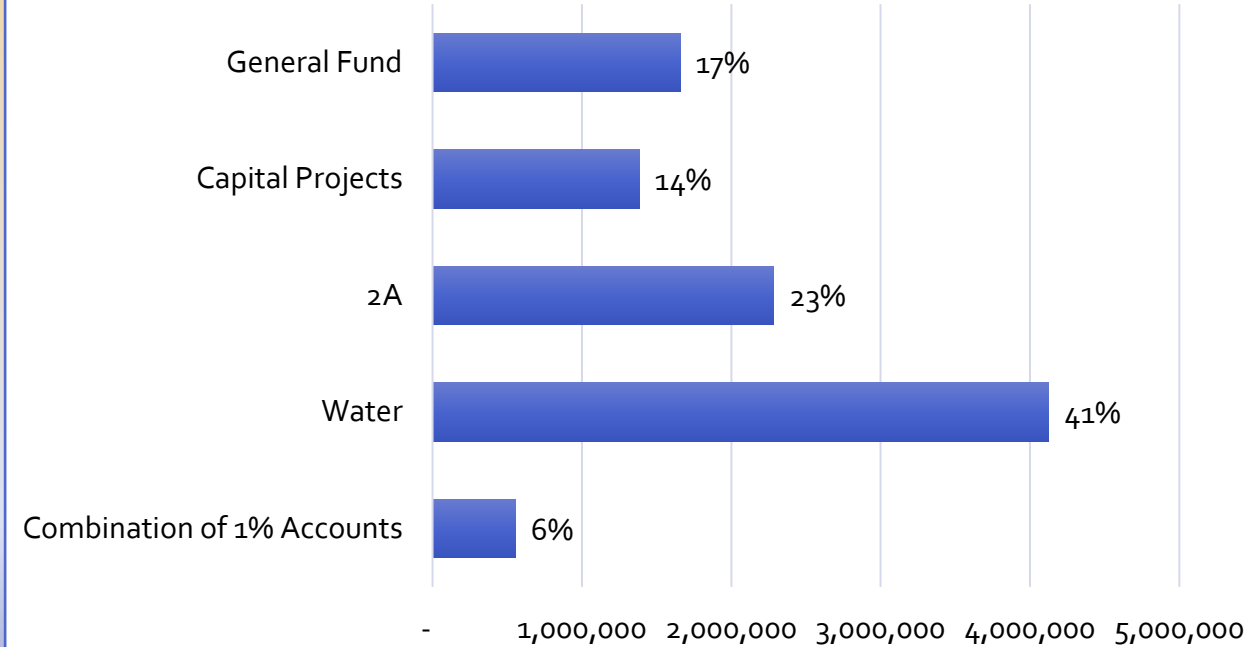


PIPER SANDLER

Treasury Security Holdings with Piper Sandler:

05/15/2026	\$2,485,090
08/15/2026	\$2,832,000
11/30/2026	\$2,935,000
05/03/2029	<u>\$2,853,000</u>
Total	\$11,105,090

Allocation of Piper Sandler Investments



Total Revenue Q4 2025: \$128,321



QUARTER 4 - 2025 INVESTMENT INCOME

Piper Sandler January – December 2025: \$ 128,321

Wells Fargo Sweep January – December 2025: \$ 129,318

First National January – December 2025: \$ 2,288

Colorado Trust Interest Income January – December 2025: \$ 81,346

BOK Financial January – December 2025: \$ 238

Total - \$ 341,511



QUESTIONS?



Sales Tax Self Collect Q1 2026 update

2026 Sales tax
May 04, 2026



SALES TAX NUMBERS

	2026
January	\$ 1,022,168
February	\$ 954,042
March	\$ 1,077,267
	\$3,053,477

Q1 Sales Tax Allocation	
2F Police Fund	\$ 436,211.00
2A Water and Infrastructure Fund	\$ 681,467.00
General Fund	\$ 1,362,934.00
TriView Metro District	\$ 572,865.00
	\$ 3,053,477



SALES TAX NUMBERS

(3 YEAR COMPARISON)

	2024	2025	2026
January	\$ 960,348	\$ 689,350	\$ 1,022,168
February	\$ 902,036	\$ 845,848	\$ 954,042
March	\$ 1,015,863	\$ 1,084,871	\$ 1,077,267
	\$ 2,878,247	\$2,620,069	\$3,053,477



SALES TAX NUMBERS (TOP 10 BUSINESSES)

Q1 2024	Q1 2025	Q1 2026
\$ 359,739.00	\$ 332,729.02	\$ 337,844.38
\$ 254,383.00	\$ 252,369.06	\$ 289,208.42
\$ 196,508.00	\$ 232,249.21	\$ 248,089.53
\$ 108,658.00	\$ 82,736.89	\$ 85,176.12
\$ 51,579.00	\$ 52,448.98	\$ 52,045.21
\$ 60,005.00	\$ 35,831.17	\$ 65,343.23
\$ 46,059.00	\$ 50,740.63	\$ 55,534.53
\$ 37,931.00	\$ 37,051.03	\$ 37,465.94
\$ 40,704.00	\$ 45,491.86	\$ 48,855.15
\$ 21,749.00	\$ 33,751.23	\$ 32,554.34
\$1,177,315.00	\$1,155,399.08	\$1,252,116.85
% of QUARTER SALES		
41%	44%	41%



BUSINESS INTERACTION

We currently have 2 payment agreements in place for delinquent accounts

We have begun Use Tax audits and have issued 4 requests to audit

