



MONUMENT TOWN COUNCIL REGULAR MEETING AGENDA

MONDAY, JULY 20, 2026 – 6:30 PM

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

[Participate Via Microsoft Teams](#)

Participate Via Telephone: 719-300-6099 ID 770 384 77#

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

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

3. Approval of the Consent Agenda:

- a. Agenda - July 20, 2026
- b. Meeting Minutes - July 6, 2026
- c. Resolution No. 50-2026 - A Resolution Adopting the 2026 Roadway and Pavement Design Criteria Manual - *(Dan Ungerleider/Andrew Archuleta)*
- d. Resolution No. 51-2026 - A Resolution Amending the Town of Monument Strategic Plan by Extending the Timeframe Associated With Strategic Priority FHS 9 From June 2026 to January 2027 - *(Laura Hogan)*
- e. Resolution No. 52-2026 - A Resolution Calling for the November 3, 2026, Town of Monument Regular Election to Be Conducted as a Coordinated Election; Appointing the Town Clerk as the Designated Election Official; and Authorizing the Town Clerk to Enter Into an Intergovernmental Agreement With the El Paso County Clerk and Recorder for Conducting the Election - *(Laura Hogan)*
- f. Resolution No. 53-2026 - A Resolution Appointing a Member of the Planning Commission - *(Dan Ungerleider)*
- g. Resolution No. 54-2026 - A Resolution to Appoint Members to Represent the Town of Monument to the Loop Water Authority - *(Madeline VanDenHoek)*
- h. Resolution No. 55-2026 - A Resolution Approving and Authorizing the Town Manager to Sign a Water Lease With Allison Valley Development Company, LLC - *(Madeline VanDenHoek)*
- i. Quarterly Investment Report - *(Steve Murray)*

4. 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.*

5. Presentations:

- a. 2025 Audit Report - *(Jennifer Phillips)*

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

- a. Ordinance No. 18-2026 - An Ordinance Authorizing a Moratorium on the Acceptance or Processing of Certain Permit Applications and Land Development Applications Where a Data Center is Included as a Proposed Principal or Accessory Use - *(Dan Ungerleider)*
- b. Ordinance No. 13-2026 - An Ordinance Adding Section 12.28.125 to the Monument Municipal Code Requiring Parking Permits at Monument Lake - *(Town Attorney)*

7. Resolutions:

- a. Resolution No. 33-2026 - A Resolution Requiring Parking Permits at Monument Lake, Establishing the Parking Permit Area, Fees, and Fines - *(Town Attorney)*
- b. Resolution No. 45-2026 - A Resolution to Approve Heart of Monument Playpark Contract - *(Andrew Archuleta)*
- c. Resolution No. 46-2026 - A Resolution to Approve Heart of Monument Parking Lot Contract - *(Andrew Archuleta)*

8. Future Agenda Item Authorization:

9. Reports:

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

10. Council Comments:

11. Executive Sessions:

- a. Executive Session Pursuant to C.R.S. § 24-6-402(4)(f) For Discussion of a Personnel Matter Involving the Performance Evaluation of the Town Manager, Who Has Been Notified of the Executive Session and Has Consented To It
- b. Executive Session Pursuant to C.R.S. § 24-6-402(4)(b) for the Purposes of Receiving Legal Advice From the Town's Legal Counsel Regarding Town Water System Planning and Strategy in Light of Continuing Developments and Considerations
- c. Executive Session Pursuant to C.R.S. § 24-6-402(4)(b) and C.R.S. § 24-6-402(4)(e) for Purposes of Receiving Legal Advice From the Town's Legal Counsel and for Purposes of Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators Regarding Potential Legal Claims and Consideration of a Former Employee's Recent Correspondence

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

13. Adjournment:

**MONUMENT TOWN COUNCIL
MEETING MINUTES**

Monday, July 6, 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 Pro Tem Steve King called the regular meeting of the Monument Town Council and led those assembled in the Pledge of Allegiance. Proper notice of the meeting was posted for more than 24 hours in the designated posting locations. The following Councilmembers and staff were present for the meeting:

TOWN COUNCIL		TOWN STAFF	
PRESENT:		Madeline VanDenHoek, Town Manager	
Mayor Pro Tem Steve King		Ashley Hernandez-Schlagel, Town	
Councilmember Sana Abbott		Attorney	
Councilmember Marco Fiorito		Laura Hogan, Director of	
Councilmember Kenneth Kimple		Administration/Deputy Town Clerk	
Councilmember Laura Kronick		Will Williams, Director of IT	
Councilmember Chad Smith		Patrick Regan, Police Chief	
		Mitch Mihalko, Police Lieutenant	
		Andrew Archuleta, Assistant Director of	
		Public Works	
		Jennifer Phillips, Director of Finance	
		Laurie Young, Senior Accountant	
		Dan Ungerleider, Director of Planning	
		Jenna Gorney, Senior Planner	
ATTENDED REMOTELY:			
ABSENT WITH PRIOR NOTICE: Mayor Mitch LaKind			
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 disclosures of interest were received.

3. Approval of the Consent Agenda:

a. Agenda - July 6, 2026

b. Meeting Minutes - June 15, 2026

c. Invoices Over \$25K

Councilmember Laura Kronick made a motion to approve the consent agenda as

presented, the motion was seconded by Councilmember Chad Smith. Roll call vote was taken, and the motion passed 5 to 0. *(Councilmember Sana Abbott was not yet present at the time of this vote.)*

4. 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.*

Terri Hayes thanked the Town for the successful 4th of July event.

5. Introductions:

VanDenHoek introduced Judge John Ciccolella who has been our municipal judge for years. Ciccolella made brief remarks about his philosophy on court and stated he appreciates the opportunity to continue to serve in this capacity.

VanDenHoek introduced Jason Hahn, Executive Director of the Loop Water Authority.

6. Recognition:

a. Milestone Anniversaries

VanDenHoek recognized Town employees with five-year work anniversaries in 2026: Shawn Farnham with the Public Works Department, and Officer Dukes Chase with the Police Department.

7. Presentations:

a. 2026-2028 Strategic Plan Progress Report

VanDenHoek provided a mid-year progress report on the Council's strategic objectives. Council discussed the at-risk status of Strategic Objective FHS #9 and potential amendment of the deadline. Councilmember Laura Kronick suggested a January 2027 deadline. Councilmember Kenneth Kimple expressed concerns with extending the timeline, citing increasing costs associated with executive sessions, study sessions, and meetings. Council agreed the item would be discussed further during discussion items. Town Manager VanDenHoek reported that staff considers the strategic objectives an effective management tool. Mayor Pro Tem Steve King expressed appreciation for the strategic planning process.

b. Water Rates Study - *(Jennifer Phillips)*

Phillips presented additional information regarding the water rate study and reviewed three rate structure options. Phillips explained the impacts of each option on customer rates and recommended Option 2, outlining the rationale for the recommendation. Councilmember Marco Fiorito asked about the differences in rate impacts among user categories between Options 1 and 2. Phillips explained that the rate structures were designed to achieve a targeted revenue amount but could be adjusted based on Council direction. Councilmember Chad Smith inquired about water usage data for customers using less than 3,000

gallons and expressed support for Option 2. Mayor Pro Tem Steve King discussed the anticipated effects of water-efficient appliances and landscaping regulations on future water usage. Phillips stated that the proposed rate adjustments would provide additional time but would not fully resolve long-term system needs. Council reached consensus supporting Option 2.

8. Discussion Items:

a. Loop Water Authority Member Agency Invoice

VanDenHoek discussed the Loop Water Authority invoice and requested Council direction regarding payment of the invoice and the related strategic objective. Mayor Pro Tem Steve King provided background information on the Loop Water Authority project. Loop Water Authority representative Jason Hahn reviewed the project status, explained the purpose of the invoice, and discussed efforts to advance the project to the 60% design stage. Councilmember Chad Smith inquired about the likelihood of reaching the 60% design milestone by year-end, and Hahn expressed confidence that substantial progress could be achieved. Mayor Pro Tem Steve King and Hahn discussed regional water supply considerations, project viability, and the potential for future participation by additional agencies. Councilmember Sana Abbott asked what action was needed from Council. VanDenHoek stated Council needed to provide direction regarding payment of the invoice and potentially amending the associated strategic priority. Councilmember Marco Fiorito expressed interest in further evaluating alternative water supply options, including costs, impacts to ratepayers, and potential thresholds at which the project may no longer be financially feasible. Mayor Pro Tem Steve King stated his primary concern was the impact on customer water bills and reiterated the importance of pursuing a regional solution to the community's water needs. Councilmember Laura Kronick suggested evaluating the costs and impacts associated with each available option. Councilmember Chad Smith noted the Town's prior investment in the project and stated that paying the invoice would allow additional information to be gathered before making a long-term decision. Councilmember Kenneth Kimple expressed concern regarding continued delays and encouraged consideration of alternative solutions that may better serve the Town's interests. Hahn stated that a cost-benefit analysis of the Loop project and alternative options would be provided to member agencies and noted that public outreach efforts were underway. VanDenHoek advised that Council could act by approving or declining payment of the invoice. Councilmember Marco Fiorito stated his preference for Council to make a decision on the project within the next six months. Council provided direction to pay the invoice and to bring forward amendments to the strategic plan to extend the deadline for strategic objective FHS #9 to January of 2027.

9. Ordinances:

- a. Ordinance No. 15-2026 - An Ordinance Granting Approval of the Falcon Commerce Center Phase 2 Preliminary PUD Major Amendment Located in the

South 43 Acres of Falcon Commerce Center Known As Area D

Gorney presented Ordinance No. 15-2026. Councilmember Kenneth Kimple expressed concerns regarding compatibility of the proposed development with nearby U.S. Air Force Academy flight operations. Councilmember Chad Smith asked whether conservation easement opportunities and related acquisition programs had been discussed with the U.S. Air Force Academy. Mayor Pro Tem Steve King raised concerns regarding the project's single access point, residential density, and emergency access considerations. Gorney reviewed the Fire Chief's analysis and explained that the Fire Department was comfortable with the proposed access configuration. Andrea Barlow of NES presented the project details and responded to comments received from the U.S. Air Force Academy during the review process. Councilmember Marco Fiorito asked about prior discussions regarding land use compatibility and conservation easements. Barlow stated that additional buffering had been discussed but that no conservation easement had been proposed by the Academy. Councilmember Chad Smith noted that conservation easements may warrant further discussion. Barlow explained that buffering was provided on the eastern portion of the property and that any conservation easement would require a willing seller. Councilmembers expressed concerns regarding the project's proximity to the U.S. Air Force Academy, including potential impacts from aircraft operations, future runway use, noise, safety, emergency access, stormwater management, and notification of future property owners. Councilmember Laura Kronick questioned potential liability and public safety concerns associated with access to Academy property. Councilmember Sana Abbott expressed concerns regarding the proximity of the development to flight operations. Barlow stated that signage, fencing, buffering, deed notifications, and plat notices would be used to address potential impacts and that applicable Department of Defense protections are based on current land use conditions. Mayor Pro Tem Steve King stated that many of Council's concerns centered on issues raised by the U.S. Air Force Academy and expressed a desire for further discussion with Academy representatives before proceeding. Ungerleider advised that Academy representatives had indicated they may not provide additional correspondence beyond their submitted comments but stated that staff would continue efforts to facilitate discussions. Ungerleider also noted that the Fire Chief had approved the access plan and that the Town Engineer concluded the proposal would improve watershed conditions. Barlow responded to concerns regarding a two-mile buffer, stating that such buffers are not commonly applied at other military installations and that the proposed residential use would result in less impervious surface than other permitted land uses. Mayor Pro Tem Steve King opened the public hearing. Keith Klaehn, the Chairman of the Colorado Defense Alliance (CODA), addressed Council and stated that the concerns raised by the U.S. Air Force Academy appeared legitimate and that Council should give weight to the Academy's written comments. Mayor Pro Tem Steve King closed the public hearing. Councilmember Chad Smith moved to continue Ordinance No. 15-2026 to the August 3, 2026, meeting to allow additional discussions among Town staff, U.S. Air Force Academy representatives, and Councilmembers Kenneth Kimple and Chad

Smith. Councilmember Sana Abbott seconded the motion. The motion passed 6-0 by roll call vote.

b. Ordinance No. 16-2026 - An Ordinance Granting Approval of the Santa Fe Meadows Final Planned Unit Development Located in the South 43 Acres of Falcon Commerce Center Known As Area D

Mayor Pro Tem Steve King opened the public hearing. Councilmember Chad Smith made a motion to continue ordinance no. 16-2026 to the August 3, 2026 meeting. The motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 6 to 0.

c. Ordinance No. 17-2026 - An Ordinance Amending Title 18 Land Development Code Section 18.03.340 Relating To Accessory Uses and Structures

Gorney presented Ordinance No. 17-2026 as included in the packet. Mayor Pro Tem King opened the public hearing. No comments were received. Mayor Pro Tem Steve King closed the public hearing. Councilmember Marco Fiorito made a motion to approve ordinance no. 17-2026 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 6 to 0.

10. Resolutions:

a. Resolution No. 44-2026 - A Resolution for the Town Council to Approve the Purchase of Shadow Systems Handguns and Required Accessories for Monument Police Department Officers' On-Duty Use

Regan presented resolution no. 44-2026 as included in the packet. Councilmember Laura Kronick made a motion to approve resolution no. 44-2026 and the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 6 to 0.

b. Resolution No. 47-2026 - A Resolution Authorizing a New Tap to be Installed to Two (2) Out of District Commercial Buildings

Phillips discussed a request to provide Town water service to property located outside the Town limits on behalf of the property owner. Councilmember Chad Smith stated that the request presented to Council in January 2023 referenced water service for a mobile home park as a health and safety matter and did not disclose proposed commercial buildings. Smith questioned the water demand associated with the commercial uses and expressed concern that Council had not been provided complete information when the request was originally considered. Councilmember Sana Abbott questioned why the applicant was not present to address Council's concerns. Phillips recommended that Council not approve the resolution at this time and instead direct staff to meet with the property owner for additional discussion. Mayor Pro Tem Steve King stated his understanding that the property owner may have previously relied on a private water system and was now seeking Town water service for commercial buildings. No action was taken on resolution no. 47-2026.

c. Resolution No. 48-2026 - A Resolution Authorizing Change Order No. 1 To Contract With RD Mill Abatement For Asbestos Removal and Demolition

Phillips presented resolution no. 48-2026 as included in the packet.
Councilmember Laura Kronick made a motion to approve resolution no. 48-2026 and the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 6 to 0.

d. Resolution No. 49-2026 - A Resolution Authorizing Appointment of Presiding Municipal Judge and Approval of Professional Services Agreement

Phillips presented resolution no. 49-2026 as included in the packet.
Councilmember Sana Abbott made a motion to approve resolution no. 49-2026 and the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 6 to 0.

11. Future Agenda Item Authorization:

No items were discussed.

12. Council Comments:

Councilmember Marco Fiorito recognized Town staff, the Kiwanis Club, and the Monument Police Department for their efforts in hosting a successful Fourth of July celebration.

Councilmember Sana Abbott commented on the success of the Fourth of July parade and expressed appreciation for the event.

Mayor Pro Tem Steve King suggested that Councilmembers Kenneth Kimple and Laura Kronick participate in the upcoming candidate information session, noting that as the only seated Councilmembers not up for reelection, their participation would reduce the risk of potential Fair Campaign Practice Act violations.

13. Executive Sessions:

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

Councilmember Sana Abbott made a motion to enter into executive session pursuant to §24-6-402(4)(b), C.R.S. for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions regarding pending legal projects and to adjourn the regular meeting at the conclusion of the executive session. The motion was seconded by Councilmember Kronick. Roll call vote was taken and the motion passed 6 to 0. The Council entered executive session at 10:45pm.

14. Adjournment:

Town Council adjourned the regular meeting at the conclusion of the executive session at 11:10 pm.

Respectfully Submitted,

Laura Hogan, Deputy Town Clerk

draft



MEMORANDUM

TO: Mayor LaKind and Councilmembers
Madeline VanDenHoek, Town Manager

FROM: Taylor Goertz, Town Engineer
Dan Ungerleider, AICP, Director of Planning
Andrew Archuleta, Assistant Public Works Director

DATE: July 20, 2026

SUBJECT: Resolution No. 50-2026, A Resolution Adopting the 2026 Roadway and Pavement Design Criteria Manual

OVERVIEW.

On May 5, 2026, Town Council was presented with the *draft* 2026 Roadway and Pavement Design Criteria (RDC) manual. The draft RDC manual provides a long-overdue, comprehensive update to the Town's 2010 *Roadway Design and Technical Criteria Manual* [[link](#)] and will serve as a critical tool for guiding safe, efficient, and sustainable transportation infrastructure.

The 2026 RDC represents a comprehensive modernization of the Town's roadway engineering criteria and administrative procedures. The manual establishes clear, consistent, and technically sound standards for the planning, design, construction, and maintenance of public transportation infrastructure, while supporting the Town's long-term growth, safety, and operational objectives. At the conclusion of the May 5 presentation, Town Council directed Staff to solicit review and comments from the general public and the development community.

STAKEHOLDER PROCESS.

The stakeholder review process was highly productive. The Town received more than 100 substantive comments from a broad range of stakeholders, including Councilmembers, the Home Builders Association, local developers, and Town staff. The comments reflected strong technical expertise and careful consideration of both engineering practice and the development review process. Rather than prompting a wholesale revision of the draft, the feedback primarily clarified existing requirements, expanded administrative procedures, improved cross-references, added objective engineering criteria, and refined numerous standard details. Significant improvements include:

- **Administrative procedures and permitting:** Expanded guidance for permitting, construction administration, insurance, bonding, warranties, and related administrative requirements.

- **Engineering judgment and design exceptions:** Clarified when professional engineering judgment applies and how design exceptions are requested, evaluated, and documented.
- **Record drawings and electronic deliverables:** Strengthened as-built documentation requirements and clarified standards for electronic submittals.
- **Private streets and site circulation:** Clarified the distinction between private streets and parking lot circulation to improve consistency during review and implementation.
- **Access management:** Added clearer criteria for intersection spacing, driveway spacing, corner clearance, and related access controls.
- **Utility coordination and maintenance:** Expanded provisions addressing utility coordination, maintenance responsibilities, and cost-sharing expectations.
- **Street lighting:** Modernized standards to incorporate Dark Sky principles, LED technology, and current industry practices.
- **Standard Details:** Revised numerous Standard Details to align with the updated design criteria and improve consistency across the manual.

Comprehensive Comment Disposition Reports have been prepared to document the review process, including each comment received, the Town's response, and the related revisions incorporated into the final document. These reports are on file in the Town Planning Department. Nearly all substantive comments led to direct revisions or clarifications, resulting in stronger, clearer, and more comprehensive engineering standards that will serve the Town well into the future.

The 2026 update marks a significant step forward for the Town's roadway and pavement design criteria by creating a modern, comprehensive engineering manual that reflects current best practices, industry standards, and the Town's long-term vision. Exhibit A summarizes the most notable improvements.

RECOMMENDED ACTION.

A motion to adopt Resolution No. 50-2026, a Resolution Adopting the 2026 Roadway and Pavement Design Criteria Manual.

Attachments:

- By reference, the **2026 Roadway and Pavement Design Criteria Manual** (note that the final document is posted on the [Planning Department webpage](#) and available at by clicking [[2026 Roadway and Pavement Design Criteria Manual | Monument, CO.](#)])

- Resolution No. 50-2026, a Resolution Adopting the **2026 Roadway and Pavement Design Criteria Manual**.

EXHIBIT A

Notable Improvements

Comprehensive Administrative Framework. New procedures for engineering judgment, design exceptions, permit administration, construction sequencing, inspections, warranties, agreements, and record documentation provide significantly greater consistency and predictability throughout the development review process.

Modern Engineering Design Criteria. Roadway geometric design, access management, street lighting, pavement design, multimodal facilities, and transportation infrastructure have been updated to reflect current AASHTO, MUTCD, PROWAG, CDOT, ANSI/IES, and other nationally recognized engineering standards.

Expanded Access Management Program. The Town now has comprehensive standards governing driveway spacing, intersection spacing, corner clearance, shared access, cross access, auxiliary lanes, and access management planning that were previously limited or not addressed.

Improved Multimodal Design Standards. The standards provide substantially-expanded guidance for pedestrians, bicyclists, ADA accessibility, PROWAG compliance, shared-use paths, curb ramps, and complete streets principles.

Modern Street Lighting Standards. Comprehensive criteria have been established for LED lighting, Dark Sky compliance, photometric design, utility coordination, maintenance responsibilities, decorative lighting, and energy efficiency.

Modern Roundabout Standards. Developed a comprehensive roundabout design appendix based on current FHWA, CDOT, and nationally recognized engineering guidance. The new standards establish consistent design criteria for planning, geometric design, multimodal accommodations, operational analysis, design vehicles, and documentation requirements, providing the Town with a modern framework for evaluating and designing roundabouts.

Enhanced Construction Administration. New requirements for construction phasing, haul route agreements, work hours, utility coordination, warranties, maintenance agreements, and electronic record drawings improve project administration and long-term asset management.

Clearer Roles and Responsibilities. Responsibilities of applicants, developers, contractors, utilities, Metropolitan Districts, homeowners' associations, and the Town have been more clearly defined, reducing ambiguity during design, construction, and long-term maintenance.

Improved Technical Consistency. Numerous new design tables, engineering criteria, figures, and Standard Details have been developed or revised to improve consistency between written requirements and construction standards.

Future-Ready Standards. The document has been structured to accommodate future updates to nationally recognized engineering standards while maintaining consistency with the Town's Municipal Code and Land Development Code, allowing engineering criteria to evolve without requiring frequent code amendments.

Improved Transparency and Predictability. Expanded applicability statements, objective engineering criteria, standardized review procedures, and comprehensive technical guidance provide greater certainty for applicants, consultants, contractors, and Town staff throughout the development process.

Improved Standard Details. Significantly increased the number of Standard Details

Collectively, these improvements transform the Town's roadway standards from a primarily technical reference into a comprehensive engineering manual that supports consistent decision-making, improves public safety, enhances the quality of transportation infrastructure, and provides greater predictability for both the development community and Town staff. The result is a modern set of Roadway Design Standards that will better serve the Town of Monument as it continues to grow and invest in its transportation system.

Resolution No. 50-2026 –2026 Roadway and Pavement Design Criteria Manual (RDC)

July 20, 2026

Attachment 1

The **2026 Roadway and Pavement Design Criteria Manual** is posted on the [Planning Department webpage](#) and available at by clicking [[2026 Roadway and Pavement Design Criteria Manual | Monument, CO.](#)]

TOWN OF MONUMENT

RESOLUTION NO. 50-2026

**A RESOLUTION ADOPTING
THE 2026 ROADWAY AND PAVEMENT DESIGN CRITERIA MANUAL**

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 and approved by the electors on November 8, 2022; and

WHEREAS, the Town Council adopted the strategic objective to enable responsible community development by establishing clear and accountable plans, processes, and procedures that create positive conditions for responsible and enduring community development and growth; and

WHEREAS, the Town Public Works and Planning Departments have determined the need to update the Town's current Roadway and Pavement Design Criteria Manual to the changing needs of the Town and new development; and

WHEREAS, on October 20, 2025, the Town Council directed the Public Works Department and Planning Department to work with the Town’s newly appointed Town Engineering to prepare a comprehensive update to the existing Roadway and Pavement Design Criteria Manual; and

WHEREAS, on May 4, 2026, the Town Engineer presented the draft 2026 Roadway Design Standards Manual to the Town Council, the development community the general community to provide comments by May 15, 2026, later extended to June 30, 2026; and

WHEREAS, the 2026 Roadway and Pavement Design Criteria Manual is a comprehensive update of the Town’s roadway engineering criteria and administrative procedures by establishing clear, consistent, and technically sound standards for the planning, design, construction, and maintenance of public transportation infrastructure in support of the Town’s long-term growth, safety, and operational objectives; and

WHEREAS, the Town Council believes it is in the best interest of the Town that the 2026 Roadway and Pavement Design Criteria Manual be adopted as attached hereto and made available through the Town Planning Department and on the Town’s website.

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

Section 1. The 2026 Roadway and Pavement Design Criteria Manual, referenced as Exhibit A, is hereby adopted.

Section 2. A copy of this Resolution shall be attached to each copy of the 2026 Roadway and Pavement Design Criteria Manual and shall serve as attestation that each such copy is a true and correct copy of the Plan as adopted.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026, by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

RESOLUTION NO. 50-2026

EXHIBIT A

2026 Roadway and Pavement Design Criteria Manual

On file in Clerks Office and the Town Planning Department



ROADWAY AND PAVEMENT DESIGN CRITERIA

2026

**TOWN OF MONUMENT
RESOLUTION NO. 51-2026**

**A RESOLUTION AMENDING THE TOWN OF MONUMENT STRATEGIC
PLAN BY EXTENDING THE TIMEFRAME ASSOCIATED WITH
STRATEGIC PRIORITY FHS 9 FROM JUNE 2026 TO JANUARY 2027**

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

WHEREAS, on January 6, 2025, the Town Council (“Council”) adopted a Vision Statement to reflect the shared identity and aspirations of the residents of Monument and directed staff to incorporate the vision statement into the Town's strategic planning process; and

WHEREAS, on May 19, 2025, based on and in direct support of the adopted Vision Statement, Council identified four areas of strategic focus for the Town from 2026-2028, which constitute the Strategic Priorities; and

WHEREAS, Council directed staff to develop for Council approval specific, actionable, and accountable Strategic Objectives to advance and implement the Strategic Priorities; and

WHEREAS, on November 17, 2025, Council adopted a list of Strategic Objectives, in direct support of the adopted Strategic Priorities to be accomplished between 2026 and 2028; and

WHEREAS, the Town Manager and relevant staff are directed to implement and take appropriate action to accomplish the Strategic Objectives, and report at least twice a year to Town Council on the status of each objective and any recommended changes based on current conditions; and

WHEREAS, on July 6, 2026, the Town Manager presented Council with a 2026-2028 Strategic Plan Progress Report that identified Strategic Objective FHS 9 as being at risk; and

WHEREAS, Council directed staff to amend the 2026-2028 Strategic Plan by adjusting Strategic Objective FHS 9 and extending the completion timeframe to no later than January 2027.

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

Section 1. Adoption. The 2026-2028 Strategic Plan attached hereto as Exhibit A is hereby amended and adopted.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026, by a vote of for and against.

TOWN OF MONUMENT, COLORADO

By: _____
Steve King, Mayor Pro Tem

Attest:

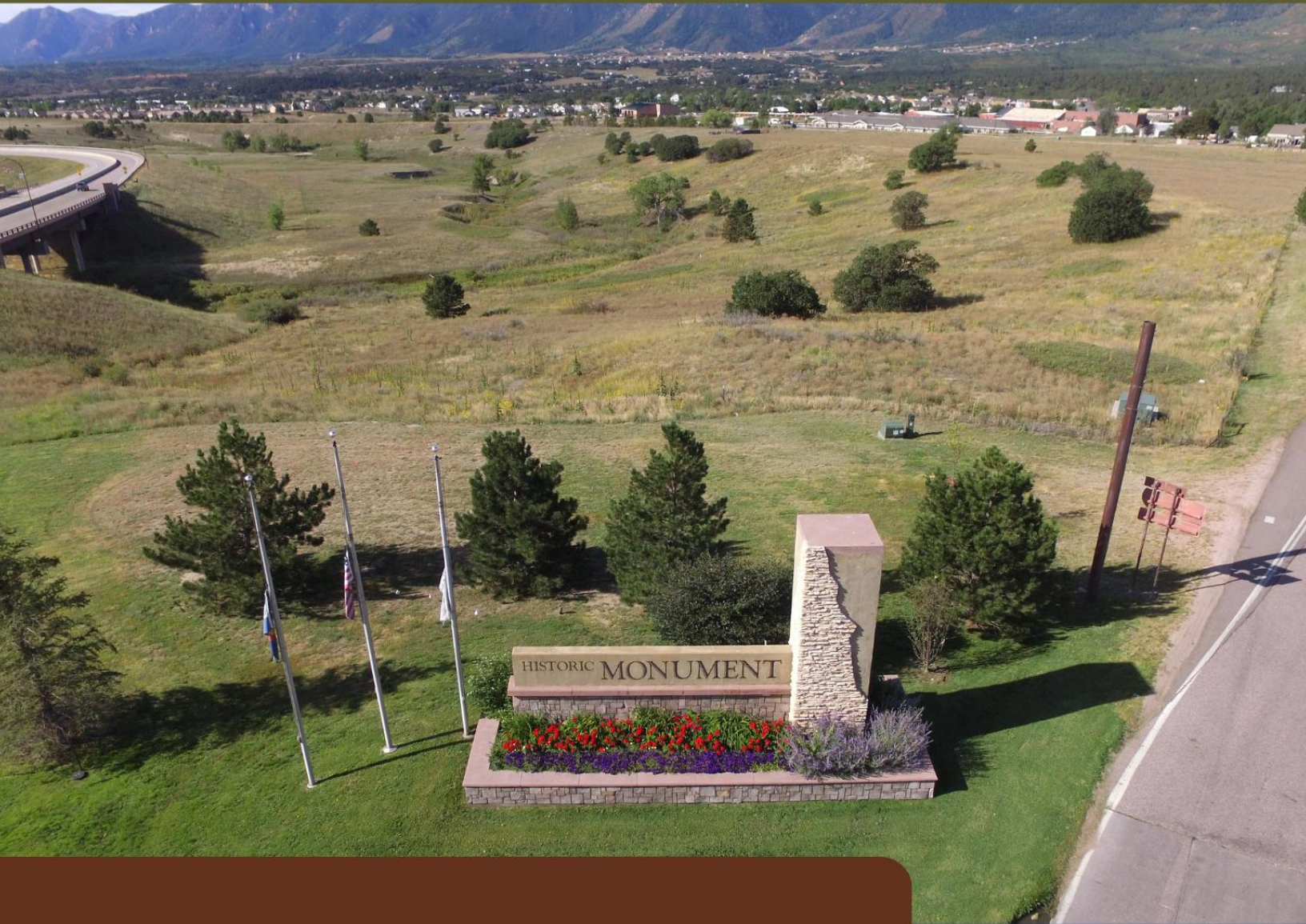
Tina Erickson, Town Clerk

EXHIBIT A – 2026-2028 STRATEGIC PLAN



Strategic Plan

2026 - 2028



Town of Monument

645 Beacon Lite Road
Monument, CO 80132

www.townofmonument.org



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Monument Strategic Plan

The Town of Monument has embraced the need to develop and implement a **simple**, **focused**, and **accountable** strategy to move the town closer to the future it desires.

The Monument Strategic Plan 2026-2028 was developed in close collaboration with the Town Council and town staff, through a series of study sessions and public Council meetings over the past year. This strategic plan consists of three core elements, each formally adopted by a formal resolution of the Town Council:

The Vision Statement: The most important component of the strategy, the Vision Statement defines the community's "essence," or who they are and how they view themselves, and what they aspire to be and do. This is a timeless statement, and only changes when the community no longer views itself in the same way.

Strategic Priorities: Keeping with the principle of focus, the Strategic Priorities share what are the most important priorities to the Town Council to be addressed by the town administration over the next three years (2026-2028), in order to support and achieve the Vision Statement.

Strategic Objectives: These are the "action items," or specific plans, projects or initiatives to be accomplished by the town administration from 2026-2028, in direct support of the Strategic Priorities.

Strategic Plan Approach and Elements



A Three Step Approach:

Town Council adopts a **VISION STATEMENT**, which informs the selection of focused **STRATEGIC PRIORITIES**. Town staff then develop supporting **STRATEGIC OBJECTIVES** to address the priorities and be implemented and accomplished over a three-year period.





Monument Vision Statement

What is the Vision of the Town of Monument, Colorado?

Situated at the gateway to the Pikes Peak region, the Town of Monument stands out as a friendly, close-knit community that offers both a sense of small town charm and access to the conveniences and amenities of modern living. In recent years, the popularity and opportunities available in this area of Colorado, including Monument, have resulted in significant growth and development. Amidst this change, the vision and commitment of the Town of Monument remains steady: **To ensure a safe, welcoming and productive community that empowers individuals and families to prosper together and enjoy the quality lifestyle that they desire.** Forecasting into the future, Monument will remain prepared and capable of balancing responsible growth and development while continually meeting the needs of its residents and preserving its unique small town character all have come to admire and appreciate, including protecting the inspiring natural surroundings which the community values and respects.

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

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





Strategic Priorities 2026-2028

Acknowledging the Vision Statement, these are the highest priorities of the Town of Monument for the next three years:

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

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

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

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





Strategic Objectives 2026-2028

These are the specific “action items” that the Town of Monument will implement over the next three years to directly support the four strategic priorities selected by the Town Council.

All objectives are directly linked to the strategic priority they support:

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

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

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

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

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

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

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

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





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

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

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

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

SUPPORTED PRIORITY: STRENGTHEN COMMUNITY ENGAGEMENT (SCE):

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

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

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

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

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

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





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

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

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

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

SUPPORTED PRIORITY: ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT (ERD):

ERD 1: No later than January 2026 and continuing monthly through 2028, the Public Works Department will implement an updated Development Inspection Program.

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

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

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

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

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





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

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

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

- Water breaks
- Snow removal
- Street patching

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

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

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

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

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

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

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





Strategic Plan

Accountability Measures

A strategic plan is only valuable if those who adopted it hold themselves accountable for its implementation. Over the next three years, the Town of Monument Administration will routinely provide updates to Town Council and the public on the progress they are making in implementing the 2026-2028 Town of Monument Strategic Plan.

Strategic Plan Implementation

The Monument Town Manager will do the following things to facilitate accountability to the 2026-2028 Strategic Plan:

- Routinely track the status of each strategic objective in the plan
- Provide at least bi-annual presentations to Town Council and the public on the implementation and progress of each strategic objective
- Make recommendations and provide options regarding any changes or amendments to the strategic plan
- Ensure that presentations or other helpful products showing progress on the plan are made available on the Town of Monument website or are provided to the public upon request

An important note: This strategic plan is flexible, and can be amended as needed to address current conditions or emerging needs in the community. To maintain accountability, any changes to the plan will be presented at a public meeting and will be considered and approved by action of the Monument Town Council.



**TOWN OF MONUMENT
RESOLUTION NO. 52-2026**

**A RESOLUTION CALLING FOR THE NOVEMBER 3, 2026, TOWN OF MONUMENT
REGULAR ELECTION TO BE CONDUCTED AS A COORDINATED ELECTION;
APPOINTING THE TOWN CLERK AS THE DESIGNATED ELECTION OFFICIAL;
AND AUTHORIZING THE TOWN CLERK TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE EL PASO COUNTY CLERK
AND RECORDER FOR CONDUCTING THE ELECTION**

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 ("Charter") approved by the electors on November 8, 2022; and

WHEREAS, the members of the Town Council are elected at regular municipal elections held on the first Tuesday following the first Monday of November in each even-numbered year in accordance with the Charter, and pursuant to Colorado Revised Statutes § 1-7-116, as amended, such election is conducted as a coordinated election with El Paso County, thereby establishing November 3, 2026, as the date of the Town's next regular municipal election ("2026 Election"); and

WHEREAS, pursuant to Colorado Revised Statutes § 1-7-116(2), as amended, and the rules of the Colorado Secretary of State, the El Paso County Clerk and Recorder ("County Clerk") and the Town are required to enter into an intergovernmental agreement ("Election IGA") to administer their respective duties to conduct the 2026 Election, including, if necessary, mailing of notice required by Article X, Section 20 of the Colorado Constitution ("TABOR"); and

WHEREAS, the Town wishes to appoint a Designated Election Official to conduct the 2026 Election in accordance with the provisions of the Election IGA, the Charter, the Town Municipal Code, the Colorado Municipal Election Code of 1965, and TABOR (jointly, the "Election Laws"), and to act as primary liaison and have primary responsibilities for all 2026 Election procedures handled by the Town in coordination with the County Clerk.

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

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

Section 2. Call for Election. The 2026 Election of the registered voters of the Town shall be held on November 3, 2026, pursuant to and in accordance with the Election Laws.

Section 3. Designated Election Official. The Town Council hereby appoints the Town Clerk as the Designated Election Official for the conduct of any election on behalf of the Town. The Town Clerk is hereby authorized and directed to proceed with any action necessary or

appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws, including entering into the Election IGA with the County Clerk for the conduct of the election.

Section 4. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 5. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July, 2026, by a vote of ____ for and ____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Steve King, Mayor Pro Tem

Attest:

Tina Erickson, Town Clerk



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

FROM: Dan Ungerleider, Director of Planning

DATE: July 20, 2026

SUBJECT: Resolution No. 53-2026, a Resolution appointing Christy Smith to serve as a regular member of the Town of Monument Planning Commission

BACKGROUND: The Town of Monument Planning Commission is to consist of seven (7) regular members and two (2) alternate members, the terms of which are staggered. Alternate members are utilized to ensure a quorum at each meeting and are appointed to serve as regular members in the absence of one or two regular Commissioners. All members are appointed for a two-year term.

As of January 5, 2026, the Town of Monument Planning Commission consists of six (6) regular members and no alternate members. On June 18, 2026, the Planning Department received an application from resident Christy Smith to serve as a regular member of the Planning Commission. Ms. Smith's application is attached for consideration by Town Council.

Early in July, I met with Ms. Smith and was impressed by her commitment to community service and her extensive professional experience, which includes roles with the University of Colorado COS, the National Park Service, and the U.S. Department of Education. Her background and qualifications make her a strong candidate for service on the Planning Commission.

STAFF RECOMMENDATION: Appointment of Christy Smith to serve as a Planning Commission regular member for the remainder of a two-year term effective July 20, 2026, and expiring December 31, 2027.

REQUESTED ACTION: A motion to approve Resolution No. 53-2026, a resolution appointing Christy Smith to serve as a regular member of the Town of Monument Planning Commission for the remainder of a two-year term beginning July 20, 2026, and expiring December 31, 2027.

ATTACHMENTS:

1. Planning Commission Membership Roster – Updated 7/20/2026

July 20, 2026

2. Christy Smith, Planning Commission Member Application dated 6/18/2026
3. Christy Smith, Resume
4. Resolution No. 53-2025 a resolution appointing Christy Smith as a member of the Planning Commission, term ending December 31, 2027

July 20, 2026

Attachment 1

Planning Commission Membership Roster

As of July 20, 2026¹ (updates noted by ■)

Name	Term Expiration	Renewable (y/n)	Current Term
Ray Egley, chair	12/31/2026	Y	3 of 4
Corey Petersen, member	12/31/2027	Y	2 of 4
Martin Trujillo, member	12/31/2026	Y	3 of 4
Donna Hatch, member	12/31/2026	Y	1 of 4
John Parr, member	12/31/2027	Y	2 of 4
Valerie Baumer, member	12/31/2026	Y	1 of 4
■ Christy Smith, member	12/31/2027	Y	1 of 4
Vacant, alternative member			
Vacant, alternative member			

¹Assuming Appointment Approval on July 20, 2026**2.40.020 - Membership—Terms—Term limit—Vacancies.**

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

Vacancies occurring otherwise than through the expiration of term shall be filled for the remainder of the unexpired term by appointment by the Board of Trustees.

(Ord. 27-2007 § 1; Ord. 21-2000 § 1; Ord. 6-97: prior code § 2-10-2)

(Ord. No. 04-2013, § 1, 2-4-2013; Ord. No. 12-2017, § 1, 6-19-17)



TOWN OF MONUMENT
645 BEACON LITE ROAD
MONUMENT, CO 80132

PLANNING DEPARTMENT
Email: planning@tomgov.org
www.townofmonument.org

PLANNING COMMISSION APPLICATION

APPLICANT INFORMATION

Name:	Christy Smith
Address:	17942 Gypsum Canyon Ct., Monument, CO 80132
Email:	[REDACTED]
Phone:	[REDACTED]

MINIMUM REQUIREMENTS

Are you at least 18 years of age?	X Yes ☐ No
Are you a U.S. citizen?	X Yes ☐ No
Have you lived within Monument Town limits for at least one year?	X Yes ☐ No

APPLICANT QUESTIONS

Please describe why you are interested in serving on the Planning Commission.

I am interested in serving on the Planning Commission because I care deeply about Monument. We, my children and I, have lived here since 2015. My children both graduated from Lewis-Palmer High School. This is the longest I have lived anywhere consecutively in my entire lifetime, so I feel a deep connection to this town. I appreciate the challenges of growth and long-term sustainability. I feel that being on this commission will give me insights into town planning. It will also allow me to listen to residents' concerns and help make decisions that reflect our community's priorities. I am motivated by the opportunity to serve our town and help make decisions that benefit our current residents and future generations.

Have you ever served on a civic board, commission, or other similar body? If yes, please identify which one with your role and years served.

I have been a volunteer in many capacities but have never had the opportunity to serve on a civic board or commission. I have volunteered for multiple nonprofit boards including Lowndes County Combined Federal Campaign Board Member (2002-2003), Colorado Springs Rotary Champions Board (2024-2026), and High Esteem Fitness Board (2026).

What are your qualifications for serving on the Planning Commission?

I am an avid learner, have a strong desire to serve my community, and I can see multiple sides to a dilemma and understand the solution may not be one that satisfies everyone. Like many in our area, I have served in the military. I have also been a teacher, production manager, grants manager and now I work in data. I have an eclectic resume, and I feel that helps me bring a variety of perspectives to the position.

What are your goals associated with serving in this capacity?

I love our community and love our "small town feel." I want to do what I can to help balance growth and sustainability. It's a balancing act to preserve the character of our community while helping it to thrive in the future. I want to serve on the Planning Commission and help ensure decisions are made with careful consideration of infrastructure, needs of residents, and supporting our local economy. I have an innate need to be serving in my community and being on this commission will allow me to make a difference in this community that I am fortunate to call home.

Does your schedule allow you to attend regular, special, and work session meetings? Typically, a minimum of a 15-day notice will be given.

Yes.

A resume may be submitted with this application but is not required.

If you are not immediately selected for appointment on the Planning Commission, would you like your application kept on file for future consideration?	☒ Yes ☐ No
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Thank you for your interest in serving your community. Town Staff will be in touch if you are selected for an interview or appointment. All appointments are made by the Town of Monument Town Council.


Signature

6/18/26
Date

Please submit your application to the Town of Monument Planning Department.

Attn: planning
645 Beacon Lite Road
Monument, CO 80132
Or email to
planning@tomgov.org

For Staff Use Only	
Date Application Received:	
Interview:	
BOT Appointment:	
Contacted By:	
Other:	

Christy Smith, M.Ed.
Monument, CO

Development Coordinator, University of Colorado Colorado Springs, 4/2025 to present

- Analyze, compile, and maintain donor and prospect data in the CU Ascend database to support fundraising strategy and informed engagement.
- Create accurate donor briefings and provide high-quality customer service to guide interactions for fundraisers, leadership, and faculty. Uphold the Donor Bill of Rights by maintaining confidentiality and ethical data practices.
- Draft clear, professional donor communications and ensure all information is recorded with precision and aligned with sustainable record-keeping practices.
- Prepare targeted donor and alumni lists for mailings, email campaigns, event invitations, and solicitations.
- Process gifts, support stewardship activities, and assist with quarterly transmittal log audits.
- Complete daily updates, frequent team check-ins and planning in Trello project management system.
- Manage team calendar, PTO tracking, and internal recognition efforts, including developing team data for birthdays and morale support.

Grants Management Specialist, U.S. National Park Service, Remote 01/2025 to 4/2025

- Managed cooperative agreements for the National Park Service. (Resigned prior to RIF.)

Education Program Specialist, U.S. Department of Education, Remote 09/2023 - 01/2025

- As grant manager monitored budgets (totaling over 41 million annually), GPRAs (Government Performance and Results Act), and fostered relationships with 32 discretionary grant project directors and their teams.
- Initiated School Based Mental Health Grantee Professional Learning Communities within states to allow grantees to share information and collaborate as they managed a five-year grant.
- Volunteered to create potential peer review lists and handle communication with potential peer reviewers for two grant competitions. Served as panel manager for both competitions.
- Volunteer discussion leader for periodic cohort onboarding sessions.
- Vice President of ED-VETS employee resource group.

Dean, Discovery Canyon Campus High School, Colorado Springs, Colorado 01/2022 - 09/2023

- Supervised students before, during and after school.
- Counseled students on behaviors and assigned consequences as necessary. Prepared Title IX reports as needed.
- Communicated with parents regarding behavior issues. Supported staff with classroom behavior issues.
- Monitored and provided community service opportunities for students. Sources of Strength Advisor.

Science Teacher, Sproul Junior High, Colorado Springs, Colorado 08/2016-12/2021

- Developed, implemented, and evaluated 7th gr. science and 8th gr. PLTW elective lessons to over 90 students daily.
- Monitored student progress and kept records up to date. Followed IEP and 504 Plans.
- After school program chaperone. District Science Curriculum Committee Member. Sources of Strength Adult Leader.

7th Grade Math Teacher, Monument Academy, Monument, Colorado 08/2015-05/2016

- Developed, implemented and evaluated 7th grade math, Pre-Algebra and Algebra lessons.
- Monitored student progress and ensured all database records were kept up to date. Followed all IEP and 504 Plans.
- Conducted weekly help sessions for students needing extra help.

Department of Labor Workshop Facilitator, Hawaii, 07/2014-05/2015

- Planned, implemented, and delivered a comprehensive, 3-day instructional program consistent with US Department of Labor and US Department of Defense goals for over 600 personnel and spouses transitioning from the military.
- Conducted exploration activities to determine suitable career fields, jobs, and education opportunities.
- Assisted in identifying transferable skill sets to encourage confidence in transitioning service members and spouses.
- Monitored and developed master and targeted resumes for each participant. Conducted mock interview exercises.

High School Biology and Algebra Teacher, Clover Park School District, Washington 2003-2005

- Instructed, encouraged, and managed over 150 students in a block schedule consisting of 90 minute classes.
- Active member of the "advisory" development team creating a program for students to develop their own portfolio.
- Worked on team building activities, portfolio ideas and training staff on becoming mentors for students in their care.

- Taught summer school to incoming freshmen developing study skills and preparing them for high school.

Communications Squadron Secretary, Columbus AFB, Mississippi, 2002-2003

- Served as Squadron Commander's ambassador fielding calls, screening visitors, managing e-mails and calendar.
- Tracked all unit tasks and deadlines, performance reports, award nominations; helped maintain on-time record.
- Volunteered as a VITA representative helping active duty members and their families complete their taxes.

Middle School Science Teacher, Basketball & Tennis Coach, Meridian School District, Idaho 1998-2002

- Skilled in developing lesson plans for special education and special needs students. Followed IEP and 504 Plans.
- Trained, encouraged and evaluated student teacher, later hired to teach science at the school.
- As Builders Club Advisor (sponsored by the Kiwanis Club), developed fundraising and volunteer activities.
- As basketball and head tennis coach, led team members to higher skill levels and an understanding of the importance of good sportsmanship and teamwork.

Frito-Lay Production Manager, Modesto, California 1995-1997

- Led and supervised a 50-person production and packaging team, setting performance standards, tracking labor and ingredient efficiencies, and driving continuous improvement through team-led process changes.
- Built a high-performing, collaborative workforce through coaching, conflict resolution, frequent problem-solving meetings, and people-centered leadership recognized in supervisor performance reviews.
- Improved operational outcomes, including a 67% increase in safety performance through OSHA-focused training.

Flag Secretary, Administrative Officer, Volunteer Coordinator, Oakland, California 1993-1995

- Served as liaison between 11 subordinate ships and Personnel Authority, resolving critical staffing issues.
- Led and supervised a seven-person team ensuring office operations ran smoothly and delivered training programs resulting in a 100% advancement rate.
- Managed 24/7 duty officer scheduling for high-travel staff. Composed speeches and briefs for the Admirals on staff.
- Coordinated large-scale community engagement, including a volunteer tutoring initiative yielding 1,900+ hours with an Oakland elementary and planning activities for 1,500+ participants in a national community service pilot program.

Administrative, MWR, Education Services, and Public Affairs Officers, Navigator, USS Mauna Kea (AE 22), 1991-1993

- Supervised a 16-person department across five specialties, providing counseling on personal, financial, and career matters while overseeing advancement coursework and Navy examinations for 300+ sailors.
- Directed ship navigation and safety during deployment from San Francisco to the Persian Gulf and Australia, preparing all transit plans and briefs to safeguard over 300 personnel and 1,500 tons of ammunition.
- Developed and led crew development and morale programs, resulting in over 25% of the crew earning college credit during deployment and coordinating events, tours, and activities across seven foreign ports.

Education:

- ☐ Masters in Education Administration, University of Idaho
- ☐ Bachelor of Science, University of Utah
- ☐ Secondary Science Teacher Preparation Program, California State University, Stanislaus
- ☐ Nonprofit Management Certificate, University of Colorado Colorado Springs

Volunteer activities: Tennis Coach, Volleyball Coach, Tiger Cub Scout Den Leader, YMCA Basketball Coach, Girl Scout Cookie Mom, OSC Scholarship Chairperson, Lowndes County CFC Board Member, VITA Volunteer, Key Spouse Operational Support Squadron, Tri-Lakes Dynamic Rotary (served as Interclub Liaison, Environmental Committee Director, Community Service Director, and Colorado Springs Rotary Champions Board Member), YMHFA Certified, High Esteem Fitness Board Member

**Town of Monument
Resolution 53-2026**

A RESOLUTION APPOINTING A MEMBER OF THE PLANNING COMMISSION

WHEREAS, pursuant to Section 2.40.020 of the Monument Municipal Code, the Planning Commission shall consist of seven (7) regular members and two (2) alternate members; and

WHEREAS, Planning Commission terms are for two (2) years, required to be staggered, and Commissioners shall serve no more than four (4) consecutive terms; and

WHEREAS, one (1) regular member position and two (2) alternate member positions are vacant; and

WHEREAS, resident Christy Smith has applied and submitted a resume in consideration of her appointment as a regular member of the Planning Commission; and

WHEREAS, if the applicant seeking appointment as regular member is appointed, two (2) alternate member vacancies will remain on the Planning Commission; and

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

Christy Smith is hereby appointed to the position of regular member of the Town of Monument Planning Commission. The term of this appointment shall commence on July 20, 2026, and shall terminate on December 31, 2027, thereby completing the remaining portion of a two-year term.

PASSED AND RESOLVED by the Town of Monument, El Paso County, Colorado, this 20th day of July 2026, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Steve King, Mayor Pro Tem

ATTEST:

Tina Erickson, Town Clerk

TOWN OF MONUMENT

RESOLUTION NO. 54 - 2026

**A RESOLUTION TO APPOINT MEMBERS TO REPRESENT THE TOWN OF
MONUMENT TO THE LOOP WATER AUTHORITY**

WHEREAS, the Town of Monument has been involved with the Loop Water Project since its inception and has been integral to the formation of the Loop Water Authority, and;

WHEREAS, the Town's primary voting members in the Loop Water Authority, appointed by the Town Council, have been Town Manager Madeline VanDenHoek and Public Works Director Tom Tharnish; and

WHEREAS, the Town's alternate voting member has been Water Manager Jon Rigaud; and

WHEREAS, Public Works Director Tom Tharnish is no longer an employee of the Town; and

WHEREAS, Town staff has determined that the designated personnel should be Town Manager Madeline VanDenHoek and Water Manager Jon Rigaud as primary members, and Finance Director/Interim Public Works Director Jennifer Phillips as the alternate voting member.

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

The Town Council hereby appoints Town Manager, Madeline VanDenHoek and Water Manager, Jon Rigaud as the primary members of the Loop Water Authority representing the Town of Monument in all business related to the Loop Water Authority. The Town Council hereby appoints the Finance Director/Interim Public Works Director, Jennifer Phillips, as the alternate member of the Loop Water Authority representing the Town of Monument in all business related to the Loop Water Authority when the primary members are not available.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Steve King, Mayor Pro Tem

ATTEST:

Tina Erickson, Town Clerk

TOWN OF MONUMENT
RESOLUTION NO. 55-2026

**A RESOLUTION APPROVING AND AUTHORIZING THE TOWN MANAGER TO
SIGN A WATER LEASE WITH ALLISON VALLEY DEVELOPMENT COMPANY,
LLC**

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, pursuant to Charter § 1.3(6) and C.R.S. § 31-15-101(1)(c), the Town is authorized to make and enter into contracts; and

WHEREAS, the Town has reusable effluent from the Tri-Lakes water treatment plant in excess of the water needed to satisfy the Town’s daily augmentation requirements and the Town desires to lease that excess reusable effluent to Allison Valley Development Company, LLC (“Lessee”) for the sole purpose of a one-time filling of Lessee’s five reservoirs; and

WHEREAS, the Town is willing to lease to Lessee such excess reusable effluent the Town is not currently using, subject to the terms and conditions set forth in a Water Lease Agreement (the “Water Lease”); and

WHEREAS, the Town Council finds and determines that approving the Water Lease and authorizing its execution are in the best interests of the Town; and

WHEREAS, the Town Council desires to approve the Water Lease in substantially the form presented to the Council and to authorize the Town Manager to execute the Water Lease, with such minor revisions as the Town Attorney may approve, not materially inconsistent with this Resolution.

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

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

Section 2. Approval to Adopt. The Water Lease Agreement between the Town and Lessee is hereby adopted as set forth in **Exhibit A**, and incorporated herein by this reference.

Section 3. Authorization. The Town Manager, Madeline VanDenHoek, is authorized to execute on behalf of the Town the Water Lease.

Section 4. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 5. Severability. If any portion of this Resolution or the application hereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026 by a vote of ___ for and ___ against.

TOWN OF MONUMENT, COLORADO

By: _____
Steve King, Mayor Pro Tem

Attest:

Tina Erickson, Town Clerk

Exhibit A

**Water Lease Agreement between
the Town of Monument and Allison Valley Development Company, LLC**

WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT (“Lease”) is executed this ____ day of July, 2026 (the “Effective Date”), by and between Allison Valley Development Company, LLC, a Colorado limited liability company whose address is 422 E. Vermijo Avenue, Suite 100, Colorado Springs, CO 80903 (“Allison Valley”), and the Town of Monument, a home rule municipal corporation, whose mailing address is 645 Beacon Lite Road, Monument, CO 80132 (“Monument”). Allison Valley and Monument are sometimes referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Allison Valley is a real estate developer and an owner and/or operator of five reservoirs located in El Paso County, Colorado, known as Pond 1, Pond 2, Lake Anne, Pond 5, and Pond 6; and

WHEREAS, on May 15, 2026, Allison Valley was named in a lawsuit titled *The People of the State of Colorado, ex rel. Jason Ullmann, and Rahcel Zancanella v. Allison Valley Development Company, LLC and One La Plata, LLC*, Case No. 26CW3025 (the “Complaint”); and

WHEREAS, pursuant to matters described therein and attached as exhibits to the Complaint, Allison Valley seeks to lease certain water rights from Monument to legally fill its five reservoirs on Black Squirrel Creek located in Sections 17, 18 and 20 of T.12 S, R.66W of the 6th P.M. in El Paso County as further described in said Complaint, and to reach an agreement with the State of Colorado related to such matters; and

WHEREAS Monument is a home rule municipality organized under the Constitution and laws of the State of Colorado; and

WHEREAS, Monument is not part of the events and/or issues set forth in the Complaint and takes no position on such events and/or issues as described therein; and

WHEREAS, Monument has reusable effluent from the Tri-Lakes water treatment plant that is in excess of the water the Town needs to meet all of its daily augmentation requirements and wishes to lease that excess to Allison Valley for the sole purpose of a one-time filling Allison Valley’s five reservoirs; and

WHEREAS, once the five reservoirs are full, which is anticipated to take approximately 60 to 90-days and includes Monument providing bridge augmentation water during that period, this lease will end and Allison Valley will obtain water from another source or sources after that time in connection with providing augmentation water and maintaining its reservoirs; and

WHEREAS, Allison Valley desires to procure water from Monument for the purposes described above and herein; and

WHEREAS, Monument is willing to lease its reuseable effluent from the Tri-Lakes water treatment plant that it is not currently using to Allison Valley for the purposes described herein and subject to the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and the payments to be made hereunder, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Lease: Subject to the terms of this Lease, Monument hereby leases to Allison Valley, and Allison Valley hereby leases from Monument, approximately 20 to 30 acre-feet of Monument's excess water from Monument's Tri-Lakes Reusable Effluent ("Leased Water"). Allison Valley is responsible for conducting the complete and appropriate accounting of what Leased Water is available on a daily basis and how much is delivered at the confluence given assessed transit losses. The Leased Water shall consist only of Tri-Lakes Reusable Effluent that is in excess of Monument's needs. Allison Valley agrees that it may only use the Leased Water for the sole purpose of filling its reservoirs. The five ponds are located on Black Squirrel Creek, an eastern tributary to Monument Creek, just upstream of the confluence. Once the reservoirs are filled, Monument agrees to continue this Lease to provide "bridge" augmentation water for said reservoirs until Allison Valley receives augmentation water from another source or 90 days from the Effective Date, whichever is sooner.

a. Lease rights only: No portion of the Leased Water or Monument's ownership interest in the Tri-Lakes Reusable Effluent or any associated appurtenances shall be deemed acquired by or conveyed to Allison Valley as part of this Lease.

b. Lease Term: This Lease shall commence on the day the State of Colorado's Division Engineer approves the Allison Valley pond refilling plan ("Effective Date"), and shall terminate automatically upon the earlier of: (a) delivery or use of the total Leased Water authorized under this Agreement, (b) 90-days has passed from the Effective Date, or (d) termination as otherwise provided for in this Agreement. Allison Valley agrees to notify Monument in writing within one business day of when the State of Colorado's Division Engineer approves the refilling plan. The Parties understand and agree that this Lease is not to be interpreted as any commitment on the part of Monument to provide Leased Water to Allison Valley on a permanent basis, but rather the Parties agree that this Lease is for a temporary period as provided herein.

c. Lease Price:

i. Allison Valley shall pay Monument \$500.00 per acre foot of Leased Water made available, delivered, credited, or otherwise used for Allison Valley's benefit under this Lease, as determined by the accounting required under Section 2 below.

ii. As it is anticipated that Allison Valley will lease approximately 25 acre-feet of Leased Water from Monument, totaling \$12,500, Allison Valley agrees to provide Monument with a deposit in that amount by which Monument may draw against monthly until the expiration

of this Lease. Upon receipt of the deposit, Monument will authorize initiation of Allison Valley's rights as provided herein and will thereafter issue a monthly invoice to Allison Valley along with an accounting of the remaining deposit funds. Any disputes regarding Monument's invoices should be made in writing within seven-days of receipt of the invoice or such dispute will be deemed waived.

iii. Should more than 25 acre-feet of Leased water be needed, it is Allison Valley's obligation to notify Monument that additional Leased Water as provided in this Lease is needed, the anticipated amount not to exceed that set forth in Section 1, and to pay Monument an additional deposit in the total amount of additional acre-feet at the price set forth in Section 1(c)(i). Any additional deposit must be made in advance of Allison Valley's receipt of Leased Water.

iv. Monument agrees to provide Allison Valley with a refund of any unused deposit monies within 30-days of the expiration of this Lease.

d. Sublease and Sales: Allison Valley may not sublease or otherwise assign this Lease, any portion of its Leased Water, or any other rights and obligations under this Lease unless it obtains Monument's prior written approval, which shall be within Monument's sole discretion to approve or not approve.

2. Daily Accounting. Allison Valley shall prepare and maintain daily accounting for all matters necessary to administer this Lease, including, without limitation: (a) the quantity of Leased Water used, delivered, credited, or otherwise applied for its benefit each day, (b) the method, timing, and rate by which the reservoirs will be filled, and (c) any other information reasonably required by Monument to verify compliance with this Lease. Allison Valley shall provide such accounting to Monument in a form reasonably acceptable to Monument and shall promptly correct any deficiencies identified by Monument. Monument acknowledges that such accountings will need to be provided to the State Division Engineer.

3. Interruption of Water Supply Beyond Monument's Control. Both Parties to this Lease recognize that Monument's Tri-Lakes reusable effluent is dependent upon sources from which the supply is variable in quantity and beyond the control of Monument. No liability in tort or contract attaches to Monument hereunder on account of any failure to accurately anticipate Leased Water availability arising from an occurrence or events beyond Monument's control.

4. Allison Valley Representations:

a. Control: Subject to the terms of Paragraph 4.b, below, Allison Valley shall retain the exclusive right to control and operate its reservoirs and any related appurtenances in its sole and absolute discretion subject to the terms and conditions of this Lease, including Monument's and Allison Valley's rights and obligations hereunder, and otherwise subject to Colorado law.

b. Water Quality: Monument makes no representation to Allison Valley as to the quality of water released on any particular day. Monument shall not be obligated to maintain or modify the quality of Leased Water for the benefit of Allison Valley. During the term of this Lease, Allison Valley agrees to comply with all water quality laws, regulations and orders in connection

with the filling of its reservoirs with Leased Water. Allison Valley expressly accepts any and all risks regarding the use of the Leased Water for any purpose.

4. Costs and Fees: Allison Valley shall pay all costs, charges, fees, expenses, and staff, consultants, engineering, legal, accounting, administrative, operational, and regulatory costs incurred by Monument related to this Lease, including any work related to its preparation, or the delivery, administration, accounting, verification, or protection of the Leased Water regardless of whether the Colorado State Division Engineer approves the refilling plan. Allison Valley agrees to pay Monument a deposit in connection with such costs and fees prior to the release of any Leased Water. Such deposit shall be in the amount of \$10,000, and Monument shall draw against that deposit following the delivery of an invoice for these purposes to Allison Valley. Should Monument's costs and fees associated with this Lease and any related matters exceed the deposited amount, Monument will provide Allison Valley with an additional sum to be deposited. If such amount is not deposited within seven-days of Monument's request, Monument may terminate this Lease and stop providing Allison Valley with any Leased Water. Monument shall provide Allison Valley with a refund of any unused deposit monies within 30-days of the expiration of all matters arising from this Lease.

5. Protection of Monument's Water Rights. Allison Valley shall not take any action, or fail to take any action, that could injure, impair, diminish, abandon, or adversely affect Monuments' water rights, reusable effluent rights, decreed augmentation rights, permits, facilities, operations, or legal obligations. Allison Valley shall cooperate with Monument in any review, administration, or defense reasonably necessary to protect such rights and obligations.

6. No Exclusive Right or Privilege. Nothing in this Lease is to be construed as a grant by Monument of any exclusive right or privilege.

7. Governmental Immunity: Notwithstanding any provision in this Lease, Monument is relying on and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Monument, its officers or employees.

8. Force Majeure: Neither Party shall be liable for any failure to perform any of its obligations hereunder (except for payments that are owed to the other Party) due to any causes beyond its control, including, without limitation, acts of God, acts or omissions of the other Party or civil or military authorities, fires, strikes, epidemics, pandemics, quarantine restrictions, floods, earthquakes, riots, wars, or inability to secure means of storage because of the foregoing.

9. Location of Delivery: Monument excess reusable effluent shall be discharged at the Tri-Lakes Treatment Plant to Monument Creek, where it will then flow downstream to the confluence of Monument Creek and Black Squirrel Creek, which is the delivery point for use by Allison Valley. The reusable effluent shall continue to flow downstream in Monument Creek as the substitute supply for an administrative exchange of a like volume of water that will be used to fill the Allison Valley ponds.

10. Default and Remedies:

a. Each and every term and condition within this Lease shall be deemed to be a material element of this Lease. In the event either Party should fail or refuse to perform according to the material terms of this Lease, the other Party may declare such Party in default by providing written notice within one-week of learning of the defaulting event.

b. Given the limited term of this Lease, the Parties agree to work in good faith to resolve any disputes related to this Lease as quickly and efficiently as possible.

c. In the event a Party receives written notice of default, such defaulting party shall be allowed ten (10) days within which to correct, or commence correcting, the default. In the event that the default is not corrected, commencement of the correction is not undertaken, or the defaulting party does not pursue correction of the default with due diligence, the party declaring default may elect to: (i) terminate the Lease and seek damages; (ii) treat the Lease as continuing and require specific performance; or (iii) avail itself of any other remedy at law or equity. UNDER NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES UNDER THE LEASE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR REVENUES OF ANY KIND, OR DAMAGES DUE TO INTERRUPTIONS IN THE USE OF WATER, AND ALL SUCH CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY WAIVED AS PART OF THE FULL AND FAIR CONSIDERATION RECEIVED UNDER THIS LEASE.

d. In any administrative or judicial action to resolve a dispute between the Parties, the substantially prevailing Party shall be entitled to recover from the other Party, all costs and expenses, including reasonable attorney's fees, incurred in such action as well as all additional costs, expenses, and fees incurred in enforcing and collecting any judgment rendered in such action.

7. Indemnification. To the fullest extent permitted by law, Allison Valley shall indemnify, defend, and hold harmless Monument and its officers, employees, agents, consultants, and representatives from and against any and all claims, demands, damages, losses, liabilities, costs, penalties, fines, and expenses, including reasonable attorney fees, arising out of or related to the terms of this Lease, the Leased Water, Allison Valley's reservoir-filling activities, or Allison Valley's failure to comply with applicable law or decree requirements. Nothing in this Lease shall be construed as a waiver of any governmental immunity or limitation of liability available to Monument under Colorado law.

8. Records; Audits. Allison Valley shall retain all records related to this Lease, including daily accounting records, reservoir-filling records, invoices, and supporting data, for at least three years after termination of this Lease. Upon reasonable notice, Allison Valley shall make such records available to Monument for review, audit, and verification.

9. Relationship of Parties. Nothing in this Lease creates a partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than that of lessor and lessee under this Lease.

10. Governing Law: This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. The venue for any judicial action arising out of this agreement shall be the District Court for El Paso County Colorado.

11. No Third-Party Beneficiary: This Lease shall be for the sole benefit of the Parties hereto, and no other party is entitled to have any rights or benefits by reason of this Lease as a third-party beneficiary or otherwise.

12. Authority: The Parties to this Lease represent and warrant that they have the full power and authority to enter into and perform this Lease.

13. Entire Lease: This Lease constitutes the entire agreement between the Parties with respect to its subject matter and constitutes, merges, and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

14. Amendment: This Lease may be amended only by a written instrument signed by the Parties.

15. Notice: All notices to be given with respect to this Lease shall be in writing. Each notice may be sent by United States mail, first class postage prepaid, to the Party to be notified at the address set forth herein or at such other address as either Party may from time-to-time designate in writing or sent to the email addresses provided by each Party. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein or sent by email. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal services of a summons or other legal process.

All notices required to be given to Allison Valley hereunder shall be delivered to:

Allison Valley Development Company
422 E. Vermijo Avenue, Suite 100,
Colorado Springs, CO 80903
Attention: Mr. Doug Quimby
dquimby@laplatallc.com

All notices required to be given to Monument hereunder shall be delivered to:

Town of Monument
645 Beacon Lite Road
Monument, CO 80132
Attention: Town Manager
mvandenhoek@tomgov.org

with copy to:

ASchlagel@cogovlaw.com
Collins Cole Winn & Ulmer PLLC

165 S. Union Blvd., Suite 785
Lakewood, CO

The above addresses may be changed upon written notice to the other Party.

16. Severability: Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease, so long as the primary purpose(s) of this Lease can be effectuated by the remaining terms.

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

This Lease is entered into on the date and year set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Allison Valley and Monument have executed this Lease as of the Effective Date.

LESSOR:

ALLISON VALLEY DEVELOPMENT COMPANY, LLC, a Colorado limited liability company

By La Plata Communities, Inc., a Colorado corporation, Manager

By: _____
B. Douglas Quimby, President

STATE OF COLORADO

COUNTY OF EL PASO

Acknowledged, subscribed and sworn to before me this _____ day of _____, 2026,
by _____.

Witness my hand and official seal.

My commission expires: _____
Notary Public

LESSEE:

THE TOWN OF MONUMENT, a Colorado home rule municipality

By: _____

STATE OF COLORADO

COUNTY OF EL PASO

Acknowledged, subscribed and sworn to before me this _____ day of _____, 2026,
by _____.

Witness my hand and official seal.

My commission expires: _____
Notary Public

DRAFT

Investment Presentation & Overview Quarter 2 2026

Investment Overview Quarter 2, 2026
July 20, 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
- April - \$ 42,683
- May - \$ 46,767
- June - \$ 45,300

Total Wells Fargo
Sweep Q2 2026:
\$ 264,068



FIRST NATIONAL CDs

The Town of Monument has a \$400,000 auto-renewing 1-year CD. The CD renewed at the end of February 26th, 2026, and is effective through February 2027

Investment income is paid quarterly @ 4.75%.

- Q1 payment - \$ 2,288
- Q2 Payment - \$ 2,314

Total First National CD Q2: 2026 \$ 4,602



COLORADO TRUST ACCOUNT

Colorado Trust Accounts are made up of money that we have in reserve accounts:

- General Fund Reserve – YTD: _____ \$ 14,997
- Conservation Trust Fund – YTD: _____ \$ 652
- Monument Lake Water Storage Fund – YTD: _____ \$ 15,100
- Water Fund Revenues – YTD: _____ \$ 13,019
- Traffic Impact Fees – YTD: _____ \$2,494



COLORADO TRUST ACCOUNT CONTINUED

- Community Development –YTD: _____ \$ 823
- Storm Drainage Fees –YTD: _____ \$ 838
- 2A Water ASD Fund –YTD: _____ \$ 82,858
- Development Surety Bonds Payable –YTD: _____ \$ 7,693
- Capital Project Fund –YTD : _____ \$ 2,229
- General Investment Fund: _____ \$ 22,679

Total Colorado Trust Interest Income Q2 2026: \$163,443



BOK FINANCIAL

Principal Assets or Cash Equivalents - \$14,907

- January – 151
- February - \$46
- March - \$ 41
- April - \$45
- May - \$44
- June - \$ 646

**Total BOK Financial Q2 2026:
\$ 973**

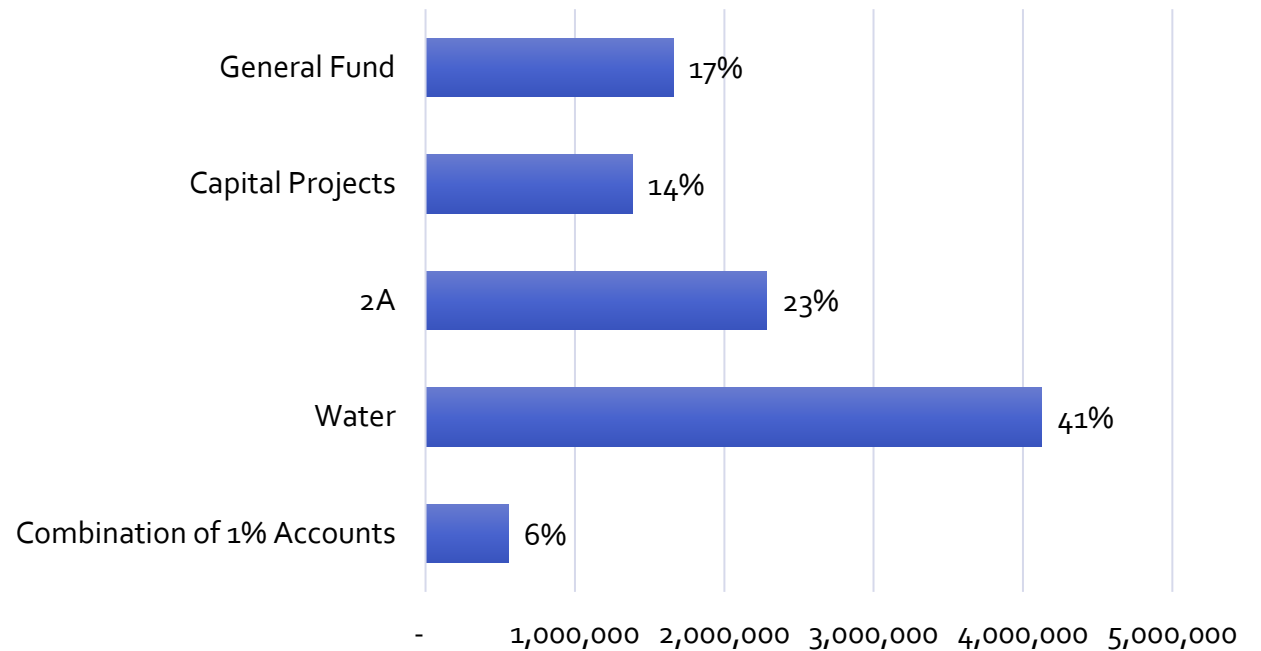


PIPER SANDLER

Treasury Security Holdings with Piper Sandler:

05/15/2026	\$ 2,490,904
08/15/2026	\$ 2,833,557
11/30/2026	\$ 2,938,844
05/03/2029	\$ 2,761,104
Money Market	\$ 62,778
Total	\$ 11,087,187

Allocation of Piper Sandler Investments



Total Investment Revenue
Q2 2026: \$289,932



QUARTER 2 - 2026 INVESTMENT INCOME

Piper Sandler January – June 2026: \$ 289,932

Wells Fargo Sweep January – June 2026: \$ 264,068

First National January – June 2026: \$ 4,602

Colorado Trust Interest January – June 2026: \$ 163,443

BOK Financial January – June 2026: \$ 973

Total - \$ 723,018



QUESTIONS?



June 30, 2026

Honorable Mayor and the Town Council
Town of Monument
Monument, Colorado

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town of Monument, Colorado (the Town) for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information orally in our discussion on March 16, 2026. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the Town changed accounting policies related to reporting compensated absences by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 101, *Compensated Absences*. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the Town's financial statements was:

Management's estimate of the Fire and Police Pension Association of Colorado Statewide Defined Benefit Plan net pension liability based on a projection compared to actual experience, assumptions, investments, and proportionate share of the net pension liability. We evaluated the methods, assumptions, and data used to develop the liability in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information as identified in the table of contents in the audited financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information as identified in the table of contents in the audited financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor and the Town Council and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

DMC Auditing and Consulting, LLC

DMC Auditing and Consulting, LLC



TOWN OF MONUMENT, COLORADO

**FINANCIAL STATEMENTS
AND THE INDEPENDENT AUDITOR'S REPORT**

**FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2025**

TOWN OF MONUMENT, COLORADO

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and the Members of the Town Council
Town of Monument, Colorado
Monument, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town of Monument, Colorado (the Town) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town as of December 31, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Honorable Mayor and the Members of the Town Council
Town of Monument, Colorado

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying combining and individual nonmajor fund statements, the budgetary comparison schedules, the Local Highway Finance Report, and Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling the information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund statements, the budgetary comparison schedules, the Local Highway Finance Report, and the Schedule of Expenditures of Federal Awards, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2026, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

DMC Auditing and Consulting, LLC

June 30, 2026
Bailey, Colorado

Management's Discussion & Analysis

As management of the Town of Monument, we offer the readers of the Town's financial statements this narrative overview and analysis of the financial statements for the fiscal year ending December 31, 2025. We encourage readers to engage with the information presented here in conjunction with additional information that has been furnished in the letter of transmittal and the accompanying basic financial statements.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town of Monument's basic financial statements. The Town's basic financial statements comprise three components: 1) the government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Town of Monument's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the Town's assets, liabilities, and deferred inflows of resources, with the residual reported as net position. In time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Town of Monument is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and interest on long-term debt).

Government-wide financial statements distinguish functions of the Town of Monument that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the Town of Monument include general government (including planning), public safety (law enforcement & court), public works (streets, parks and recreation, cemetery). The only business-type activity of the Town of Monument is water.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Monument, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the Town's funds can be divided into two categories: governmental funds and proprietary fund.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund statements focus on short-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's short-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's short-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town maintains ten individual governmental funds. Information is presented separately in the governmental funds balance sheet in the governmental funds statement of revenues, expenditures, and changes in fund balance for the Capital Projects, General, Police, 2A Water, Water Enterprise. These are all considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds (community development, traffic impact fee fund, storm drainage impact fee fund, parks fee fund, and conservation trust fund) is provided in the form of budgetary comparison elsewhere in this report.

The Town adopts an annual appropriated budget for all governmental funds. A budgetary comparison statement has been provided for each of the funds with appropriated budgets to demonstrate compliance with these budgets

Proprietary fund. The Town's sole proprietary fund is the Water Enterprise Fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. This sole proprietary fund is to account for the Town's Water. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The combined statements referred to earlier in connection with other governmental funds are presented immediately following the required supplementary information.

Notes to Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Financial Highlights

Government-Wide:

- Assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of 2025 by \$59.9 million (net positions). Of this amount \$24.2 million (unrestricted net position) may be used to meet the Town's ongoing obligations for the citizens and the creditors.
- The Town's total net position increased by \$4.42 million.

- Total revenue and transfers from all sources was \$27.2 million as compared to the cost of all Town programs of \$22.8 million.

Further discussion of charges in net position, revenues, and expenses is included in the Government-Wide Financial Analysis Section.

Fund Balance and Net Position:

- Total governmental fund balance was \$25,676,630 and total net position was \$59,933,663. Restricted was \$13.1 million, Investments in capital assets were \$22.6 million, and Unrestricted was \$24.2 million.
- Total governmental fund balance increased by \$3.9 million from the previous year.

	<u>2025</u> <u>Governmental -</u> <u>Type Activities</u>	<u>2025 Business -</u> <u>Type Activities</u>	<u>2025 TOTAL</u>	<u>2024 TOTAL</u>
Current and other assets	35,330,006	12,329,899	47,659,905	44,672,979
Capital assets, net	8,463,502	28,468,734	36,932,236	36,527,459
Total assets	\$ 43,793,508	\$ 40,798,633	\$ 84,592,141	\$ 81,200,438
Long term liabilities	1,209,201	18,557,420	19,766,621	19,655,919
Other liabilities	2,528,238	709,358	3,237,596	4,906,050
Total liabilities	\$ 3,737,439	\$ 19,266,778	\$ 23,004,217	\$ 24,561,969
Deferred Resources				
Deferred Inflow of Resources	2,180,961	-	2,180,961	1,688,613
Deferred Outflow of Resources	526,700	-	526,700	559,547
			-	-
Net Position			-	-
Net investment in capital assets	12,980,009	9,661,164	22,641,173	20,731,903
Restricted	12,292,222	799,547	13,091,769	12,486,475
Unrestricted	13,129,577	11,071,144	24,200,721	22,291,025
Total net position	\$ 38,401,808	\$ 21,531,855	\$ 59,933,663	\$ 55,509,403

Government-wide Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Town of Monument, assets exceeded liabilities by \$59,933,663 at the close of the most recent fiscal year, resulting in an increase in Total Net Position of \$4,424,260.

The largest portion of the Town of Monument's net position (38%) \$22,641,173 reflects its investment in capital assets (e.g. land, buildings, infrastructure, vehicles, equipment, etc.), less any related outstanding debt used to acquire those assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town of Monument's net position, (22%) \$13,091,769, represents resources that are subject to external restriction on how they may be used. The remaining balance of unrestricted funds (40%) \$24,200,721 may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the 2025 fiscal year, the Town of Monument was able to report positive balances in all three categories of net position, both for the government as a whole, as well as for the separate governmental business-type activities. The same situation held true for the prior fiscal year. Overall, total net position increased by (8.0%) \$4,424,260.

Changes in net Position. The statement of net position provides a snapshot at a given point in time of the assets and liabilities of the Town. The other government-wide statement provided is the Statement of Activities. This statement provides the reader with information regarding the revenues, expenses, and changes in net assets over the fiscal year. Generally, all changes to the Town's net position from one year to the next flows through the statement of activities.

The Town's net position increased by \$4,424,260 over prior year.

Details of the Town's changes in net position are as follows:

CHANGES IN NET POSITION

	<u>2025 Governmental - Type Activities</u>	<u>2025 Business - Type Activities</u>	<u>2025 TOTAL</u>	<u>2024 TOTAL</u>
Revenues:				
<u>Program revenues:</u>				
Charges for Services	4,169,130	2,836,443	7,005,573	4,612,740
Operating Grants & Contributions	548,306	-	548,306	51,461
Capital Grants & Contributions	408,648	166,037	574,685	2,234,122
Total Program revenues:	5,126,084	3,002,480	8,128,564	6,898,323
<u>General revenues:</u>				
Property Taxes	1,582,478	-	1,582,478	1,605,090
Specific Ownership Tax	151,485	-	151,485	133,284
Sales & Use Taxes	14,633,421		14,633,421	12,789,790
Franchise taxes	678,921	-	678,921	679,807
Other Taxes	561,152	-	561,152	572,563
Investment income	1,378,807	70,658	1,449,465	1,725,217
Other Misc.	41,846	-	41,846	16,434
Gain on Sale of Capital Assets	-	-	-	30,776
Insurance Proceeds	-	-	-	50,000
Transfers	(1,274,400)	1,274,400	-	-
Total General revenues:	17,753,710	1,345,058	19,098,768	17,602,961
Total revenues	\$ 22,879,794	\$ 4,347,538	\$ 27,227,332	\$ 24,501,284

CHANGES IN NET POSITION CONTINUED

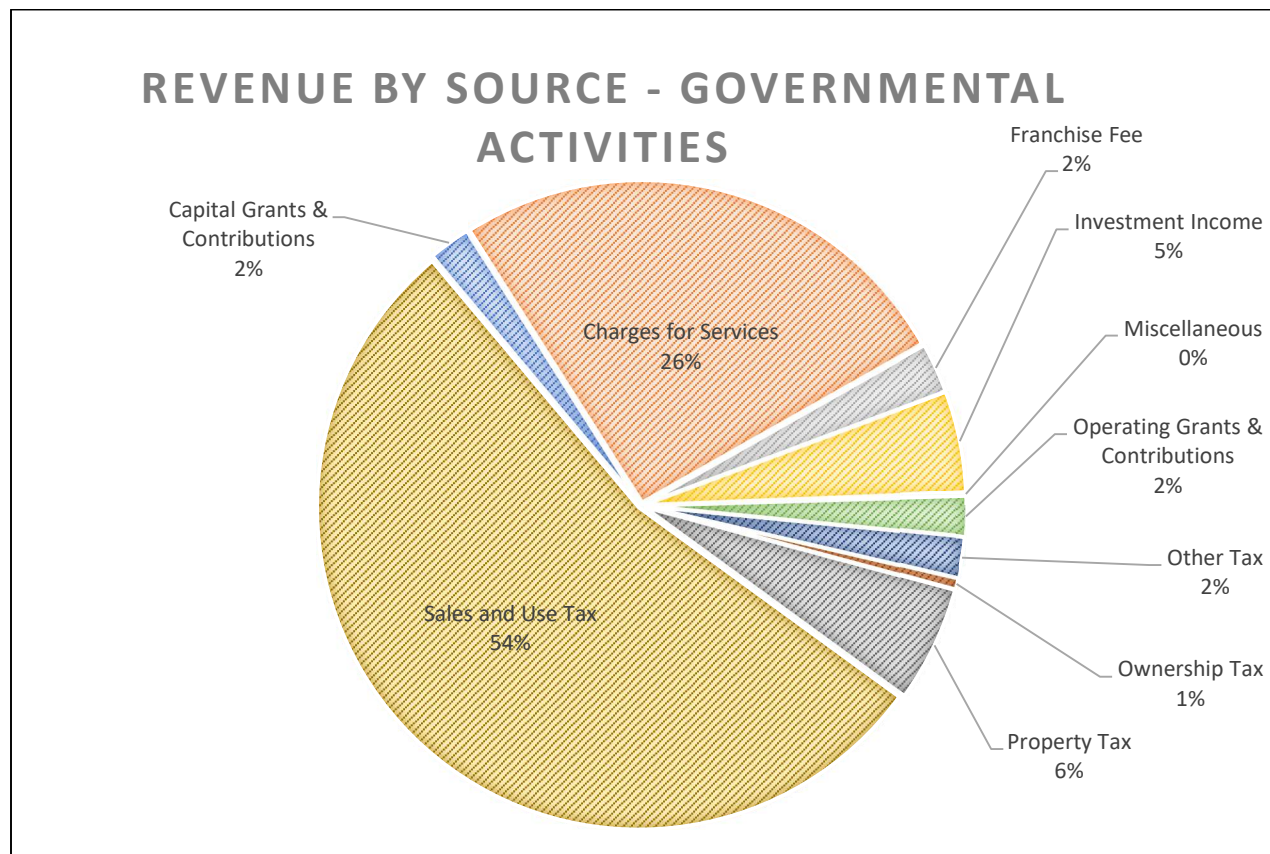
	<u>2025 Governmental - Type Activities</u>	<u>2025 Business - Type Activities</u>	<u>2025 TOAL</u>	<u>2024 TOTAL</u>
Expenses:				
General government	8,224,276	-	8,224,276	4,297,073
Public safety	5,507,018	-	5,507,018	4,749,356
Public works	3,003,035	-	3,003,035	2,685,450
Parks & Recreation	934,207	-	934,207	1,497,035
Capital Outlay	-	-	-	
Interest on long-term debt	29,250	-	29,250	7,992
Water	-	5,105,286	5,105,286	5,021,759
Total expenses	17,697,786	5,105,286	22,803,072	18,258,665
Net position, Beginning of year	\$ 33,219,800	\$ 22,289,603	\$ 55,509,403	\$ 49,266,784
Net Position, End of year	\$ 38,401,808	\$ 21,531,855	\$ 59,933,663	\$ 55,509,403
Change in Net Position	\$ 5,182,008	\$ (757,748)	\$ 4,424,260	\$ 6,242,619

Governmental Activities

The Town's largest governmental revenue sources, sales tax, accounts for 53.9% of total revenues. Charges for Services is the next largest governmental revenue source, making up 25.8% of total revenues. Investment income makes up 5.1% of total governmental revenue. This is a shift from prior year with property tax and investment income switching places, investment income is down 1.9% from 7% in 2025.

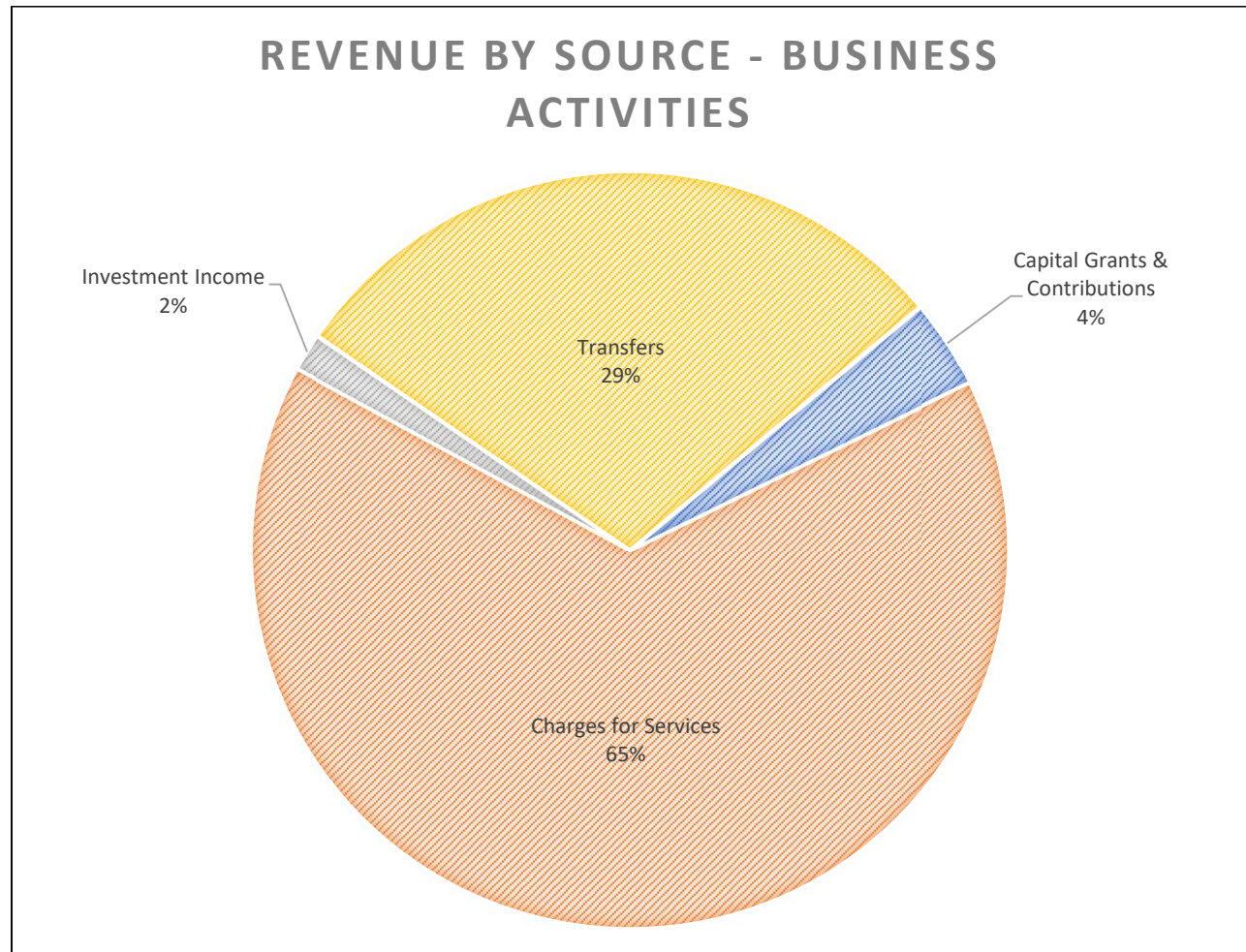
Operating grants for governmental activities furnished resources to support three of the Town of Monument's functions: general government, public safety, and public works.

An increase of (14.4%) \$1,843,631 in Sales and Use Tax is due to a change in accounting and budgeting within the Town of Monument to reflect the revenue to match the expense and obligations of the ongoing intergovernmental agreements within the Town.



Business-type Activities

Charges for services continued in 2025 to be the largest revenue source for business activities. Charges for services were 65% of business revenue. This increase from prior years is not due to the increase in demand for water but because of the reduction in grant funding for capital projects, in addition to the stopped supplementation of sales tax income from the General Fund. Capital Grants & Contributions has decreased from prior year as Water projects were completed in 2024 that reduced expenditures in 2025.



Financial Analysis of the Town's Funds

As noted earlier, the Town of Monument uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements

Governmental Funds. The focus of the Town of Monument's governmental funds is to provide information on short-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financial requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of 2025, the Town of Monument's governmental funds reported combined fund balances of \$25,676,630 an increase of \$3,920,024 in comparison with the prior year. A portion of these fund balances (18%) is reserved to indicate that it is not available for new spending because it has already been committed for the following purposes: 1) Capital Improvements (72%); 2) Nonmajor Governmental Funds (25%); Emergencies (3%).

The General Fund is the chief operating fund for the Town of Monument. At the end of 2025, the unrestricted fund balance was (24%) \$8,787,734, an increase of \$3,098,654 compared to prior year.

At the end of 2025, unassigned fund balance of the general fund was \$8,787,734, this is an increase of (48%) \$2,876,303.

The fund balance of the Town's 2A water fund increased by \$1,027,501 during 2025.

The fund balance of the Town's 2F police fund decreased by \$ 732,732 during 2025.

The fund balance of the Town's capital improvement fund increased by \$209,317 during 2025.

Proprietary Funds. The Town of Monument's proprietary fund provides the same type of information found in the government-wide financial statements, but in more detail.

As of the end of 2025, the Town's water fund reported an ending net position of \$21,531,855, a decrease of \$757,748 compared to the prior year. Of this amount, (51%) \$11,071,144 constitutes unrestricted net position, which is available for spending. The remainder of net position is categorized to indicate that it is not available for new spending because it is classified as one of the following: A) net investment in capital assets (45%) \$9,661,164, or B) restricted for water storage (4%) \$799,547.

General Fund Budgetary Highlights

This is comprised of an increase in revenue of \$1,911,179, an increase in expenditures of \$2,057,571.

Revenues:

- Sales Tax came in \$115,562 over budget.
- Property Tax came in \$1,138 over budget.
- After a cost allocation study performed by a 3rd party, the Water Enterprise Fund transferred \$1,052,854 to the General fund for an administrative fee.
- Investment income came in \$477,584 over budget.

Expenses:

- General Government was over budget by \$681,276.
- The remainder of government funds, including Capital Outlay, came in under budget totaling \$2,738,847 due to the hard decisions made by the Town to implement layoffs and reduce spending to plan for the Town's future.
- A Single Audit was triggered in 2025; this was due to the expenditure of the American Rescue Plan Act (ARPA) money of \$2,035,180

Public Safety: Public safety expenses account for 24.6% of total governmental activity expenses and an increase in expense towards the General Fund. This increase can be attributed to the increased growth of the Town's police force to maintain safety for all officers that work around the clock.

Water Fund: A decrease of (25%) \$1,384,1686 in Water expenses is primarily the result of reductions in capital projects compared to prior years.

Capital Assets and Debt Administration

Capital Assets. The capital assets of the Town are those assets that are used in the performance of the Town's functions, including infrastructure. At the end of 2025 net capital assets totaled \$42,384,586 (net of accumulated depreciation). Governmental Activities make up (32%), while Business capital assets make up the remanding (68%). Investments in capital assets include land, easements, building improvements, machinery and equipment, infrastructure, artwork, and construction in progress. Net additions to capital assets of the Town of Monument over the prior year totaled \$1,670,057.

Major capital asset events during 2025 included the following:

Governmental Activities:

- Construction in progress such as street development, engineering, and Town building improvements account for an increase of \$1,328,534
- New equipment, such as encryption radios and smart systems for the police equaling \$25,152
- New Vehicles and equipment account for an increase of \$657,308

Business Type Activities:

- With the completion of Wells 11, 12, & 13 and treatment plant in 2024, the town is now depreciating these assets.

- the Town is now working on completing the 2M gallon water tank on Beacon lite road in addition to the water shed to store supplies relating to the water tank.

Additional information on the Town of Monument's capital assets can be found on **Note 5:** the financial statements provide a detailed summary of the Town's capital assets.

Long-term Debt. At the end of 2025, the Town had total long-term debt outstanding \$ 20,482,215. Of that amount, \$1,337,605 was debt of governmental activities payable while \$19,144,610 was debt of business-type activities. Of the total outstanding debt, \$715,594 is due within one year.

The Town's long-term debt decreased by \$132,413 during 2025 as the Town reduced the need for compensated absences with proactive measures.

Additional information on the Town of Monument's Long-Term debt can be found on **Note 6:** of the financial statements provide a detailed summary on the Town's long-term debt.

Economic Factors and Audited Year's Budget

The Town considered these factors in preparing the Town's budget for the 2025 fiscal year:

- Examined global growth and inflation, as this would impact on the average consumer's ability to spend money within the Town. As sales tax revenue is a major contributor to the success of the Town. (77% of general fund revenue)
- How self-collect implementation will impact the tax revenue collected by the Town
- Preparation for public safety (Police) growth
- Legislative and Government Finance Officers Association outlook and change to accounting practices
- Evaluated upcoming projects within the Planning department to estimate use tax and permit revenues.
- The Town analyzed the historical trends of property, sales, and use tax.

Requests for Information

This financial report is designed to provide a general overview of the Town of Monument's finances for all those with an interest in the Town's finances. Questions concerning any of the information provided in this report or requests for additional financial information may be addressed to the Director of Finance at the Town of Monument, 645 Beacon Lite Road, Monument, Colorado, 80132.

BASIC FINANCIAL STATEMENTS

TOWN OF MONUMENT, COLORADO

STATEMENT OF NET POSITION

December 31, 2025

	PRIMARY GOVERNMENT		
	GOVERNMENTAL	BUSINESS-TYPE	
	ACTIVITIES	ACTIVITIES	TOTAL
ASSETS			
Cash and Investments	\$ 26,255,551	\$ 11,876,338	\$ 38,131,889
Accounts Receivable	43,599	188,416	232,015
Taxes Receivable	3,676,951	-	3,676,951
Grants Receivable	166,700	-	166,700
Capital Assets, <i>Not Being Depreciated / Amortized</i>	5,187,205	265,145	5,452,350
Capital Assets, <i>Net of Accumulated Depreciation / Amortization</i>	8,463,502	28,468,734	36,932,236
TOTAL ASSETS	43,793,508	40,798,633	84,592,141
DEFERRED OUTFLOWS OF RESOURCES			
Pensions, <i>Net of Accumulated Amortization</i>	526,700	-	526,700
LIABILITIES			
Accounts Payable	1,804,919	-	1,804,919
Retainage Payable	53,629	-	53,629
Arbitrage Payable	-	61,801	61,801
Accrued Interest Payable	-	57,667	57,667
Accrued Liabilities	316,136	2,700	318,836
Developer Deposits	225,150	-	225,150
Noncurrent Liabilities			
Due Within One Year	128,404	587,190	715,594
Due in More Than One Year	1,209,201	18,557,420	19,766,621
Net Pension Liability	-	-	-
TOTAL LIABILITIES	3,737,439	19,266,778	23,004,217
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	2,066,337	-	2,066,337
Pensions, <i>Net of Accumulated Amortization</i>	114,624	-	114,624
TOTAL DEFERRED INFLOWS OF RESOURCES	2,180,961	-	2,180,961
NET POSITION			
Net Investment in Capital Assets	12,980,009	9,661,164	22,641,173
Restricted for:			
Emergencies	620,000	-	620,000
Conservation Trust	227,237	-	227,237
Water Storage	-	799,547	799,547
Water Infrastructure Projects	10,586,897	-	10,586,897
Police	568,944	-	568,944
Parks and Recreation	289,144	-	289,144
Unrestricted	13,129,577	11,071,144	24,200,721
TOTAL NET POSITION	\$ 38,401,808	\$ 21,531,855	\$ 59,933,663

See Notes to the Financial Statements.

TOWN OF MONUMENT, COLORADO
STATEMENT OF ACTIVITIES
Year Ended December 31, 2025

FUNCTIONS / PROGRAMS	EXPENSES	PROGRAM REVENUES			NET (EXPENSE) REVENUE AND CHANGE IN NET POSITION		
		CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	CAPITAL GRANTS AND CONTRIBUTIONS	PRIMARY GOVERNMENT		TOTAL
					GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	
PRIMARY GOVERNMENT							
Governmental Activities							
General Government	\$ 8,224,276	\$ 2,705,665	\$ 547,214	\$ -	\$ (4,971,397)	\$ -	\$ (4,971,397)
Public Safety	5,507,018	87,310	-	-	(5,419,708)	-	(5,419,708)
Public Works	3,003,035	1,344,928	-	195,867	(1,462,240)	-	(1,462,240)
Parks and Recreation	934,207	31,227	1,092	212,781	(689,107)	-	(689,107)
Interest on Long-Term Debt	29,250	-	-	-	(29,250)	-	(29,250)
Total Governmental Activities	17,697,786	4,169,130	548,306	408,648	(12,571,702)	-	(12,571,702)
Business-Type Activities							
Water	5,105,286	2,836,443	-	166,037	-	(2,102,806)	(2,102,806)
TOTAL PRIMARY GOVERNMENT	\$ 22,803,072	\$ 7,005,573	\$ 548,306	\$ 574,685	(12,571,702)	(2,102,806)	(14,674,508)
GENERAL REVENUES AND TRANSFERS							
Property Taxes					1,582,478	-	1,582,478
Specific Ownership Taxes					151,485	-	151,485
Sales and Use Taxes					14,633,421	-	14,633,421
Franchise Fees					678,921	-	678,921
Other Taxes					561,152	-	561,152
Investment Income					1,378,807	70,658	1,449,465
Miscellaneous					41,846	-	41,846
Transfers					(1,274,400)	1,274,400	-
TOTAL GENERAL REVENUES AND TRANSFERS					17,753,710	1,345,058	19,098,768
CHANGE IN NET POSITION					5,182,008	(757,748)	4,424,260
NET POSITION, Beginning					33,219,800	22,289,603	55,509,403
NET POSITION, Ending					<u>\$ 38,401,808</u>	<u>\$ 21,531,855</u>	<u>\$ 59,933,663</u>

TOWN OF MONUMENT, COLORADO

BALANCE SHEET

GOVERNMENTAL FUNDS

December 31, 2025

	<u>GENERAL</u>	<u>CAPITAL IMPROVEMENT</u>	<u>2A WATER ASD</u>
ASSETS			
Cash and Investments	\$ 9,986,655	\$ 3,392,776	\$ 10,586,897
Accounts Receivable	43,599	-	-
Taxes Receivable	3,676,951	-	-
Grants Receivable	166,700	-	-
TOTAL ASSETS	\$ 13,873,905	\$ 3,392,776	\$ 10,586,897
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 1,804,919	\$ -	\$ -
Retainage Payable	53,629	-	-
Accrued Liabilities	316,136	-	-
Developer Deposits	225,150	-	-
TOTAL LIABILITIES	2,399,834	-	-
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	2,066,337	-	-
FUND BALANCES			
Restricted for:			
Emergencies	620,000	-	-
Conservation Trust	-	-	-
Water Infrastructure Projects	-	-	10,586,897
Police	-	-	-
Parks and Recreation	-	-	-
Committed to:			
Community Development	-	-	-
Assigned to:			
Capital Projects	-	3,392,776	-
Unassigned	8,787,734	-	-
TOTAL FUND BALANCES	9,407,734	3,392,776	10,586,897
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 13,873,905	\$ 3,392,776	\$ 10,586,897

	2F POLICE	NONMAJOR GOVERNMENTAL FUNDS	TOTAL
\$	568,944	\$ 1,720,279	\$ 26,255,551
	-	-	43,599
	-	-	3,676,951
	-	-	166,700
	<u>568,944</u>	<u>1,720,279</u>	<u>30,142,801</u>
\$	-	\$ -	\$ 1,804,919
	-	-	53,629
	-	-	316,136
	-	-	225,150
	<u>-</u>	<u>-</u>	<u>2,399,834</u>
	<u>-</u>	<u>-</u>	<u>2,066,337</u>
	-	-	620,000
	-	227,237	227,237
	-	-	10,586,897
	568,944	-	568,944
	-	289,144	289,144
	-	229,179	229,179
	-	974,719	4,367,495
	-	-	8,787,734
	<u>568,944</u>	<u>1,720,279</u>	<u>25,676,630</u>
\$	<u>568,944</u>	<u>1,720,279</u>	<u>30,142,801</u>

TOWN OF MONUMENT, COLORADO
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
December 31, 2025

AMOUNTS REPORTED FOR GOVERNMENTAL ACTIVITIES IN THE
STATEMENT OF NET POSITION ARE DIFFERENT BECAUSE:

Total Fund Balances of Governmental Funds	\$ 25,676,630
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds.	13,650,707
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds:	
Loan Payable	(567,000)
Financed Purchases	(103,698)
Accrued Compensated Absences	(666,907)
Pension-Related Deferred Outflows of Resources	526,700
Pension-Related Deferred Inflows of Resources	<u>(114,624)</u>
Total Net Position of Governmental Activities	<u>\$ 38,401,808</u>

TOWN OF MONUMENT, COLORADO
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year Ended December 31, 2025

	GENERAL	CAPITAL IMPROVEMENT	2A WATER ASD
REVENUES			
Taxes	\$ 11,696,021	\$ 778,775	\$ 2,826,711
Impact Fees	-	-	-
Intergovernmental	2,349,411	634,770	-
Licenses and Permits	132,680	-	-
Court Fines and Fees	87,310	-	-
Charges for Services	1,276,742	-	-
Investment Income	1,177,584	4,989	185,474
Miscellaneous	26,435	-	-
TOTAL REVENUES	16,746,183	1,418,534	3,012,185
EXPENDITURES			
Current			
General Government	7,982,710	-	-
Public Safety	3,598,543	-	-
Public Works	1,648,704	495,697	241,254
Parks and Recreation	856,099	-	-
Capital Outlay	531,482	713,520	469,030
Debt Service			
Principal	33,000	-	-
Interest and Fiscal Charges	21,945	-	-
TOTAL EXPENDITURES	14,672,483	1,209,217	710,284
EXCESS REVENUES OVER (UNDER) EXPENDITURES	2,073,700	209,317	2,301,901
OTHER FINANCING SOURCES (USES)			
Proceeds from the Sale of Capital Assets	4,950	-	-
Proceeds from Financed Purchase	600,000	-	-
Transfers In	420,004	-	-
Transfers Out	-	-	(1,274,400)
TOTAL OTHER FINANCING SOURCES (USES)	1,024,954	-	(1,274,400)
CHANGES IN FUND BALANCES	3,098,654	209,317	1,027,501
FUND BALANCES, Beginning	6,309,080	3,183,459	9,559,396
FUND BALANCES, Ending	\$ 9,407,734	\$ 3,392,776	\$ 10,586,897

2F POLICE	NONMAJOR GOVERNMENTAL FUNDS	TOTAL
\$ 1,867,047	\$ -	\$ 17,168,554
-	299,428	299,428
-	752,955	3,737,136
-	111,665	244,345
-	11,957	99,267
-	-	1,276,742
-	10,760	1,378,807
-	16,503	42,938
<u>1,867,047</u>	<u>1,203,268</u>	<u>24,247,217</u>
-	80,677	8,063,387
1,665,848	-	5,264,391
-	-	2,385,655
-	20,001	876,100
495,552	765,302	2,974,886
31,074	-	64,074
7,305	-	29,250
<u>2,199,779</u>	<u>865,980</u>	<u>19,657,743</u>
<u>(332,732)</u>	<u>337,288</u>	<u>4,589,474</u>
-	-	4,950
-	-	600,000
(400,000)	-	20,004
-	(20,004)	(1,294,404)
<u>(400,000)</u>	<u>(20,004)</u>	<u>(669,450)</u>
(732,732)	317,284	3,920,024
<u>1,301,676</u>	<u>1,402,995</u>	<u>21,756,606</u>
<u>\$ 568,944</u>	<u>\$ 1,720,279</u>	<u>\$ 25,676,630</u>

See Notes to the Financial Statements.

TOWN OF MONUMENT, COLORADO
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2025

AMOUNTS REPORTED FOR GOVERNMENTAL ACTIVITIES IN THE
STATEMENT OF ACTIVITIES ARE DIFFERENT BECAUSE:

Net Change in Fund Balances of Governmental Funds	\$ 3,920,024
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as:	
Depreciation Expense	(1,206,888)
Gain (Loss) on Sale of Capital Assets	(25,474)
Capital Outlay	3,218,479
Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the fund financial statements	(93,023)
The repayment of long-term debt principal is an expenditure in governmental funds, but the repayment reduces long-term liabilities in the statement of net position and does not affect the statement of activities.	64,074
Long-term debt and lease proceeds provide current financial resources to governmental funds, but increases in long-term liabilities in the statement of net position and does not affect the statement of activities. This is the effect of these differences in the treatment of long-term debt / lease proceeds and related items.	(600,000)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This includes the changes in the following:	
Accrued Compensated Absences	(53,084)
Pension-Related Deferred Outflows of Resources	(32,847)
Pension-Related Deferred Inflows of Resources	(9,253)
Change in Net Position of Governmental Activities	\$ <u><u>5,182,008</u></u>

TOWN OF MONUMENT, COLORADO
STATEMENT OF NET POSITION
PROPRIETARY FUND
December 31, 2025

	BUSINESS-TYPE ACTIVITIES <u>WATER FUND</u>
ASSETS	
Current Assets	
Cash and Investments	\$ 11,876,338
Accounts Receivable	<u>188,416</u>
Total Current Assets	<u>12,064,754</u>
Noncurrent Assets	
Capital Assets, <i>Not Being Depreciated</i>	265,145
Capital Assets, <i>Net of Accumulated Depreciation</i>	<u>28,468,734</u>
Total Noncurrent Assets	<u>28,733,879</u>
TOTAL ASSETS	<u>40,798,633</u>
LIABILITIES	
Current Liabilities	
Arbitrage Payable	61,801
Deposits	2,700
Accrued Interest Payable	57,667
Compensated Absences, <i>Current Portion</i>	7,190
Certificates of Participation, <i>Current Portion</i>	<u>580,000</u>
Total Current Liabilities	<u>709,358</u>
Noncurrent Liabilities	
Compensated Absences	64,705
Certificates of Participation	<u>18,492,715</u>
Total Noncurrent Liabilities	<u>18,557,420</u>
TOTAL LIABILITIES	<u>19,266,778</u>
NET POSITION	
Net Investment in Capital Assets	9,661,164
Restricted for Water Storage	799,547
Unrestricted	<u>11,071,144</u>
TOTAL NET POSITION	<u><u>\$ 21,531,855</u></u>

TOWN OF MONUMENT, COLORADO
STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION
PROPRIETARY FUND
Year Ended December 31, 2025

	BUSINESS-TYPE ACTIVITIES <u>WATER FUND</u>
OPERATING REVENUES	
Charges for Services	\$ 2,836,424
Miscellaneous	<u>19</u>
TOTAL OPERATING REVENUES	<u>2,836,443</u>
OPERATING EXPENSES	
Operations	3,017,614
Depreciation	<u>1,468,942</u>
TOTAL OPERATING EXPENSES	<u>4,486,556</u>
NET OPERATING INCOME (LOSS)	<u>(1,650,113)</u>
NONOPERATING REVENUES (EXPENSES)	
Investment Income	70,658
Interest Expense	<u>(618,730)</u>
TOTAL NONOPERATING REVENUES (EXPENSES)	<u>(548,072)</u>
NET INCOME (LOSS) BEFORE CAPITAL CHARGES	(2,198,185)
CAPITAL CHARGES AND TRANSFERS	
Tap and Meter Fees	166,037
Transfers In	<u>1,274,400</u>
TOTAL CAPITAL CHARGES AND TRANSFERS	<u>1,440,437</u>
CHANGE IN NET POSITION	(757,748)
NET POSITION, Beginning	<u>22,289,603</u>
NET POSITION, Ending	<u><u>\$ 21,531,855</u></u>

TOWN OF MONUMENT, COLORADO
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
Year Ended December 31, 2025

	BUSINESS-TYPE ACTIVITIES <u>WATER FUND</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash Received from User Charges	\$ 2,907,428
Cash Payments to Employees	(960,253)
Cash Payments to Suppliers	<u>(2,074,849)</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(127,674)</u>
CASH FLOWS FROM NONCAPITAL AND FINANCING ACTIVITIES	
Cash Received from Other Funds	<u>1,274,400</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Cash Received from Tap and Meter Fees	166,037
Acquisition of Capital Assets	(1,152,882)
Debt Principal Paid	(560,000)
Debt Interest Paid	<u>(776,202)</u>
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	<u>(2,323,047)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment Income	<u>70,658</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(1,105,663)
CASH AND CASH EQUIVALENTS, Beginning	<u>12,982,001</u>
CASH AND CASH EQUIVALENTS, Ending	<u><u>\$ 11,876,338</u></u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH AND CASH EQUIVALENTS PROVIDED (USED) BY OPERATING ACTIVITIES:	
Net Operating Income (Loss)	(1,650,113)
Depreciation Expense	1,468,942
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
(Increase) Decrease in Accounts Receivable	70,985
Increase (Decrease) in Accounts Payable	(18)
Increase (Decrease) in Deposits	(11,652)
Increase (Decrease) in Compensated Absences	<u>(5,818)</u>
Total Adjustments	<u>53,497</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u><u>\$ (127,674)</u></u>

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 1: Summary of Significant Accounting Policies

The accounting policies of the Town conform to generally accepted accounting principles as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the Town's more significant policies.

Reporting Entity

The financial reporting entity consists of the Town, organizations for which the Town is financially accountable, and organizations that raise and hold economic resources for the direct benefit of the Town. All funds, organizations, institutions, agencies, departments, and offices that are not legally separate are part of the Town. Legally separate organizations for which the Town is financially accountable are considered part of the reporting entity. Financial accountability exists if the Town appoints a voting majority of the organization's governing board and is able to impose its will on the organization, or if the organization has the potential to provide benefits to, or impose financial burdens on, the Town.

Based on these criteria, the Town does not include additional organizations in its reporting entity.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Town. For the most part, the effect of interfund activity has been removed from these financial statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for the governmental funds and proprietary fund. Major individual governmental funds and the proprietary fund are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

The *Capital Improvements Fund* is used for the acquisition and construction of major capital facilities and assets (other than those financed by the proprietary fund). Major capital projects are funded with a portion of sales taxes, highway user's taxes and road and bridge taxes.

The *2A Water ASD Fund* accounts for the revenues collected from a 1% sales tax restricted by citizen election for expenditures allocated for water projects.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The *2F Police ASD Fund* accounts for the revenues and expenditures allocated for the Town's police department.

The Town reports the following major proprietary fund:

The *Water Fund* accounts for all activities necessary to provide water services to Town residents.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as is the proprietary fund. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, grants, franchise fees, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered to be measurable and available only when cash is received by the Town.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's proprietary fund are charges to customers or other funds for sales and services. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for a specific use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Balance / Net Position

Cash and Investments – Cash and investments of each of the Town's funds are pooled and invested by the Town. Investments are reported at fair value. For purposes of the statement of cash flows, cash equivalents include investments with original maturities of three months or less.

Receivables – Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Property taxes levied in the current year for collection in the subsequent year are recorded as receivables and deferred inflows of resources at year end. Taxes are due in the subsequent year on April 30, or in two installments on February 28 and June 15. Taxes are collected by the County Treasurer and remitted to the Town on a monthly basis. Grant reimbursements not received before year-end for which eligibility has been met and expenditures have been incurred are reported as grants receivable.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 1: Summary of Significant Accounting Policies (Continued)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Balance / Net Position (Continued)

Interfund Receivables and Payables – Certain transactions between individual funds result in receivables and payables, which are classified on the balance sheet as *interfund receivables* and *interfund payables*. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as *internal balances*.

Capital Assets – Capital assets include property, equipment, water infrastructure and governmental activities infrastructure acquired since 1980. These are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. They are also reported in the proprietary fund in the fund financial statements.

Capital assets are defined as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets are depreciated using the straight-line method over the following estimated useful lives.

Water Rights	50 years
Wells and Treatment Plant	30 years
Infrastructure	30 years
Transmission and Distribution	10 years
Buildings	5 - 30 years
Furniture, Equipment and Vehicles	3 - 10 years
Park and Street Improvements	7 - 20 years

Subscription-based information technology assets (SBITAs), when material, are reported in the government-wide financial statements as a capital asset, net of accumulated amortization. SBITAs are recognized as multi-year noncancellable agreements amortized over the period of the agreement on a straight-line basis.

Deferred Outflows of Resources – This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources until then. This includes pension-related balances.

Deferred Inflows of Resources – This separate financial statement element represents an acquisition of net assets by the Town that is applicable to a future reporting period. Deferred inflows of resources in the governmental fund financial statements include property taxes earned but not available as current financial resources and pension-related balances.

Long-Term Debt – In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities. Debt premiums, discounts and accounting losses resulting from debt refundings are deferred and amortized over the life of the debt using the effective interest method. In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Debt issuance costs, whether or not withheld from the debt proceeds, are reported as current expenses or expenditures.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 1: Summary of Significant Accounting Policies (Continued)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Balance / Net Position (Continued)

Compensated Absences – Personnel accrue unused vacation based on the number of hours worked in a year. Employees may accumulate up to a maximum based on years of service and full-time versus part-time status. Unused accumulated vacation benefits are paid upon separation/termination at their current pay rate up to a maximum of 360 hours. A long-term liability is reported in the government-wide financial statements for the accrued compensated absences when earned. Governmental funds recognize a liability only when payment is due.

All employees begin accruing sick leave upon hire. Full-time employees earn increasing sick leave annually based on tenure, per the accrual schedule. Part-time employees accrue proportionally, based on hours worked relative to a forty (40) hour week. Accrued sick leave is payable upon separation for employees in good standing, up to a 120-hour maximum. The Town estimates the current portion of the sick leave compensated absences long-term liability using a representative sample of active employees. This calculation includes averaging sick hours and pay rates of a sample of existing employees to determine the percentage of average sick leave hours used multiplied by the average pay rate.

Subscription-Based Information Technology Arrangements (SBITAs) – SBITA agreements for noncancellable periods in excess of twelve months, including exercised extensions, are recognized as a liability. The SBITA liability is measured at the present value of lease payments expected to be paid during the lease term based on the Town's implicit interest rate unless the interest rate is provided in the agreement. SBITAs are recognized at the present value of cash flows as a liability and a related right-to-use asset. Payments on the SBITA reduce the liability and amortize the right-to-use asset on a straight-line basis over the life of the SBITA agreement.

Pensions – The Town participates in the Statewide Defined Benefit Plan, a cost-sharing multiple-employer defined benefit pension plan. The plan is administered by the Fire & Police Pension Association of Colorado (FPPA). The net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position, and additions to and deductions from the plans' fiduciary net position have been determined using the economic resources measurement focus and the accrual basis of accounting, the same basis of accounting used by the Statewide Defined Benefit Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Employer contributions are recognized when the compensation is payable to the employees. Investments are reported at fair value.

Postemployment Benefits Other Than Pensions (OPEB) – The Town contributes to the Statewide Death & Disability Plan, a cost-sharing multiple-employer defined benefit death and disability plan administered by the Fire & Police Pension Association of Colorado (FPPA). The plan is funded by member contributions or contributions made on behalf of members. The Town has no requirement to contribute to the plan and does not receive contributions from a non-employer entity. Therefore, the Town does not report a net OPEB liability, or deferred outflows and inflows of resources related to OPEB.

Net Position/Fund Balances – In the government-wide financial statements, net position is restricted when constraints placed on the use of resources are externally imposed. Governmental fund balances are classified as restricted when constraints are placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments. Committed fund balances include resources which are subject to limitations the Town imposes on itself by action of Town Council through ordinances. Committed fund balances also include contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 1: Summary of Significant Accounting Policies (Continued)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Balance / Net Position (Continued)

Commitments may be established, modified, or rescinded only through resolutions approved by Town Council. Assigned fund balances are constrained by an intent to be used for specific purposes but are neither restricted nor committed.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Town considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless Town Council has provided otherwise in its commitment or assignment actions.

Property Taxes

Property taxes normally attach as an enforceable lien on property on January 1, are levied the following December, and are collected in the subsequent calendar year. Taxes are payable in full on April 30, or in two installments on February 28 and June 15. The County Treasurer's Office collects property taxes and remits to the Town on a monthly basis. When taxes become delinquent, the property is sold on the tax sale date.

NOTE 2: Cash and Investments

At December 31, 2025, the Town had the following cash and investments:

Cash on Hand	\$ 861
Deposits	4,076,609
Cash Held by Third Party	600,000
Investments	<u>33,454,419</u>
Total	<u>\$ 38,131,889</u>

Deposits

The Colorado Public Deposit Protection Act (PDPA) requires local government entities to deposit cash in eligible public depositories. Eligibility is determined by State regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. At December 31, 2025, the Town had bank deposits of \$3,840,835 collateralized with securities held by the financial institution's agent but not in the Town's name.

Cash Held by Third Party - At December 31, 2025, the Town held \$600,000 with Flagstar Bank, acting as fiscal agent in connection with the Town's financed purchase agreement. These amounts are restricted by the agreement for quality equipment purchases. Deposits are held in a noninterest bearing bank account as permitted by the agreement. Because these funds are held in trust by the fiscal agent, they are not subject to the Colorado Public Deposit Protection Act. The Town considers the custodial credit risk to be minimal because the funds are held in the Town's name by the trustee.

Investments

The Town is required to comply with State statutes which specify investment instruments meeting defined rating, maturity, and concentration risk criteria in which local governments may invest, which include the following. State statutes do not address custodial risk.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 2: Cash and Investments (Continued)

Investments (Continued)

- Obligations of the United States and certain U.S. Agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptances of certain banks
- Commercial paper
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

At December 31, 2025, the Town had the following investments:

Investment Type	NSRO Rating	Fair Value	Maturity	% of Investments	Fair Value Measurements
			Less Than One Year		
Local Government Pools	AAAm	\$ 8,668,549	\$ 8,668,549	26%	NAV
Money Market Funds	AA	13,747,206	13,747,206	41%	2
U.S. Treasury Securities	Aa1	5,795,070	5,795,070	17%	1
Corporate Bonds	A+	5,243,594	5,243,594	16%	1
Total Investments		<u>\$ 33,454,419</u>	<u>\$ 33,454,419</u>	<u>100%</u>	

Fair Value Measurements - At December 31, 2025, the Town's investments in the local government investment pool were reported at the net asset value per share. The Town's Corporate Bonds and U.S. Treasury Securities were measured utilizing the fair value hierarchy at Level 1. The Town's money markets were measured utilizing the fair value hierarchy at Level 2 as inputs other than quoted prices.

The fair value measurements are categorized by the fair value hierarchy. Valuation inputs are used to measure the fair value of the asset to determine the appropriate category. The categories range from Level 1, which is the highest priority, to Level 3, which is the lower priority and are based on the following criteria:

Level 1 – Unadjusted quoted prices for identical instruments in active markets.

Level 2 – Quoted prices for similar instruments in the active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable.

Level 3 – Valuations derived from valuation techniques in which significant inputs are observable.

Interest Rate Risk - State statutes generally limit investments to an original maturity of five years from the date of purchase unless the governing board authorizes the investment for a period in excess of five years.

Credit Risk - State statutes limit investments in money market funds to those that maintain a constant share price, with a maximum remaining maturity in accordance with the Securities and Exchange Commission's Rule 2a-7, and either have assets of one billion dollars or the highest rating issued by one or more nationally recognized statistical rating organizations (NRSROs).

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 2: Cash and Investments (Continued)

Investments (Continued)

The Town's investments in the Allspring Government Money Market Fund and the Federated Hermes Government Obligation Funds were both rated AA by Moody's, a nationally recognized statistical rating organization (NSRO) with a value of \$13,747,206. The Town's investments in U.S. Treasury Securities were rated Aa1 by Moody's Ratings, with a value of \$5,795,070, and its investments in Corporate Bonds were rated A+ by Moody's Ratings, with a value of \$5,243,594.

Concentration of Credit Risk - State statutes do not limit the amount the Town may invest in a single issuer of investment securities, except for corporate securities.

Local Government Investment Pool - At December 31, 2025, the Town had \$8,668,549 invested in the Colorado Local Government Liquid Asset Trust Plus (ColoTrust), an investment vehicle established for local government entities in Colorado to pool surplus funds (the Pool). The Colorado Division of Securities administers and enforces the requirements of creating and operating the Pool. ColoTrust is measured at the net asset value per share, with each share valued at \$1 for ColoTrust. ColoTrust is rated AAAm by Standard and Poor's. Investments of the Pool is limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by the participating governments.

NOTE 3: Interfund Balances and Transfers

During the year ended December 31, 2025, the 2F Police Fund transferred \$400,000 to the General Fund for public safety activity. The 2A Water Fund transferred \$1,274,400 to the Water Enterprise Fund to subsidize the treatment, transport, and supply of water to the Town's residents. The Park Fee Fund transfer \$20,004 to the General Fund for parks and recreation activities.

NOTE 4: Risk Management

Public Entity Risk Pool

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Town participates in the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a separate and independent governmental and legal entity formed by intergovernmental agreement by member municipalities pursuant to the provisions of 24-10-115.5, Colorado Revised Statutes (1982 Replacement Volume) and the Colorado Constitution, Article XIV, Section 18(2).

The purposes of CIRSA are to provide members with defined liability, property, and workers compensation coverages and to assist members in preventing and reducing losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees, and officers.

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member of CIRSA against stated liability of loss, to the limit of the financial resources of CIRSA. It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members. CIRSA is a separate legal entity, and the Town does not approve budgets, nor does it have the ability to significantly affect the operations of CIRSA.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 5: Capital Assets

Capital asset activity for the year ended December 31, 2025, is summarized below:

	Balance 12/31/2024	Additions	Deletions	Balance 12/31/2025
Governmental Activities:				
Capital Assets, Not Being Depreciated				
Land	\$ 2,944,024	\$ 1,265,280	\$ -	\$ 4,209,304
Construction in Progress	977,901	-	-	977,901
Total Capital Assets, Not Being Depreciated	3,921,925	1,265,280	-	5,187,205
Capital Assets, Being Depreciated / Amortized:				
Buildings	4,200,033	-	-	4,200,033
Infrastructure	8,367,154	-	-	8,367,154
Water Rights	200,231	346,780	-	547,011
Furniture and Fixtures	1,336,116	-	8,290	1,327,826
Vehicles	3,299,256	564,621	647,295	3,216,582
Land Improvements	883,382	-	-	883,382
Infrastructure Improvements	7,544,619	1,041,798	-	8,586,417
Right-to-Use Asset	147,504	-	-	147,504
Total Capital Assets, Being Depreciated / Amortized	25,978,295	1,953,199	655,585	27,275,909
Accumulated Depreciation / Amortization:				
Buildings	(2,282,164)	(145,687)	-	(2,427,851)
Infrastructure	(6,851,042)	(258,943)	-	(7,109,985)
Water Rights	(43,994)	(10,940)	-	(54,934)
Furniture and Fixtures	(718,609)	(65,930)	(8,290)	(776,249)
Vehicles	(1,926,543)	(295,474)	(621,821)	(1,600,196)
Land Improvements	(598,191)	(24,992)	-	(623,183)
Infrastructure Improvements	(5,785,586)	(375,421)	-	(6,161,007)
Right-to-Use Asset	(29,501)	(29,501)	-	(59,002)
Total Accumulated Depreciation / Amortization	(18,235,630)	(1,206,888)	(630,111)	(18,812,407)
Capital Assets, Being Depreciated / Amortized, Net	7,742,665	746,311	25,474	8,463,502
Capital Assets, Governmental Activities, Net	<u>\$ 11,664,590</u>	<u>\$ 2,011,591</u>	<u>\$ 25,474</u>	<u>\$ 13,650,707</u>

In 2025, the Town corrected the prior year classification of capital asset classification between land and construction in progress.

Depreciation expense for governmental activities was charged by function as follows:

General Government	\$ 360,177
Public Safety	187,647
Public Works	606,142
Parks and Recreation	52,922
Total	<u>\$ 1,206,888</u>

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 5: Capital Assets (Continued)

	Balance 12/31/2024	Additions	Deletions	Balance 12/31/2025
Business Type Activities:				
Capital Assets, Not Being Depreciated				
Construction in Progress	\$ 265,145	\$ -	\$ -	\$ 265,145
Capital Assets, Being Depreciated / Amortized:				
Buildings	1,289,644	-	-	1,289,644
Water Transmission & Distribution	2,731,482	-	-	2,731,482
Monument Dam	2,958,357	-	-	2,958,357
Water Rights	125,000	-	-	125,000
Alluvium Wells	420,392	-	-	420,392
Slabaugh Well	191,390	-	-	191,390
Water Treatment Plant	1,199,322	-	-	1,199,322
Wells Treatment	32,455,042	1,054,090	-	33,509,132
Iron Treatment Plant	287,854	-	-	287,854
Equipment F&F	1,513,692	98,792	-	1,612,484
Vehicles	944,908	-	-	944,908
Total Capital Assets, Being Depreciated / Amortized	44,117,083	1,152,882	-	45,269,965
Accumulated Depreciation / Amortization:				
Buildings	(242,898)	(43,317)	-	(286,215)
Water Transmission & Distribution	(2,221,038)	(40,623)	-	(2,261,661)
Monument Dam	(780,520)	(98,612)	-	(879,132)
Water Rights	(77,500)	(2,500)	-	(80,000)
Alluvium Wells	(415,475)	(2,456)	-	(417,931)
Slabaugh Well	(124,408)	(3,828)	-	(128,236)
Water Treatment Plant	(746,765)	(39,977)	-	(786,742)
Wells Treatment	(8,616,347)	(1,086,865)	-	(9,703,212)
Iron Treatment Plant	(287,854)	-	-	(287,854)
Equipment F&F	(1,322,186)	(71,159)	-	(1,393,345)
Vehicles	(497,298)	(79,605)	-	(576,903)
Total Accumulated Depreciation / Amortization	(15,332,289)	(1,468,942)	-	(16,801,231)
Capital Assets, Being Depreciated / Amortized, Net	28,784,794	(316,060)	-	28,468,734
Capital Assets, Business-Type Activities, Net	\$ 29,049,939	\$ (316,060)	\$ -	\$ 28,733,879

Depreciation expense for business-type activities was charged to the Water Fund.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 6: Long-Term Debt

Governmental Activities

Following is a summary of long-term debt transactions for governmental activities the year ended December 31, 2025.

	Balance 12/31/2024	Additions	Reductions	Balance 12/31/2025	Due Within One Year
Governmental Activities					
2025 Financed Purchase	\$ -	\$ 600,000	\$ 33,000	\$ 567,000	\$ 26,000
SBITAs	134,772	-	31,074	103,698	32,758
Compensated Absences	613,823	53,084	-	666,907	69,646
Total	<u>\$ 748,595</u>	<u>\$ 653,084</u>	<u>\$ 64,074</u>	<u>\$ 1,337,605</u>	<u>\$ 128,404</u>

Financed Purchase

During the year ended December 31, 2025, the Town entered into a financed purchase agreement to acquire energy saving equipment in the amount of \$600,000 in addition to the grant award from the State of Colorado in the amount of \$500,000. Interest accrued at 4.95%. Interest payments are due semi-annually on June 1st and December 1st, at a fixed interest rate of 4.95% per annum. Principal payments are due on December 1st, through 2040. The financed purchase is collateralized by the equipment. The State grant requires that the building must be utilized as a Town Hall for 10 years to comply with grant requirements.

Financed purchase payments to maturity are as follows:

<u>Year Ended December 31,</u>	Principal	Interest	Total
2026	\$ 26,000	\$ 28,067	\$ 54,067
2027	28,000	26,780	54,780
2028	29,000	25,394	54,394
2029	30,000	23,958	53,958
2030	32,000	22,473	54,473
2031	34,000	20,889	54,889
2032-2036	195,000	77,715	272,715
2037-2040	193,000	24,453	217,453
Total	<u>\$ 567,000</u>	<u>\$ 249,729</u>	<u>\$ 816,729</u>

Subscription-Based Information Technology Arrangements

During the year ended December 31, 2024, the Town entered into a subscription-based information technology arrangement (SBITA) to acquire software licenses for police equipment for a period of five years. Payments are made annually in the amount of \$38,379, through 2028. The SBITAs are accrued at a fixed implicit interest rate of 5.42% per annum, based on prevailing rates plus the Town's incremental rate. SBITA payments to maturity are as follows:

<u>Year Ended December 31,</u>	Principal	Interest	Total
2026	32,758	5,620	38,378
2027	34,534	3,845	38,379
2028	36,406	1,973	38,379
Total	<u>\$ 103,698</u>	<u>\$ 11,438</u>	<u>\$ 115,136</u>

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 6: Long-Term Debt (Continued)

Business-Type Activities

Following is a summary of long-term debt transactions for business-type activities the year ended December 31, 2025.

	Balance 12/31/2024	Additions	Reductions	Balance 12/31/2025	Due Within One Year
Business-Type Activities					
COPs, Series 2020	\$ 17,860,000	\$ -	\$ 560,000	\$ 17,300,000	\$ 580,000
COPs Premium	1,928,320	-	155,605	1,772,715	-
Compensated Absences	77,713	-	5,818	71,895	7,190
Total	<u>\$ 19,866,033</u>	<u>\$ -</u>	<u>\$ 721,423</u>	<u>\$ 19,144,610</u>	<u>\$ 587,190</u>

Certificates of Participation, Series 2020

In November 2020, the Town issued Certificates of Participation, Series 2020, for the purpose of financing the acquisition, construction, and installation of water improvements. Principal payments are due annually on December 1, through 2045. Interest payments are due semi-annually on June 1st and December 1st, with interest accruing at a fixed rate of 4% per annum. The Town utilizes the acquired/constructed property as collateral on the Certificates of Participation. Pursuant to the provisions of the lease, the Certificates of Participation shall be called for redemption if the lease is terminated due to the occurrence of an event of non-appropriation or the occurrence and continuation of an Event of Default under the Lease. The redemption price will be equal to the principal amount of the Certificates of Participation and receipt of indemnity to satisfaction. Certificates of participation payments to maturity are as follows:

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 580,000	\$ 692,000	\$ 1,272,000
2027	605,000	668,800	1,273,800
2028	630,000	644,600	1,274,600
2029	655,000	619,400	1,274,400
2030	680,000	593,200	1,273,200
2031-2035	3,825,000	2,536,000	6,361,000
2036-2040	4,660,000	1,706,800	6,366,800
2041-2045	5,665,000	697,600	6,362,600
Total	<u>\$ 17,300,000</u>	<u>\$ 8,158,400</u>	<u>\$ 25,458,400</u>

NOTE 7: Employee Retirement Plans

Police Pension Plan

Plan Description - The Town contributes to the Statewide Retirement Plan (the SRP Plan), Social Security Component, a cost-sharing multiple-employer defined benefit pension plan. The SRP Plan provides retirement benefits for members and beneficiaries. Death and disability coverage is provided for members hired prior to January 1, 1997, through the Statewide Death and Disability Plan (the SWDD plan), which is also administered by the FPPA as a non-contributory plan. Full-time police officers of the Town are members of the SRP Plan and the SWDD Plan. Local revenue sources are responsible for funding of the death and disability benefits for police officers and firefighters hired on or after January 1, 1997.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 7: Employee Retirement Plans (Continued)

Police Pension Plan (Continued)

Title 31, Article 31 of the Colorado Revised Statutes (CRS) grants the authority to establish and amend benefit terms to the FPPA Board of Directors. FPPA issues a publicly available financial report that includes information on the plans. That report may be obtained at www.fppaco.org.

Benefits Provided - A SRP Plan member is eligible for a normal retirement pension once the member has completed 25 years of credited service and has attained the age of 55. Effective January 1, 2021, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80). A member is eligible for retirement after attainment of age 55 with at least five years of credited service.

The annual normal retirement benefit for the Plan is 2% of the average of the member's highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5% for each year of service thereafter. The benefit earned prior to January 1, 2007, for members of affiliated Social Security employers will be reduced by the amount of Social Security income payable to the member annually, calculated considering the social security benefit started as of age 62. Effective January 1, 2007, members covered under the Social Security Component will receive half the benefit when compared to the Statewide Retirement Plan for each year of credited service up to then years plus 1.25% of the average of the member's highest three years' base salary for each year thereafter.

Benefit adjustments paid to retired members are evaluated annually and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from 0% to the higher of 3% or the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

A member is eligible for early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5% as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the Plan and remain eligible for a retirement pension at age 55 equal to 1% of the member's average highest three years' pensionable earnings for each year of credited service up to ten years, plus 1.25% for each year of service thereafter.

Contributions – The FPPA Board of Directors sets contribution rates at a level that enables all benefits to be fully funded at the retirement date of all members. Employee contribution rates can be amended by the State Legislature or by election of the membership. The Town and eligible employees are required to contribute to the SRP Plan at rates established by State statutes. Employer contribution rates can only be amended by the State Legislature.

Members contribute 5.25% of base salary. Employer contribution rates will increase 0.25% annually beginning in 2023 through 2030 to a total of 6.5% of pensionable earnings. Increases will result in a combined contribution rate of 12.5% of pensionable earnings in 2030. In 2024, the Town's contribution to the SRP plan was \$131,896. The Town and eligible employees each contributed 5.25% and 6% of base salary, respectively, for the year ended December 31, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024, the Town reported a net pension liability of zero for its proportionate share of the SRP Plan.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 7: Employee Retirement Plans (Continued)

Police Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The net pension liability was measured at December 31, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2025. The Town's proportion of the net pension liability was based on a projection of the Town's contributions to the Plan for the calendar year ended December 31, 2025, relative to the projected contributions of all participating employers.

At December 31, 2024, the Town's proportion was 0.10295995%, which was an increase of 0.00987402% from its proportion measured at December 31, 2023.

For the year ended December 31, 2025, the Town recognized pension expense (income) of \$169,577. At December 31, 2024, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 247,411	\$ 7,739
Changes of assumptions	88,546	-
Net difference between projected and actual earnings on plan investments	35,147	-
Changes in proportion	23,700	106,885
Contributions subsequent to the measurement date	131,896	-
Total	<u>\$ 526,700</u>	<u>\$ 114,624</u>

Town contributions subsequent to the measurement date of \$131,896 will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended December 31,	
2026	\$ 84,860
2027	130,693
2028	627
2029	513
2030	21,849
Thereafter	41,638
Total	<u>\$ 280,180</u>

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 7: Employee Retirement Plans (Continued)

Police Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

Actuarial Assumptions - The actuarial valuation as of January 1, 2024, determined the total pension liability using the following actuarial assumptions and other inputs.

Actuarial Method	Entry Age Normal
Investment rate of return, compounded annually, net of plan investment expenses, including inflation	7.0%
Inflation	2.5%
Projected salary increases, including inflation	4.25% - 11.75%
Cost of living adjustments (COLA)	0.0%

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables for males and females, amount-weighted, and then projected using the ultimate values of the MP-2020 projection scale for all years. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

For determining the actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Health Annuitant Mortality Tables projected with the ultimate values of the MP-2020 projection scale. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2023 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Company, based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2024. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5%). Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of December 31, 2024, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35%	8.33%
Equity Long/Short	6%	7.27%
Private Markets	34%	10.31%
Fixed Income	10%	5.35%
Absolute Return	5%	5.89%
Managed Futures	9%	6.39%
Cash	1%	4.32%
Total	100%	

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 7: Employee Retirement Plans (Continued)

Police Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

Discount Rate - The discount rate used to measure the total pension liability was 7%. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SRP plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The COLA assumption reflects the true nature of Board's Benefit Policy, which includes a variable COLA and supplemental payments. Consistent with Board's policy, the COLA assumption will fluctuate from year-to-year depending on the plan experience and the long-term COLA assumption which results in no Net Pension Asset. If current assets do not support Total Pension Liabilities using a COLA assumption of greater than 0%, then a COLA assumption of 0% will be used and a Net Pension Liability will be reported.

Projected benefit payments are required to be discounted to their actuarial present values using a single discount rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7%. The municipal bond rate is 4.08%, based on the weekly rate closest to but not later than the measurement date of the "state and local bonds" rate from Federal Reserve statistical release. The resulting single discount rate is 7% percent.

Regarding the sensitivity of the net pension liability (asset) to changes in the single discount rate, the following presents the plan's net pension liability (asset), calculated using a single discount rate of 7%, as well as what the plan's net pension liability (asset) would be if it were calculated using a single discount rate that is 1% lower or 1% higher.

	1% Decrease (6%)	Current Discount Rate (7%)	1% Increase (8%)
Proportionate share of the SWDB			
Net Pension Asset (Liability)	<u>\$ 502,435</u>	<u>\$ -</u>	<u>\$ -</u>

Defined Contribution Pension Plans

The Town offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 401(a). The plan is available to all Town employees and permits them to defer a portion of their salary until future years. The Town matches employee contributions at a rate of two to one up to 6% of eligible salary. During the year ended December 31, 2025, the Town contributions were \$425,967 equal to the required contribution. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 7: Employee Retirement Plans (Continued)

Defined Contribution Pension Plans (Continued)

The Town offers its FPPA-eligible employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits them to defer a portion of their salary until future years. The Town matches employee contributions at a rate of two to one up to 3% of eligible salary. During the year ended December 31, 2025, the Town contributions were \$242,658 equal to the required contribution. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

NOTE 8: Other Postemployment Benefits

Statewide Death & Disability Plan

Plan Description - The Town contributes to the Statewide Death and Disability Plan (the SD&D Plan), cost sharing multiple-employer defined benefit death and disability plan administered by the Fire & Police Pension Association of Colorado (FPPA). All full-time police officers are members of the plan. Contributions to the plan are used solely for the payment of death and disability benefits. Benefits are established by State statute and generally allow for benefits upon the death or disability of a plan member prior to retirement. FPPA issues a publicly available annual financial report that includes financial statements and required supplementary information for the plan. That report may be obtained at www.fppaco.org.

Benefits Provided - The plan provides pre-retirement death benefits, as follows:

- Off-duty: 40% of the base salary paid to the member prior to death, with an additional 10% of base salary if a surviving spouse has two or more dependent children.
- On-duty: 70% of the base salary paid to the member prior to death.

Disability benefits are as follows:

- 70% of the base salary preceding disability.
- Permanent occupational disability: 50% of the base salary preceding disability.
- Temporary occupational disability: 40% of the base salary preceding disability for up to 5 years.

Benefit adjustments are granted periodically at the discretion of the FPPA Board of Directors. Total disability retirees receive an automatic increase of 3%. For other annuitants, the increase may reflect CPI, but in no case may it be higher than 3%. Once a member is eligible to retire, all plan benefit obligations cease.

Contributions - The contribution requirements are established by State statutes. However, in accordance with Colorado Revised Statutes (CRS) 31-31-811(4), the FPPA Board of Directors, based on an annual actuarial valuation, may adjust the contribution rate every two years, but in no event may the adjustment for any two-year period exceed one-tenth of one percent of the member's salary. As of 2020, the FPPA Board may adjust the required contribution rate annually by a maximum of 0.2%.

Town Council determines the required contributions for the Town and the members to the SD&D Plan and whether the contributions are paid individually or jointly. No contributions are required for members hired prior to January 1, 1997. For members hired on or after January 1, 1997, the Town contributed 3.6% of base salaries on behalf of the members during the year ended December 31, 2025, in the amount of \$95,785, equal to the required contributions.

The Town has no requirement to contribute to the plan and does not receive contributions from a non-employer entity. Therefore, the Town does not report a net OPEB liability, or deferred outflows and inflows of resources related to OPEB. Any contributions to the SD&D Plan are considered to be "member contributions." OPEB Plan Fiduciary Net Position - Detailed information about the plan's fiduciary net position is available in FPPA's separately issued financial report, which may be obtained at www.fppaco.org.

TOWN OF MONUMENT, COLORADO
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2025

NOTE 9: Commitments and Contingencies

Claims and Judgments

The Town participates in a number of federal, state, and local programs that are fully or partially funded by grants received from other governmental entities. Expenditures financed by grants are subject to audit by the appropriate grantor government. If expenditures are disallowed due to noncompliance with grant program regulations, the Town may be required to reimburse the grantor government. At December 31, 2025, significant amounts of grant expenditures have not been audited but management believes that disallowed expenditures, if any, based on subsequent audits will not have a material effect on the overall financial position of the Town.

Tabor Amendment

In November 1992, Colorado voters passed Article X, Section 20 (the Amendment) to the State Constitution which limits state and local government taxing powers and imposes spending limits. The Town is subject to the Amendment.

The Amendment requires the Town to establish a reserve for emergencies, representing 3% of qualifying expenditures. At December 31, 2025, the Town's emergency reserve was reported as restricted fund balance in the General Fund in the amount of \$620,000.

Litigation

The Town from time to time is involved in various legal matters. In the opinion of the Town's counsel, there are no pending legal issues that would have a material adverse effect on the financial condition of the Town.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
Year Ended December 31, 2025

	BUDGET			VARIANCE
	ORIGINAL	FINAL	ACTUAL	Positive (Negative)
REVENUES				
Taxes				
Property Taxes	\$ 1,506,340	\$ 1,581,340	\$ 1,582,478	\$ 1,138
Specific Ownership Taxes	127,372	133,284	151,485	18,201
Sales Taxes	6,644,894	9,045,326	9,160,888	115,562
Other Taxes	716,383	826,808	801,170	(25,638)
Total Taxes	8,994,989	11,586,758	11,696,021	109,263
Intergovernmental	1,507,801	1,071,856	2,349,411	1,277,555
Licenses and Permits				
Liquor Licenses	10,991	10,991	5,140	(5,851)
Land Use Permits	48,850	48,850	62,351	13,501
Other Licenses and Permits	66,140	66,140	65,189	(951)
Total Licenses and Permits	125,981	125,981	132,680	6,699
Court Fines and Fees	50,591	73,584	87,310	13,726
Charges for Services				
Administrative Fee - Water Fund	-	1,052,854	1,052,854	-
Cemetery Fees	2,250	2,250	5,220	2,970
Planning Fees	87,171	87,171	44,360	(42,811)
Engineering and Inspection Fees	89,600	89,600	121,181	31,581
Building Rentals	8,400	24,000	24,000	-
Other Charges for Services	20,950	20,950	29,127	8,177
Total Charges for Services	208,371	1,276,825	1,276,742	(83)
Investment Income	700,000	700,000	1,177,584	477,584
Miscellaneous Revenues	-	-	26,435	26,435
TOTAL REVENUES	11,587,733	14,835,004	16,746,183	1,911,179

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
Year Ended December 31, 2025

	BUDGET		ACTUAL	VARIANCE
	ORIGINAL	FINAL		Positive (Negative)
EXPENDITURES				
Current				
General Government	4,903,823	7,301,434	7,982,710	(681,276)
Public Safety	4,331,443	4,103,332	3,598,543	504,789
Public Works	2,274,108	2,348,347	1,648,704	699,643
Parks and Recreation	1,021,149	1,044,730	856,099	188,631
Capital Outlay	872,000	1,877,266	531,482	1,345,784
Debt Service				
Principal	-	33,000	33,000	-
Interest	-	21,945	21,945	-
TOTAL EXPENDITURES	13,402,523	16,730,054	14,672,483	2,057,571
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,814,790)	(1,895,050)	2,073,700	3,968,750
OTHER FINANCING SOURCES (USES)				
Proceeds from the				
Sale of Capital Assets	5,750	5,750	4,950	(800)
Proceeds from Financed Purchase	-	600,000	600,000	-
Transfers In	20,000	20,000	420,004	400,004
Transfers Out	(2,077,779)	(582,774)	-	582,774
TOTAL OTHER FINANCING SOURCES (USES)	(2,052,029)	42,976	1,024,954	981,978
CHANGE IN FUND BALANCE	(3,866,819)	(1,852,074)	3,098,654	4,950,728
FUND BALANCE, Beginning	6,389,307	5,984,162	6,309,080	324,918
FUND BALANCE, Ending	\$ 2,522,488	\$ 4,132,088	\$ 9,407,734	\$ 5,275,646

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
2F POLICE FUND
Year Ended December 31, 2025

	BUDGET		ACTUAL	VARIANCE
	ORIGINAL	FINAL		Positive (Negative)
REVENUES				
Sales Taxes	\$ 2,002,314	\$ 1,852,314	\$ 1,867,047	\$ 14,733
EXPENDITURES				
Public Safety	1,966,189	1,730,236	1,665,848	64,388
Capital Outlay	300,379	300,379	495,552	(195,173)
Debt Service				
Principal	-	-	31,074	(31,074)
Interest	-	-	7,305	(7,305)
TOTAL EXPENDITURES	2,266,568	2,030,615	2,199,779	(169,164)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(264,254)	(178,301)	(332,732)	(154,431)
OTHER FINANCING SOURCES (USES)				
Transfers Out	-	(400,000)	(400,000)	-
CHANGE IN FUND BALANCE	(264,254)	(578,301)	(732,732)	(154,431)
FUND BALANCE, Beginning	300,000	901,741	1,301,676	399,935
FUND BALANCE, Ending	\$ 35,746	\$ 323,440	\$ 568,944	\$ 245,504

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
2A WATER ASD FUND
Year Ended December 31, 2025

	BUDGET			VARIANCE
	ORIGINAL	FINAL	ACTUAL	Positive (Negative)
REVENUES				
Sales Taxes	\$ 2,560,486	\$ 2,797,620	\$ 2,826,711	\$ 29,091
Investment Income	35,000	35,000	185,474	150,474
TOTAL REVENUES	2,595,486	2,832,620	3,012,185	179,565
EXPENDITURES				
Public Works	232,487	982,487	241,254	741,233
Capital Outlay	6,350,000	2,100,000	469,030	1,630,970
Other	750,000	-	-	-
TOTAL EXPENDITURES	7,332,487	3,082,487	710,284	2,372,203
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(4,737,001)	(249,867)	2,301,901	2,551,768
OTHER FINANCING SOURCES (USES)				
Transfers Out	(1,270,800)	(1,270,800)	(1,274,400)	(3,600)
CHANGE IN FUND BALANCE	(6,007,801)	(1,520,667)	1,027,501	2,548,168
FUND BALANCE, Beginning	7,448,821	9,559,395	9,559,396	1
FUND BALANCE, Ending	\$ 1,441,020	\$ 8,038,728	\$ 10,586,897	\$ 2,548,169

TOWN OF MONUMENT, COLORADO
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY AND CONTRIBUTIONS
FPPA STATEWIDE RETIREMENT PLAN
December 31, 2025

MEASUREMENT YEAR	2025	2024	2023
Plan Measurement Year End	December 31,	December 31,	December 31,
PROPORTIONATE SHARE OF THE NET PENSION LIABILITY			
Town's Proportion of the Net Pension (Asset) Liability	0.10295995%	0.09308593%	0.09584012%
Town's Proportionate Share of the Net Pension (Asset) Liability	\$ -	\$ -	\$ 85,069
Town's Covered Payroll	\$ 2,516,641	\$ 1,829,032	\$ 1,667,644
Town's Proportionate Share of the Net Pension (Asset) Liability as a Percentage of Covered Payroll	0.0%	0.0%	5.1%
Plan Fiduciary Net Position as a Percentage of the Total Pension Asset / Liability	100.0%	100.0%	97.6%
FISCAL YEAR			
TOWN CONTRIBUTIONS	2025	2024	2023
Statutorily Required Contribution	\$ 131,896	\$ 116,678	\$ 86,879
Contributions in Relation to the Statutorily Required Contribution	(131,896)	(116,678)	(86,879)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -
Town's Covered Payroll	\$ 2,352,468	\$ 2,352,468	\$ 1,829,032
Contributions as a Percentage of Covered Payroll	5.61%	4.96%	4.75%

This schedule is presented to show information for 10 years. The full 10-year presentation will be shown when available.

<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
<u>December 31,</u>	<u>December 31,</u>	<u>December 31,</u>	<u>December 31,</u>
0.07679290%	0.07407009%	0.08185016%	0.07666185%
\$ (416,167)	\$ (160,806)	\$ (46,291)	\$ (96,922)
\$ 1,167,711	\$ 1,057,667	\$ 1,072,466	\$ 912,933
-35.6%	-15.2%	-4.3%	-10.6%
116.2%	116.2%	116.2%	116.2%
<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
\$ 75,044	\$ 52,547	\$ 47,595	\$ 48,261
<u>(75,044)</u>	<u>(52,547)</u>	<u>(47,595)</u>	<u>(48,261)</u>
\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
\$ 1,667,644	\$ 1,167,711	\$ 1,057,667	\$ 1,072,466
4.5%	4.5%	4.5%	4.5%

TOWN OF MONUMENT, COLORADO
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2025

NOTE 1: Stewardship, Compliance, and Accountability

Budgetary Information

Budgets are adopted for all funds on a basis consistent with generally accepted accounting principles. The Town adheres to the following procedures to establish the budgetary information reflected in the financial statements.

- In October, management submits to the Town Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally enacted through passage of an ordinance.
- Expenditures may not legally exceed appropriations at the fund level. Any budget revisions that alter the total expenditures of any fund must be approved by the Town Council.
- Budgets are legally adopted for all funds of the Town. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP) except for certain interfund transactions that are reported as revenues and expenditures on the budgetary basis but not the GAAP basis of accounting. Budgetary comparisons presented for the Proprietary Fund are presented on a non-GAAP budgetary basis. Debt principal is recognized as an expenditure for budgetary purposes. Capital outlay is budgeted as an expenditure, and depreciation and amortization are not budgeted.
- All budget appropriations lapse at fiscal year-end.

NOTE 2: Significant Assumptions in the Actuarially Determined Pension Plan

An actuarial valuation is performed every two years to determine the pension benefit obligation. The latest available actuarial valuation was performed as of January 1, 2025. The measurement date was December 31, 2024. The following assumptions were used in computing the pension benefit obligation for this plan:

TOTAL PENSION LIABILITY	2025	2024
Actuarial Valuation Date	January 1, 2025	January 1, 2024
Actuarial Method	Entry Age Normal	Entry Age Normal
Investment rate of return, compounded annually, net of plan investment expenses, including inflation	7.0%	7.0%
Inflation	2.5%	2.5%
Projected salary increases, including inflation	4.25% - 11.75%	4.25% - 11.25%
Cost of living adjustments (COLA)	0.0%	0.0%

ACTUARIAL DETERMINED CONTRIBUTIONS	2025	2024
Actuarial Valuation Date	January 1, 2024	January 1, 2023
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Period	Level % of Payroll, Open	Level % of Payroll, Open
Remaining Amortization Period	30 Years	30 Years
Investment rate of return, compounded annually, net of plan investment expenses, including inflation	7.0%	7.0%
Inflation	2.5%	2.5%
Projected salary increases, including inflation	4.25% - 11.75%	4.25% - 11.25%
Cost of living adjustments (COLA)	0.0%	0.0%

TOWN OF MONUMENT, COLORADO
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2025

NOTE 2: Significant Assumptions in the Actuarially Determined Pension Plan (Continued)

Pre-retirement mortality assumptions were based upon the 2006 central rates from the RP-2014 Employee Mortality Tables for males and females projected to 2018 using the MP-2017 projection scales, and then projected prospectively using the ultimate rates of the scale for all years, 50% multiplier for off-duty mortality.

The Town increased the employer portion of the salary scale by 0.25% annually, as intended by the plan through 2030.

Effective January 1, 2023, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables for males and females, amount-weighted, and then projected using the ultimate values of the MP-2020 projection scale for all years.

The pre-retirement mortality assumption uses Pub-2010 Safety Healthy Employee Mortality Tables for males and females, amount-weighted, and then projected with the MP-2020 Ultimate projection scale.

The pre-retirement non-duty mortality tables are adjusted to 60% multiplier. The on-duty mortality rate is 0.000015. The occupational disability mortality assumption uses the non-disabled post-retirement mortality tables set forward three years. The total disability mortality assumption uses the Pub-210 Safety Healthy Retiree Mortality tables for males and females, amount-weighted, set forward five years, projected with the ultimate values of the MP-2020 projection scale, with minimum probability of 3.5% for males and 2.5% for females.

The actuarial method used for the valuation of benefits for funding and financial reporting purposes is specific by the state statute to be either the Entry Age Normal or Aggregate Cost Method, with experience gains or losses adjusting the unfunded actuarial accrued liability.

The actuarial assumptions shown above are associated with the Actuarially Determined Contribution for the Fiscal Year Ending December 31, 2024. The actuarial assumptions were changed for the Actuarial Valuation as of January 1, 2025, and as such, the Total Pension Liability was measured using those assumptions for the fiscal year ended December 31, 2025, with a one-year lag.

**COMBINING AND INDIVIDUAL NONMAJOR FUND STATEMENTS
AND BUDGETARY COMPARISON SCHEDULES**

TOWN OF MONUMENT, COLORADO
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
December 31, 2025

	<u>COMMUNITY DEVELOPMENT</u>	<u>TRAFFIC IMPACT FEE</u>	<u>STORM DRAINAGE IMPACT FEE</u>
ASSETS			
Cash and Investments	\$ 229,179	\$ 641,029	\$ 333,690
FUND BALANCES			
Restricted for:			
Conservation Trust	-	-	-
Parks and Recreation	-	-	-
Committed for:			
Community Development	229,179	-	-
Assigned to:			
Capital Projects	<u>-</u>	<u>641,029</u>	<u>333,690</u>
TOTAL FUND BALANCES	<u>\$ 229,179</u>	<u>\$ 641,029</u>	<u>\$ 333,690</u>

PARK FEE	CONSERVATION TRUST	TOTAL
\$ 289,144	\$ 227,237	\$ 1,720,279
-	227,237	227,237
289,144	-	289,144
-	-	229,179
-	-	974,719
\$ 289,144	\$ 227,237	\$ 1,720,279

TOWN OF MONUMENT, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
Year Ended December 31, 2025

	<u>COMMUNITY DEVELOPMENT</u>	<u>TRAFFIC IMPACT FEE</u>	<u>STORM DRAINAGE IMPACT FEE</u>
REVENUES			
Impact Fees	\$ -	\$ 196,427	\$ 103,001
Intergovernmental	-	-	540,174
Licenses and Permits	111,665	-	-
Charges for Services	-	-	-
Investment Income	1,842	5,583	1,875
Miscellaneous	15,411	-	-
	<u>128,918</u>	<u>202,010</u>	<u>645,050</u>
TOTAL REVENUES	<u>128,918</u>	<u>202,010</u>	<u>645,050</u>
EXPENDITURES			
Current			
General Government	80,677	-	-
Parks and Recreation	-	-	-
Capital Outlay	-	10,820	548,922
	<u>80,677</u>	<u>10,820</u>	<u>548,922</u>
TOTAL EXPENDITURES	<u>80,677</u>	<u>10,820</u>	<u>548,922</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>48,241</u>	<u>191,190</u>	<u>96,128</u>
OTHER FINANCING SOURCES (USES)			
Transfers Out	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
CHANGES IN FUND BALANCES	48,241	191,190	96,128
FUND BALANCES, Beginning	<u>180,938</u>	<u>449,839</u>	<u>237,562</u>
FUND BALANCES, Ending	<u>\$ 229,179</u>	<u>\$ 641,029</u>	<u>\$ 333,690</u>

PARK FEE	CONSERVATION TRUST	TOTAL
\$ -	\$ -	\$ 299,428
117,731	95,050	752,955
-	-	111,665
11,957	-	11,957
-	1,460	10,760
1,092	-	16,503
<u>130,780</u>	<u>96,510</u>	<u>1,203,268</u>
-	-	80,677
-	20,001	20,001
205,560	-	765,302
<u>205,560</u>	<u>20,001</u>	<u>865,980</u>
<u>(74,780)</u>	<u>76,509</u>	<u>337,288</u>
<u>-</u>	<u>(20,004)</u>	<u>(20,004)</u>
(74,780)	56,505	317,284
<u>363,924</u>	<u>170,732</u>	<u>1,402,995</u>
\$ <u><u>289,144</u></u>	\$ <u><u>227,237</u></u>	\$ <u><u>1,720,279</u></u>

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT FUND
Year Ended December 31, 2025

	BUDGET		ACTUAL	VARIANCE
	ORIGINAL	FINAL		Positive (Negative)
REVENUES				
Licenses and Permits	\$ 45,400	\$ 45,400	\$ 111,665	\$ 66,265
Investment Income	400	400	1,842	1,442
Miscellaneous	10,000	10,000	15,411	5,411
TOTAL REVENUES	55,800	55,800	128,918	73,118
EXPENDITURES				
General Government	179,747	179,747	80,677	99,070
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(123,947)	(123,947)	48,241	172,188
OTHER FINANCING SOURCES				
Transfers In	38,520	38,520	-	(38,520)
CHANGE IN FUND BALANCE	(85,427)	(85,427)	48,241	133,668
FUND BALANCE, Beginning	108,114	180,938	180,938	-
FUND BALANCE, Ending	\$ 22,687	\$ 95,511	\$ 229,179	\$ 133,668

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
TRAFFIC IMPACT FEE FUND
Year Ended December 31, 2025

	BUDGET			VARIANCE
	ORIGINAL	FINAL	ACTUAL	Positive (Negative)
REVENUES				
Impact Fees	\$ 77,063	\$ 77,063	\$ 196,427	\$ 119,364
Investment Income	1,200	1,200	5,583	4,383
TOTAL REVENUES	78,263	78,263	202,010	123,747
EXPENDITURES				
Capital Outlay	100,000	100,000	10,820	89,180
CHANGE IN FUND BALANCE	(21,737)	(21,737)	191,190	212,927
FUND BALANCE, Beginning	334,966	449,838	449,839	1
FUND BALANCE, Ending	\$ 313,229	\$ 428,101	\$ 641,029	\$ 212,928

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
STORM DRAINAGE IMPACT FEE FUND
Year Ended December 31, 2025

	BUDGET		ACTUAL	VARIANCE
	ORIGINAL	FINAL		Positive (Negative)
REVENUES				
Impact Fees	\$ 60,000	\$ 60,000	\$ 103,001	\$ 43,001
Intergovernmental	-	540,174	540,174	-
Investment Income	250	250	1,875	1,625
TOTAL REVENUES	60,250	600,424	645,050	44,626
EXPENDITURES				
Capital Outlay	2,142,765	654,000	548,922	105,078
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,082,515)	(53,576)	96,128	149,704
OTHER FINANCING SOURCES (USES)				
Transfers In	2,035,179	-	-	-
CHANGE IN FUND BALANCE	(47,336)	(53,576)	96,128	149,704
FUND BALANCE, Beginning	226,507	237,562	237,562	-
FUND BALANCE, Ending	\$ 179,171	\$ 183,986	\$ 333,690	\$ 149,704

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
PARK FEE FUND
Year Ended December 31, 2025

	BUDGET		ACTUAL	VARIANCE
	ORIGINAL	FINAL		Positive (Negative)
REVENUES				
Intergovernmental	\$ -	\$ -	\$ 117,731	\$ 117,731
Charges for Services	90,100	157,831	11,957	(145,874)
Miscellaneous			1,092	1,092
TOTAL REVENUES	90,100	157,831	130,780	(27,051)
EXPENDITURES				
Capital Outlay	263,000	201,231	205,560	(4,329)
CHANGE IN FUND BALANCE	(172,900)	(43,400)	(74,780)	(31,380)
FUND BALANCE, Beginning	176,794	363,924	363,924	-
FUND BALANCE, Ending	\$ 3,894	\$ 320,524	\$ 289,144	\$ (31,380)

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
CONSERVATION TRUST FUND
Year Ended December 31, 2025

	BUDGET			VARIANCE
	ORIGINAL	FINAL	ACTUAL	Positive (Negative)
REVENUES				
Intergovernmental	\$ 96,280	\$ 96,280	\$ 95,050	\$ (1,230)
Investment Income	500	500	1,460	960
TOTAL REVENUES	96,780	96,780	96,510	(270)
EXPENDITURES				
Parks and Recreation	61,500	61,500	20,001	41,499
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	35,280	35,280	76,509	41,229
OTHER FINANCING SOURCES (USES)				
Transfers Out	(20,000)	(20,000)	(20,004)	(4)
CHANGE IN FUND BALANCE	15,280	15,280	56,505	41,225
FUND BALANCE, Beginning	135,121	170,808	170,732	(76)
FUND BALANCE, Ending	\$ 150,401	\$ 186,088	\$ 227,237	\$ 41,149

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
CAPITAL IMPROVEMENT FUND
Year Ended December 31, 2025

	BUDGET			VARIANCE
	ORIGINAL	FINAL	ACTUAL	Positive (Negative)
REVENUES				
Use Taxes	\$ 1,510,614	\$ 1,010,614	\$ 778,775	\$ (231,839)
Intergovernmental	355,858	6,224,376	634,770	(5,589,606)
Investment Income	2,000	2,000	4,989	2,989
TOTAL REVENUES	1,868,472	7,236,990	1,418,534	(5,818,456)
EXPENDITURES				
Public Works	-	-	495,697	(495,697)
Capital Outlay	4,040,000	1,715,775	713,520	1,002,255
TOTAL EXPENDITURES	4,040,000	1,715,775	1,209,217	506,558
CHANGE IN FUND BALANCE	(2,171,528)	5,521,215	209,317	(5,311,898)
FUND BALANCE, Beginning	2,190,110	2,962,508	3,183,459	220,951
FUND BALANCE, Ending	\$ 18,582	\$ 8,483,723	\$ 3,392,776	\$ (5,090,947)

TOWN OF MONUMENT, COLORADO
BUDGETARY COMPARISON SCHEDULE
WATER FUND (BUDGETARY BASIS TO GAAP BASIS)
Year Ended December 31, 2025

	BUDGET			VARIANCE
	ORIGINAL	FINAL	ACTUAL	Positive (Negative)
OPERATING REVENUES				
Charges for Services	\$ 2,540,782	\$ 2,540,782	\$ 2,836,424	\$ 295,642
Miscellaneous	14,000	-	19	19
TOTAL OPERATING REVENUES	2,554,782	2,540,782	2,836,443	295,661
OPERATING EXPENSES				
Operations	4,261,418	4,614,082	3,028,999	1,585,083
Capital Outlay	1,895,000	1,918,735	1,152,882	765,853
TOTAL OPERATING EXPENSES	6,156,418	6,532,817	4,181,881	2,350,936
NET OPERATING INCOME (LOSS)	(3,601,636)	(3,992,035)	(1,345,438)	2,646,597
NONOPERATING REVENUES (EXPENSES)				
Sales Tax	326,114	(411,020)	-	411,020
Investment Income	100,000	100,000	70,658	(29,342)
Debt Service				
Principal	(560,000)	(560,000)	(560,000)	-
Interest and Fiscal Charges	(714,400)	(714,400)	(776,202)	(61,802)
TOTAL NONOPERATING REVENUES (EXPENSES)	(848,286)	(1,585,420)	(1,265,544)	319,876
NET INCOME (LOSS) BEFORE CAPITAL CHARGES	(4,449,922)	(5,577,455)	(2,610,982)	2,966,473
CAPITAL CHARGES AND TRANSFERS				
Tap and Meter Fees	566,950	566,950	166,037	(400,913)
Transfers In	1,274,400	1,274,400	1,274,400	-
TOTAL CAPITAL CHARGES AND TRANSFERS	1,841,350	1,841,350	1,440,437	(400,913)
CHANGE IN NET POSITION, Budgetary Basis	\$ (2,608,572)	\$ (3,736,105)	\$ (1,170,545)	\$ 2,565,560
RECONCILIATION TO GAAP BASIS				
Capital Outlay			1,152,882	
Debt Principal			560,000	
Debt Premium Amortization			155,605	
Change in Accrued Interest Payable			1,867	
Change in Compensated Absences			11,385	
Depreciation			(1,468,942)	
CHANGE IN NET POSITION, GAAP Basis			(757,748)	

COMPLIANCE SECTION

SINGLE AUDIT

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and the Members of the Town Council
Town of Monument, Colorado
Monument, Colorado

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town of Monument, Colorado (the Town) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town and have issued our report thereon dated June 30, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, report on, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Honorable Mayor and Members of the Town Council
Town of Monument, Colorado

Town's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Town's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

DMC Auditing and Consulting, LLC

June 30, 2026
Bailey, Colorado

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM, INTERNAL CONTROL OVER COMPLIANCE,
AND THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and the Members of the Town Council
Town of Monument, Colorado
Monument, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Town of Monument, Colorado's (the Town) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs for the year ended December 31, 2025. the Town's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Town's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and to express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the Town's internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies may exist that were not identified.

Honorable Mayor and Members of the Town Council
Town of Monument, Colorado

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

DMC Auditing and Consulting, LLC

June 30, 2026
Bailey, Colorado

TOWN OF MONUMENT, COLORADO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended December 31, 2025

SECTION I: SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with accounting principles generally accepted in the United States of America (GAAP): Unmodified

Internal control over financial reporting:

- Material weaknesses identified? ☒ Yes ☐ No
- Significant deficiencies identified? ☐ Yes ☒ None Reported

Noncompliance material to the financial statements noted?

☐ Yes ☒ No

Federal Awards

Internal control over major federal programs:

- Material weaknesses identified? ☐ Yes ☒ No
- Significant deficiencies identified? ☐ Yes ☒ None Reported

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☐ Yes ☒ No

Identification of major federal programs:

Federal Assistant Listing Number	Name of Federal Cluster/Program
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish Between Type A and Type B programs: \$1,000,000

Auditee qualified as low-risk auditee?

☐ Yes ☒ No

TOWN OF MONUMENT, COLORADO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended December 31, 2025

SECTION II: FINANCIAL STATEMENT FINDINGS

2025-001: Material Audit Adjusting Journal Entries in the Financial Statements

Criteria: AU-C Section 265, A.11 in part states that indicators of material weaknesses in internal control include an identification by the auditor of a material misstatement of the financial statements under audit in circumstances that indicate that the misstatement would not have been detected and corrected by the entity's internal control.

Condition: We identified a material audit adjustment as a result of correction of an error in the financial statements, related to an adjustment relating to several corrections to the financial statements, including recording Veregy Project transactions, timing of expenditures, and adjustments to Water Fund capital assets and debt to match the capital asset detail and debt service schedules.

Cause: The internal controls related to year-end closing process were designed properly but were not effective for a material transactions.

Effect: The Town's financial statements were materially misstated.

Repeat Finding: No.

Recommendation: The Town should add a few additional procedures to the year-end closing process in order to avoid future material misstatements and to strengthen internal controls over financial reporting.

Corrective Action Plan: Reported on page 59.

TOWN OF MONUMENT, COLORADO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended December 31, 2025

SECTION III: FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

No federal awards findings and questioned costs identified.



Corrective actions to be taken by the Town of Monument.

Regarding audit finding of material audit adjustment entries in the financial statements. The Town has the effective controls in place but needed to account for the funds at year end differently. The Town will now create a separate cash account relating to the grant revenue for reimbursable projects. This will allow the Town to effectively and timely expense the record for the receivable portion as revenue. As an additional control implemented by the Town will be to check all capital asset accounts at year end relating to grant revenue to ensure they are accounted for correctly to strengthen internal controls.

Estimated implementation by: December 31, 2026

Responsible person: Steve Murray, Senior Accountant

TOWN OF MONUMENT, COLORADO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended December 31, 2025

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Expenditures</u>
U.S. DEPARTMENT OF TRANSPORTATION			
<i>Passed Through Colorado Department of Transportation</i>			
Highway Planning and Construction	20.205	21-HA2-XC-003103	\$ <u>195,867</u>
U.S. DEPARTMENT OF TREASURY			
<i>Direct</i>			
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	<u>2,035,180</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ <u><u>2,231,047</u></u>

TOWN OF MONUMENT, COLORADO
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended December 31, 2025

NOTE 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, using the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements. The Town does not charge a de minimis indirect cost rate. Because the schedule presents only a selected portion of the operations of the Town, it is not intended to and does not present the financial position, changes in net position or fund balance, or cash flows of the Town.

The accompanying schedule of expenditures of federal awards is presented using the modified accrual basis of accounting.

NOTE 2: Summary of Significant Accounting Policies

Governmental fund types account for the majority of the Town's federal grant activity. Expenditures reported in the schedule of expenditures of federal awards are recognized on a modified basis of accounting. Subrecipient expenditures are recorded on a cash basis. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or limited as to reimbursement. Non-cash expenditures are included in the schedule.

NOTE 3: Indirect Cost Rate

The Town has not elected to use the 15% de minimis cost rate.

NOTE 4: Subrecipients

At December 31, 2025, the Town did not pass-through federal awards to subrecipients.

STATE COMPLIANCE

LOCAL HIGHWAY FINANCE REPORT		STATE: COLORADO	
THIS INFORMATION FROM THE RECORDS OF: Town of Monument	PREPARED BY: Laurie Young lyoung@tomgov.org	REPORT YEAR ENDING DATE(mm/yyyy): 12/2025	
I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE			
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes
1. Total receipts available			
2. Minus amount used for collection expenses			
3. Minus amount used for nonhighway purposes			
4. Minus amount used for mass transit			
5. Total (1 - (2 through 4))			
II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other Local Imposts:		A.4. Miscellaneous Local Receipts:	
a. Property Taxes and Assesments	1,582,477.74	a. Interest on investments	12,447.43
b. Non-property Taxes and Assessments Imposts	0.00	b. Other Misc. Local Receipts	61,117.34
c. Total (a + b)	\$ 1,582,477.74	c. Total (a + b)	\$ 73,564.77
ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user Taxes (from Item I.C.5.)	408,555.42	1. FHWA (from Item I.D.5.)	0.00
2. State General Funds		2. Other Federal Agencies:	0.00
3. Other State funds:			
a. State Bond Proceeds			
b. Non-State Bond Proceeds	0.00		
c. Total (a + b)	\$ -		
4. Total (1 + 2 + 3c)	\$ 408,555.42	3. Total (1 + 2)	\$ -
III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT		
A.1. Capital outlay:			
a. Right-Of-Way Costs	0.00		
b. Engineering Costs	184,826.25		
c. Construction Costs	2,489,186.03		
d. Total Capital Outlay (a+ b + c)	\$ 2,674,012.28		
Form FHWA-536 (Rev. 02-2025) Page2			

LOCAL HIGHWAY FINANCE REPORT		STATE: COLORADO		
		REPORT YEAR ENDING DATE(mm/yyyy): 12/2025		
I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE				
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Amount used for highway purposes				
II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. EXPENDITURES FOR ROAD AND STREET PURPOSES		
ITEM	AMOUNT	ITEM	AMOUNT	
A. Receipts from Local Sources:		A. Local highway expenditures:		
1. Local Highway-user Taxes		1. Capital Outlay (from page 1, Item III.A1.d)	\$ 2,674,012.28	
a. Motor Fuel (from Item I.A.1)		2. Maintenance:	712,609.17	
b. Motor Vehicle (from Item I.B.1)		3. Road and Street Services:		
c. Total (a + b)		a. Snow and Ice Removal	238,355.41	
2. General Fund Appropriations	2,045,255.20	b. Other & Traffic Control Operations	2,076,552.00	
3. Other Local Imposts (from page 1, Item II.A3.c)	\$ 1,582,477.74	c. Total (a + b)	\$ 2,314,907.41	
4. Miscellaneous Local Receipts (from page 1, Item II.A4.c)	\$ 73,564.77	4. General Administration & Miscellaneous	41,493.18	
5. Transfers from Toll Facilities	0.00	5. Highway Law Enforcement and Safety	0.00	
6. Proceeds of Sale of Bonds and Notes:		6. Total (1 through 5)	\$ 5,743,022.04	
a. Bonds - Original Issues	0.00	B. Debt Service on Local Obligations:		
b. Bonds - Refunding Issues	0.00	1. Bonds:		
c. Notes	0.00	a. Interest	0.00	
d. Total (a + b + c)	\$ -	b. Redemption	0.00	
7. Total (1 through 6)	\$ 3,701,297.71	c. Total (a + b)	\$ -	
B. Private Contributions	0.00	2. Notes:		
C. Receipts from State government (from page 1, Item II.C.4)	\$ 408,555.42	a. Interest	0.00	
D. Receipts from Federal government (from page 1, Item II.D.3)	\$ -	b. Redemption	0.00	
E. Total receipts (A.7 + B + C + D)	\$ 4,109,853.13	c. Total (a + b)	\$ -	
		3. Total (1c + 2c)	\$ -	
		C. Payments to State for Highways	0.00	
		D. Payments to Toll Facilities	0.00	
		E. Total Expenditures (A6 + B3 + C + D)	\$ 5,743,022.04	
IV. LOCAL HIGHWAY DEBT STATUS				
(Show all entries at par)				
ITEM	OPENING DEBT	AMOUNT ISSUED	REDEMPTIONS	CLOSING DEBT
A. Bonds (Total)	0	\$ -	\$ -	\$ -
1. Bonds (Refunding Portion)		\$ -		
B. Notes (Total)	0	\$ -	\$ -	\$ -



MEMORANDUM

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

FROM: Jenna Gorney, Senior Planner

DATE: July 20, 2026

SUBJECT: Ordinance No. 18-2026 - An Ordinance Authorizing a Moratorium on the Acceptance or Processing of Certain Permit Applications and Land Development Applications Where a Data Center is Included as a Proposed Principal or Accessory Use [Public Hearing]

BACKGROUND.

Over the past year, communities along Colorado's Front Range have experienced a notable increase in interest and inquiries related to data center development. Although no formal development application has been submitted within the Town of Monument, this regional trend has prompted proactive review by staff to ensure the Town is prepared to respond thoughtfully should such a proposal arise.

As outlined in the initial research report presented to the Planning Commission and Town Council, data centers represent a unique and evolving land use type that is not currently defined or regulated within the Town's Land Development Code. These facilities differ significantly from traditional commercial or industrial development in that they operate continuously, require substantial electrical and water resources, and typically generate relatively low employment compared to their scale and capital investment.

In light of these characteristics, Town Council direction directed staff to prepare the attached draft ordinance proposing a temporary moratorium on the acceptance and processing of development applications for data centers.

DISCUSSION.

The proposed moratorium is intended as a short-term, proactive planning tool that allows the Town sufficient time to evaluate the implications of data center development and establish appropriate regulations before such uses are proposed. As currently drafted, the ordinance would prohibit the acceptance, processing, or approval of applications for data centers for a period of six (6) months.

This approach is consistent with actions taken by peer jurisdictions facing similar emerging development pressures and reflects the Town's interest in avoiding reactive decision-making in the absence of clear policy direction. As noted in both the staff report and

ordinance findings, data centers have the potential to create significant and long-term demands on electrical systems, water resources, and public infrastructure. Without established standards, these impacts may be difficult to mitigate and could result in land use patterns inconsistent with the Town's long-term vision.

During the moratorium period, staff would be directed to undertake a focused work program that includes evaluating infrastructure impacts, identifying appropriate zoning districts, and developing performance standards tailored to this use. This work would build upon the initial research already completed and would be integrated into the broader update to Chapter 18 of the Land Development Code.

The moratorium provides the necessary timeframe needed to ensure that any future proposals are evaluated against clear, predictable, and defensible standards that align with the Town's Comprehensive Plan and community expectations.

STRATEGIC PRIORITIES.

The proposed moratorium directly supports the Town Council's 2026–2028 strategic priorities, including responsible growth management, infrastructure planning, fiscal sustainability, and effective governance.

It advances responsible growth by ensuring emerging land uses are evaluated before introduction, avoiding premature decisions that may conflict with community character or planning goals. The ordinance also reinforces infrastructure planning by allowing the Town to assess capacity constraints related to electricity, water, and supporting systems associated with resource-intensive data centers.

Additionally, the moratorium supports fiscal sustainability by enabling evaluation of long-term costs and benefits, ensuring development contributes positively to the Town's financial health.

Finally, it reflects effective governance by prioritizing transparency, public engagement, and informed, proactive decision-making while safeguarding community values and environmental resources.

REQUESTED ACTION.

A motion to **APPROVE** Ordinance No. 18-2026, an Ordinance Authorizing a Moratorium on the Acceptance or Processing of Certain Permit Applications and Land Development Applications Where a Data Center is Included as a Proposed Principal or Accessory Use

Att. Ordinance No. 18-2026

TOWN OF MONUMENT

ORDINANCE NO. 18-2026

AN ORDINANCE AUTHORIZING A MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF CERTAIN PERMIT APPLICATIONS AND LAND DEVELOPMENT APPLICATIONS WHERE A DATA CENTER IS INCLUDED AS A PROPOSED PRINCIPAL OR ACCESSORY USE

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 Town of Monument is authorized pursuant to its police powers and land use authority under Colorado law to regulate development in order to protect the public health, safety, and welfare; and

WHEREAS, data centers represent a rapidly expanding and evolving land use with unique and potentially significant impacts on land use patterns, infrastructure systems, and community character; and

WHEREAS, data centers may impose substantial demands on electrical systems, water resources, and other public infrastructure, the long-term impacts of which are not yet fully understood within the context of the Town; and

WHEREAS, the Town has an interest in protecting its natural resources, including water availability and energy sustainability, and ensuring that new development does not create disproportionate or unforeseen environmental impacts; and

WHEREAS, the Town Council has adopted strategic priorities that include responsible growth management, infrastructure planning, and long-term fiscal sustainability; and

WHEREAS, the Town desires to ensure that emerging land uses such as data centers are evaluated for consistency with these strategic priorities before permitting and regulating such uses; and

WHEREAS, the Town’s current Land Development Code does not specifically address or adequately regulate data center uses, including but not limited to their intensity, location, performance standards, and infrastructure demands; and

WHEREAS, the Town requires additional time to study and evaluate appropriate regulations, including zoning standards, performance criteria, and potential impacts associated with data centers; and

WHEREAS, in the absence of such regulations, approval of data center development applications could result in land use patterns and infrastructure demands that are inconsistent with the Town’s long-term planning goals; and

WHEREAS, the Town Council finds that a temporary moratorium is necessary and appropriate to prevent premature development while such studies and regulations are completed; and

WHEREAS, temporarily prohibiting land uses that are inconsistent with the Town's strategic priorities supports the Town's long-term vision for sustainable growth, fiscal responsibility, effective governance, and community well-being; and

WHEREAS, this Ordinance was introduced by title, considered at public hearing, and voted upon at the regular meeting of the Town Council on July 20, 2026.

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

Section 1. A moratorium is hereby authorized on the acceptance, processing, or approval of any land development plan or permit applications, and site development plan amendment application beginning on the effective date of this ordinance that propose to establish as a primary or accessory use including a new data center. The purpose of this moratorium is to provide time for the Town to construct thoughtful regulations for existing and future data centers.

Section 2. Duration. This moratorium shall be in effect for a period of six (6) months from the effective date of this Ordinance, unless extended by the Town Council following a public hearing.

Section 3. Study and Code Updates. During the term of this moratorium, Town staff is directed to:

1. Study the impacts of data centers on water, energy, and infrastructure systems;
2. Evaluate appropriate zoning districts and land use classifications;
3. Develop performance standards and regulatory controls; and
4. Present recommended code amendments to the Town Council

Section 4. Definition. For the purposes of this moratorium, "data center" is defined as a facility where the primary use is the storage, processing, management, and transmission of digital data and/or support for the delivery of cloud computing services.

Section 5. Findings. The Town Council hereby finds that this temporary moratorium is:

1. Temporary in nature
2. Necessary to protect the public health, safety, and welfare; and
3. Adopted in good faith for the purpose of completing needed planning and regulatory updates.

Section 1. Section 6. Incorporation. The recitals set forth above are incorporated herein as if set forth in full.

Section 7. Publication. Pursuant to Subsection 6.5, 3. of the Town of Monument Home Rule Charter and Subsection 2.04.030, G. of the Monument Municipal Code, upon approval this Ordinance shall be published on the Town's official website in full for not less than ten (10) days.

Section 8. 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 9. Effective Date. This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

Section 10. 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 20th day of July 2026 by a vote of ____ for and _____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Steve King, Mayor Pro Tem

Attest:

Tina Erickson, Deputy Town Clerk

TOWN OF MONUMENT

ORDINANCE NO. 13-2026

AN ORDINANCE ADDING SECTION 12.28.125 TO THE MONUMENT MUNICIPAL CODE REQUIRING PARKING PERMITS AT MONUMENT LAKE

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 Town has the police power and home-rule authority under Colorado Revised Statute § 31-15-711(1)(f) to regulate parking on public ways and public property to protect public health, safety, and welfare; and

WHEREAS, the Town Municipal Code (“Code”) Section 12.28.120 sets forth the rules and regulations governing Monument Lake; and

WHEREAS, Monument Lake and its surrounding public access points experience seasonal and peak-period parking congestion that impedes emergency access, degrades pedestrian, cyclist and other users’ safety, and disrupts nearby residential areas; and

WHEREAS, parking demand at Monument Lake has contributed to unsafe roadway conditions, parking on unauthorized areas, litter and erosion, and conflicts between lake users and neighboring residents; and

WHEREAS, a parking permit requirement at Monument Lake and the associated overflow parking lot is a reasonable and minimally intrusive means to manage demand, promote and preserve safe and orderly access to Monument Lake for residents and visitors and help offset the costs associated with maintaining the public parking available at Monument Lake; and

WHEREAS, establishing designated permit areas and setting reasonable fees will equitably allocate limited parking capacity while supporting ongoing stewardship of lake amenities and related infrastructure; and

WHEREAS, permit revenue will be used to offset administrative costs the Town incurs related to Monument Lake and to fund related public safety, maintenance, and environmental protection measures consistent with applicable law; and

WHEREAS, the Town intends to implement clear signage, accessible payment and permit acquisition methods, and reasonable exemptions to parking permit requirements; and

WHEREAS, the Town further finds that clear enforcement provisions, including fines, are necessary to ensure compliance and the effectiveness of the permit requirement; and

WHEREAS, the Town desires to adopt parking permit requirements for Monument Lake to promote safety, protect quality of life, and ensure sustainable public access; and

WHEREAS, this Ordinance was introduced by title, considered at public hearing, and voted upon at the regular meeting of the Town Council on May 18, 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. Addition of Section 12.28.125 to the Monument Municipal Code. Section 12.28.125 of the Monument Municipal Code is hereby added as set forth in Exhibit A, attached hereto and incorporated herein.

Section 3. Publication. Pursuant to Subsection 6.5, 3. of the Town of Monument Home Rule Charter and Subsection 2.04.040, F. of the Monument Municipal Code, upon approval, this Ordinance shall be published on the Town's official website in full for not less than ten (10) days.

Section 4. Authentication and Filing. Upon passage, 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 20th day of July, 2026 by a vote of ___ for and _____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Steve King, Mayor Pro Tem

Attest:

Tina Erickson, Town Clerk

CERTIFICATE OF PUBLICATION

I, the duly qualified and Town Clerk of the Town of Monument, Colorado, do hereby certify the foregoing Ordinance No. 13-2026 was approved by the Town Council of the Town of Monument at its regular meeting held on the 20th day of July, 2026, and was published on July 21, 2026, on the Town's official website for not less than ten (10) days, as shown on the Attached Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Monument, Colorado, this _____ day of July, 2026.

Tina Erickson, Town Clerk

(S E A L)

Exhibit A to Certificate of Publication
[Screenshot showing date and time of website publication]

Exhibit A to Ordinance No. 13-2026

CHAPTER 12.28 – PARK AND RECREATION AREAS

12.28.125 –Monument Lake Parking Permits

- A. The purpose of this Chapter is to manage parking demand at and around Monument Lake; maintain emergency access and traffic safety; manage residential and visitor traffic for the benefit of adjacent neighborhoods and nearby public roadways; preserve environmental resources; equitably allocate limited curb and lot capacity through a permit system; and promote funding for maintenance and public safety.
- B. As used in this Section, the following definitions apply:
 - 1. “Administrator” means the Town department or official designated to implement and enforce this Chapter.
 - 2. “Permit Area” means the streets, lots, and facilities designated by Town Council through Resolution under Subsection D.
 - 3. “Permit” means electronic authorization issued under this Chapter allowing parking subject to stated terms.
 - 4. “Public Parking Lot” means the publicly owned or controlled on-street space, lot, or other facility within the Permit Area.
- C. Parking Permits required by this Chapter apply to all Public Parking Lots within the Permit Area in accordance with and directed by the signage located within such Permit Areas. Nothing herein authorizes any parking contrary to other laws, temporary traffic control orders, or posted restrictions.
- D. The Town Council may by resolution designate, expand, reduce, or otherwise modify the Permit Area, described by map and/or list of streets and facilities. The Administrator shall maintain an official map and list and publish it on the Town’s website and at the Clerk’s Office. Changes under this Section shall take effect upon posting of signage and public notice.
- E. The Administrator may implement operational adjustments within parameters set by resolution, including setting time-limits, establishing no-parking periods for maintenance, and adjusting hours upon public notice.
- F. The Town Council shall adopt a fee schedule by resolution, which fee schedule may be incorporated into the Town’s existing fee schedule. Fees shall be reasonably related to administrative costs, enforcement, facility stewardship and

maintenance, safety initiatives and transportation demand management objectives, consistent with applicable law.

- G. Permits will be issued at kiosks located near or within the Permit Area. These kiosks will be electronic payment only and printed permits will be deposited for users to display on their vehicle's dashboard. Residents of the Town may purchase an annual permit in lieu of a daily permit.
- H. The Administrator shall install and maintain signage at entrances to the Permit Area and at affected streets and facilities indicating permit requirements. Enforcement of a new or modified restriction will not occur until appropriate signage has been posted and public notice of the new or modified restriction has been posted on the Town's website. This requirement does not apply to situations designated as emergencies and are temporary in nature.
- I. During designated Town sponsored special events, no Parking Permit will be required in the Permit Areas. Town kiosks will either be turned off or display messaging that Parking Permits are not required for such events.
- J. The following are exempt from permit requirements while acting within the scope of official duties or as otherwise noted:
 - 1. Emergency vehicles and public safety personnel.
 - 2. Government vehicles on official business.
 - 3. Utility and public works vehicles actively engaged in service or repairs.
 - 4. Vehicles engaging in lawful loading/unloading activities within any designated areas for short durations.
- K. The following are prohibited:
 - 1. Parking within the Permit Area without a valid Permit, except as exempted in Sections I and J.
 - 2. Displaying or using a forged, altered, transferred, or invalid permit.
 - 3. Obstructing emergency access, fire lanes, hydrants, sidewalks, trails, or boat launch operations.
 - 4. Parking on vegetation or unpaved areas.
- L. Violations of this Ordinance are civil infractions subject to fines established by resolution. Each day and each vehicle constitutes a separate violation. The Administrator shall issue notices of violation stating the facts, code sections, and penalty. Unpaid penalties may be subject to late fees, lawful collections, or towing at the vehicle owner's expense. During initial implementation, the Administrator may issue warnings in lieu of penalties for a period of up to 60 days.

- M. Revenues from fees and penalties shall be deposited into a dedicated fund and used to administer the parking permit requirements; maintain and improve parking, access, safety, and environmental mitigation at Monument Lake; support multimodal access to Monument Lake; and for other related purposes authorized by the Town.
- N. This Section supplements existing parking and traffic regulations. In case of conflict, the more restrictive provision governs. Nothing herein authorizes parking contrary to state law, fire codes, or environmental protection requirements.

TOWN OF MONUMENT

RESOLUTION NO. 33-2026

**A RESOLUTION REQUIRING PARKING PERMITS AT MONUMENT LAKE,
ESTABLISHING THE PARKING PERMIT AREA, FEES, AND FINES**

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, by Ordinance No. 13-2026 (“Ordinance”), the Town amended the Town of Monument Municipal Code (the “Code”) to establish a parking permit requirement for Monument Lake; and

WHEREAS, the Ordinance authorizes the Town Council, by resolution, to designate, expand, reduce, or otherwise modify the Permit Area, described by map and/or list of streets and facilities, implement operational adjustments within parameters set by resolution, establish no-parking periods for maintenance, adjust hours upon public notice, and adopt a fee schedule; and

WHEREAS, the Council finds that establishing the Permit Area and related regulations is necessary to control traffic management, maintain emergency access, manage parking demand, ensure fair access, preserve neighboring residential areas, encourage orderly use of space and to provide revenue for maintenance and administrative costs in the area; and

WHEREAS, the Council finds that the fee schedule to be adopted by this resolution is reasonably related to the cost of administering and enforcing the permit requirement and to maintaining lake-related areas, facilities and access; and

WHEREAS, the Town will implement clear signage and public outreach to inform users of the permit requirements and enforcement provisions; and

WHEREAS, the Council has reviewed and approves the Permit Area map attached as Exhibit A, the operational parameters attached as Exhibit B, the fee schedule attached as Exhibit C, and the fine schedule attached as Exhibit D; and

WHEREAS, the Council desires to establish the parameters of the Monument Lake parking permit requirements consistent with the authority granted in the Ordinance.

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

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

Section 2. Designation of Permit Area. The Town Council designates the Permit Area as depicted and described in Exhibit A, attached hereto and incorporated herein, (the “Permit Area”). The Administrator shall maintain the official map/list and make it available to the public at the Town Clerk’s Office and on the Town’s website.

Section 3. Operational Parameters. The Town Council establishes operational parameters within the Permit Area as set forth in Exhibit B, attached hereto and incorporated herein. The operational rules in Exhibit B may include time limits, no-parking periods, days in which no permits are required related to Town events, and temporary closures to preserve such things as safety and access.

Section 4. Fees. The Town Council adopts the fee schedule set forth in Exhibit C, attached hereto and incorporated herein. Fees reflect administrative, enforcement, and facility maintenance and stewardship costs. The Administrator may prorate, refund, or credit fees consistent with the Ordinance. This fee schedule may be incorporated into the Town of Monument Fee schedule as set forth in the Ordinance.

Section 5. Fines. The Town Council adopts the fine schedule set forth in Exhibit D, attached hereto and incorporated herein.

Section 6. Administration. The Town Police Department is designated as the Administrator. Consistent with the Ordinance, the Administrator may make operational adjustments within parameters set by this Resolution and Exhibit B, including establishing temporary no-parking periods for maintenance or safety. The Administrator may temporarily suspend permit requirements as deemed necessary.

Section 7. Signage. The Administrator shall install and maintain signage at entrances to and within the Permit Area indicating permit requirements, hours, and penalties. No enforcement of any new or modified requirements shall occur until appropriate signage is posted. Enforcement of posted requirements shall begin immediately.

Section 8. Revenue. Revenues from fees and fines shall be deposited into the appropriate Town fund(s) and used for area maintenance, administration and enforcement as authorized by the Ordinance.

Section 9. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 10. Severability. If any portion of this Resolution or the application hereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026 by a vote of ___ for and ___ against.

TOWN OF MONUMENT, COLORADO

By: _____
Steve King, Mayor Pro Tem

Attest:

Tina Erickson, Town Clerk

Exhibit A

Designated Permit Area

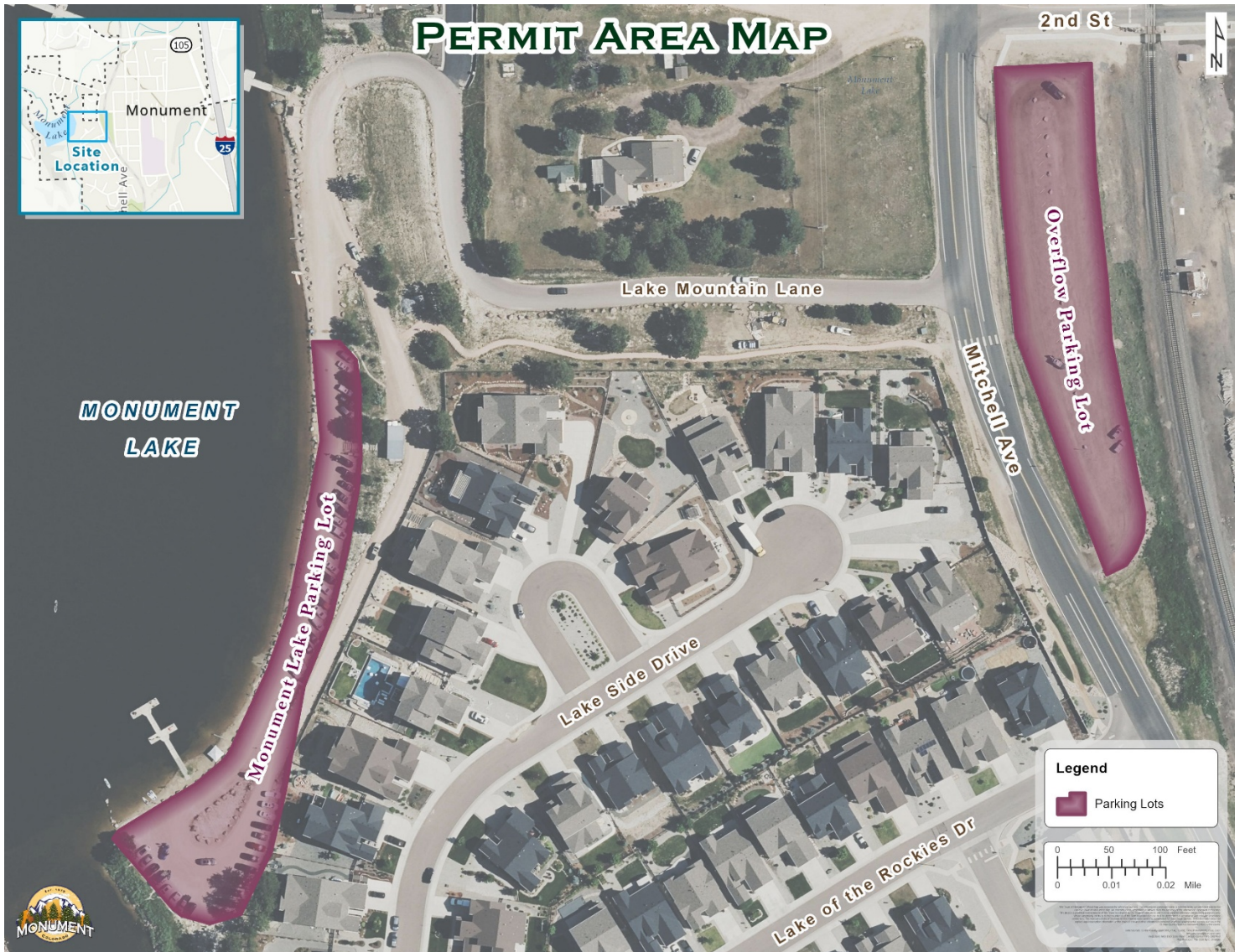


Exhibit B

Exclusion to Parking Permit Requirement

The following are exempt from permit requirements while acting within the scope of official duties or as otherwise noted:

1. Emergency vehicles and public safety personnel.
2. Government vehicles on official business.
3. Utility and public works vehicles actively engaged in service or repairs.
4. Vehicles engaging in lawful loading/unloading activities within any designated areas for short durations.

Exhibit C

Fee Schedule

Daily/Kiosk fee: \$5.25 per 24-hour period. Fees shall not be prorated.

*Resident annual permit: \$50.00

The Town reserves the right to increase the fee amount in connection with yearly inflation and increased costs for such things as maintenance, enforcement, traffic control, and safety measures as more specifically identified in the Town's Ordinance.

* Residents of the Town may purchase an annual permit in lieu of a daily permit. The annual permit will be issued as a windshield sticker and is valid for the remainder of the calendar year. The purchase price will not be prorated. Proof of residency is required to purchase the annual permit and may include, without limitation, a current driver's license, a recent utility bill or other mail showing a Town address, a lease agreement, or a property tax statement.

Exhibit D

Fine Schedule

\$50.00 per violation/citation/vehicle.



TOWN OF MONUMENT COUNCIL MEMORANDUM

TO: Mayor Pro Tem and Town Council

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

DATE: July 20, 2026

SUBJECT: Resolution No. 45-2026 – A Resolution to Approve Heart of Monument Playpark Contract

STRATEGIC PRIORITIES (2026–2028)

Strengthen Community Engagement - Enhances community engagement, and strengthens communication and collaboration with residents, partners, and neighboring communities.

BACKGROUND: The Heart of Monument Playpark Improvements Project is the result of a collaborative effort between the Town of Monument, the Monument Hill Kiwanis Club, and community stakeholders to create a destination playground that is universally accessible and inclusive for children and families of all abilities. The Playpark represents a significant community investment aimed at enhancing recreational opportunities, promoting social interaction, and providing a welcoming gathering space for residents and visitors. As part of the larger Heart of Monument vision, the Playpark will serve as a cornerstone amenity that supports community engagement and fosters a sense of place within Monument. The project has advanced through planning, design, fundraising, and community partnership efforts and is now ready to proceed into the construction phase.

DISCUSSION/ANALYSIS: The Town publicly advertised the Heart of Monument Playpark Improvements Project for competitive bidding and received proposals from qualified contractors. Following review and evaluation of the submitted bids, IMEG and Town staff determined that Fisk Lawnsapes submitted the lowest responsive and responsible bid. The proposed contract amount is not to exceed **\$754,913.51**.

The project includes phase 1 and phase 1 option construction of the planned playground facilities, pedestrian amenities, site grading, concrete improvements, drainage features, landscaping, and other associated infrastructure identified in the approved construction documents. Staff have reviewed the bid proposal and determined the pricing to be fair and reasonable for the scope of

work to be completed. Awarding the contract at this time will allow the Town to maintain the project schedule and continue implementation of the community vision established for the Heart of Monument area

FINANCIAL IMPACT:

Funding for this contract has been secured through a \$100,000 grant from Colorado Springs Health Foundation and \$100,000 contribution from the Town. This funding is included in the Adopted 2026 Budget in the Park Fee Fund. The remaining amount has been secured and will be contributed by the Monument Hill Kiwanis.

RECOMMENDED ACTION: Staff recommend the passage of Resolution No. 45-2026, approving the contract for the Heart of Monument playpark.

RESOLUTION NO. 45-2026

A RESOLUTION TO APPROVE HEART OF MONUMENT PLAYPARK CONTRACT

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;

WHEREAS, the Town of Monument has identified the Heart of Monument Playpark improvements project as a priority community investment to enhance recreational opportunities and provide a universally accessible play area for residents and visitors, and;

WHEREAS, the project is moving forward in partnership with support from the Monument Hill Kiwanis Club, and;

WHEREAS, the Town publicly advertised and solicited competitive bids for the Heart of Monument Playpark in accordance with the Town’s procurement policy, and;

WHEREAS, the Town received bids from qualified contractors and following review from Town staff and the Town Engineer IMEG, determined that Fisk Lawnsapes submitted the lowest responsive and responsible bid to complete the Phase 1 and Phase 1 option, and;

WHEREAS, staff recommends approval of the contract with Fisk Lawnsapes to construct the Heart of Monument Playpark.

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

The Town Council hereby approves a contract with Fisk Lawnsapes to complete the Phase 1 and Phase 1 option for an amount not to exceed **\$754,913.51**.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Steve King, Mayor Pro Tem

ATTEST:

Tina Erickson, Town Clerk

RECOMMENDATION OF AWARD
IMEG CONSULTANTS CORP

TO: Andrew Archuletta
FROM: Taylor C. Goertz, PE - IMEG
FOR: July 6, 2026 Council Meeting
DATE: June 25, 2026
SUBJECT: Approval of Fisk Lawnsapes Contract for Heart of Monument – Park Improvements (26-001)

Summary

IMEG recommends Town Council approve the construction contract (attached) with Fisk Lawnsapes in the amount of \$754,913.51 for the Heart of Monument – Park Improvements and authorize the Town Manager to execute the contract.

Cost

The total contract cost is \$754,913.51.

Suggested Motion or Recommended Action

I move to approve the contract with Fisk Lawnsapes in the amount of \$754,913.51 for Bid Schedule A and B of the Heart of Monument – Park Improvements and authorize the Town Manager to execute the contract documents.

Background

Bids were received and opened for the Heart of Monument – Park Improvements on June 4, 2026 and Fisk Lawnsapes was the apparent low bidder. Staff checked references and the bonding company for Fisk Lawnsapes and the feedback was positive and supportive.

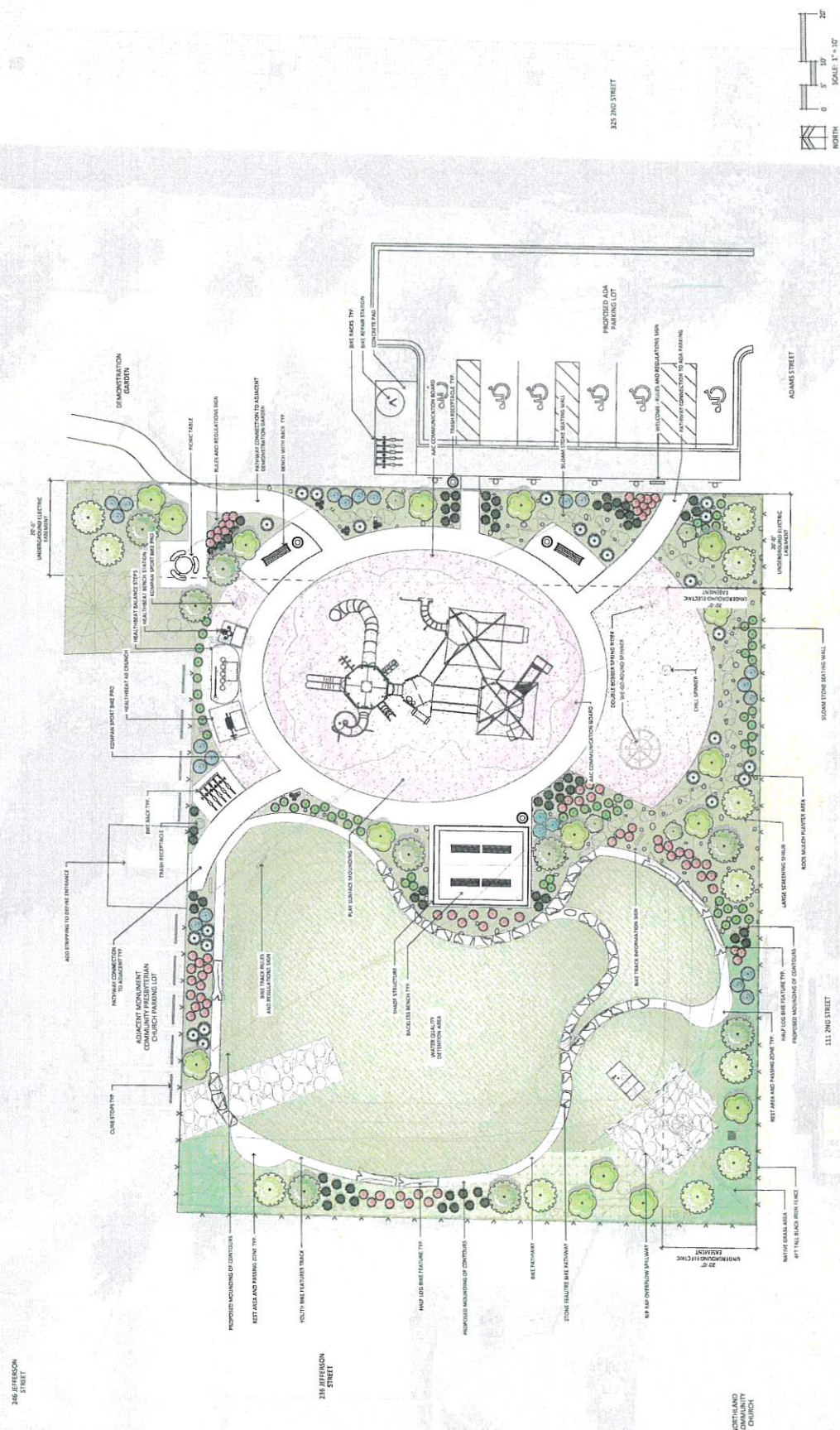
The Heart of Monument – Park Improvements will focus on specific park improvements schedule for Phase 1 and Phase 1 Option which includes a soft-play area, playground structure, concrete walks, park furnishings, and associated appurtenances.

Enclosed is an exhibit of the various phases of the project.

Attachments:

- Attachment A: Project Phase Map
- Attachment B: Notice of Award
- Attachment C: Agreement
- Attachment D: Notice to Proceed

Overall Site Plan



SECTION 00 51 00

NOTICE OF AWARD

Dated June 25, 2026

TO: FISK LAWNSCAPES

Project: **Heart of Monument – Park Improvements (26-001)**

ENGINEER's Project No. **PROJECT No. 25005917.37**

TOWN: THE TOWN OF MONUMENT

You are hereby notified that your Bid dated June 4, 2026 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for

Heart of Monument – Park Improvements (26-001)

The Estimated Contract Price based on total of Unit Price Work for Bid Schedule A and B, is:

Seven Hundred Fifty Four Thousand Nine Hundred Thirteen Dollars and Fifty One Cents
(\$754,913.51)

Four (4) copies of each of the proposed Contract Documents (with reduced-sized Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by July 16, 2026.

1. You must deliver to the TOWN all four (4) fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle TOWN to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, TOWN will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

TOWN OF MONUMENT

By: _____

Title: _____



**CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
HEART OF MONUMENT PARK IMPROVEMENTS
TOWN of MONUMENT Project No.: 25005197.37**

This Construction Agreement (“Agreement”) is made and entered into by and between Fisk Lawnsapes hereinafter, “Contractor”), a Corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 7135 Templeton Gap Road, Colorado Springs, Colorado 80923 and the **TOWN OF MONUMENT** (hereinafter, “TOWN” or “Owner”), a home-rule municipal corporation of the State of Colorado, having an address of 645 Beacon Lite Road, MONUMENT, CO 80132 (collectively, the TOWN and Contractor may be referred to herein as the “Parties” or individually as “Party”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 Labor and Materials; Professional Standards. The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents. Contractor hereby warrants that it is qualified to assume the responsibilities and perform the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law. The Work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

1.02 Effective Date. This Agreement shall be effective as of the date of its mutual execution by the Parties (“Effective Date of the Contract”). The Contract Times will commence to run on the day indicated in the Notice to Proceed or otherwise in accordance with Article 4 of the General Conditions, and Contractor agrees that the Work will be Substantially Complete by the date set forth in the Notice to Proceed unless such time is extended by the TOWN as provided in the Contract Documents.

1.03 Contractor Prepared Documents. The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the TOWN,” such subsequent approval by the TOWN does not mean that TOWN is responsible for the accuracy, thoroughness, or judgment contained in the document. The TOWN does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or

judgment expressed in the document, as it is expressly agreed by the Parties that the TOWN is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 Contract Price. The TOWN shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid and Supplemental Unit Price Form, which shall not to exceed \$754,913.51 ("Contract Price") based on the estimated unit price quantities reflected.

2.02 Progress Payments. The TOWN shall make payments as set forth in Article 15 of the General Conditions, subject to the TOWN's obligation to retain a portion of the payments until final completion and acceptance by the TOWN of all Work included in the Contract Documents. TOWN shall retain five percent (5%) of each progress payment to a maximum of five percent (5%) of the Contract Price. In no event shall the amount retained be reduced to less than five percent (5%) of the Contract Price until after final acceptance of the Project by the Owner.

2.03 Final Payment. Prior to final payment, all Work specified by the Contract Documents must be completed. Final payment shall be made only after the publication procedure specified by the General Conditions is completed.

2.04 Certificate of Payment. Beginning on the Effective Date, Contractor may apply for payment to the Engineer no more frequently than every thirty (30) days for Work completed. Upon issuance of a Certificate for Payment by the Engineer, the TOWN shall pay Contractor in accordance with Article 9 of the General Conditions.

2.05 TOWN Funding. The TOWN represents that either (a) an appropriation for, at a minimum, the Contract Price specified in this Agreement has been made by the TOWN Council or (b) that sufficient funds have otherwise been made available for the payment of the Contract Price under this Agreement.

2.06 Appropriations. The Parties understand and acknowledge that the TOWN of MONUMENT is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the TOWN are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the TOWN's current fiscal period ending upon the next succeeding December 31. Financial obligations of the TOWN payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the TOWN of MONUMENT and other applicable law. Upon the failure to appropriate such funds, this Agreement and the entire Contract, as defined in the General Conditions, shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 Contractor Representations. In order to induce the TOWN to enter into this Agreement, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents; Work; the location and Site of the Work; and any and all local conditions and federal, state and local laws,

ordinances, rules and regulations that, in any manner, may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the Site and existing facilities affecting cost, progress, or performance of the Work and correlated its observations at the Site with the requirements of the Contract Documents.

(c) Contractor has given the TOWN written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the TOWN is/are acceptable to the Contractor.

3.02 Contractor Remedy of Defects. Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Agreement for a period of one (1) year or such other time that is specified in the Contract Documents after the date of Substantial Completion, and further agrees to indemnify and hold the TOWN harmless from any costs the Contractor encounters in remedying such defects. Pursuant to Article 15 of the General Conditions, Contractor shall provide the TOWN a performance and payment bond that shall remain in effect until all defects are corrected as required by this paragraph and Article 15 of the General Conditions.

PART 4 - CONTRACT DOCUMENTS

4.01 Contract Documents. The Contract Documents, which comprise the entire Contract between the TOWN and the Contractor, are attached to this Agreement and made a part hereof by this reference, including:

Bid Bond	Drawings	Notice to Proceed
Bid Certification	General Conditions, including table of contents	Performance and Payment Bond
Bid Form	Instruction to Bidders	Specifications
Change Orders	Insurance Certificates and Endorsements	Supplementary Conditions
Construction Agreement	Invitation to Bid	Tax-Exempt Certificates
Construction Agreement Addenda	Notice of Award	Other:

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the Effective Date of this Agreement shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended, or repealed by a modification, in writing, executed by the TOWN and the Contractor as provided in Part 9 of this Agreement and as otherwise provided in the Contract Documents.

PART 5 - ENGINEER AND RESIDENT SUPERINTENDENT

5.01 TOWN Engineer. The TOWN's Engineer, for the purposes of the Contract Documents, is the following, or such other person or firm as the TOWN may designate in writing:

Name: IMEG – Taylor C. Goertz P.E.

Address: 7600 East Orchard Road, Suite 250-S
Telephone: (303) 647-4847
Email: taylor.c.goertz@imegcorp.com

The Engineer is authorized to represent and act as agent for the TOWN with respect to TOWN's rights and duties under the Contract Documents and in accordance with the responsibilities and limitations thereof for the Engineer as set forth in the General Conditions. The Engineer shall not have authority to approve any amendment to the Agreement or Contract Documents, such authority being specifically reserved to the duly authorized official of the TOWN having such approval authority pursuant to the TOWN's Charter, ordinances, and purchasing policy. Notwithstanding the foregoing, the Engineer has the authority to approve Change Orders that do not increase the Contract Price. In the event of doubt as to such authority, the Contractor may request a written representation from the TOWN Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the TOWN.

5.02 Contractor Superintendent. The Contractor's Resident Superintendent, for purposes of the Contract Documents, is the following and shall be Contractor's authorized representative for purposes of the Contract:

Name: Tyler Hudson
Address: 7135 Templeton Gap Rd, Colorado Springs, CO 80923
Telephone: 719-369-9516
Email: Tyler@fisklawnsapes.com

PART 6 - LIQUIDATED DAMAGES

The TOWN and the Contractor recognize that time is of the essence in this Agreement and that the TOWN will suffer financial loss if the Work is not substantially completed within the Contract Times, which includes any extensions thereof allowed by the TOWN by written Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the TOWN if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the TOWN and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the TOWN the applicable amount set forth in Article 15 of the General Conditions for each day that expires after the expiration of the Contract Times until the Work is complete. It is agreed that the amounts set forth in Article 15 of the General Conditions is a reasonable estimate of the damages likely to be suffered by the TOWN for late completion of the Work. If the Contractor fails to pay such liquidated damages promptly upon the TOWN's demand therefor, the Surety on the Performance and Payment Bond shall pay such damages. In addition, and at the TOWN's option, the TOWN may withhold all or any part of such liquidated damages from any payment due the Contractor in accordance with Article 15 of the General Conditions.

PART 7 - MODIFICATIONS

This Agreement shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the TOWN Attorney and in conformance with the other Contract Documents. Pursuant to Article 11 of the General Conditions, the Contract Price and Contract Time may be changed by a Change Order only. The TOWN shall not approve any modification to this Agreement that increases the Contract Price without providing the Contractor written assurance that the TOWN has appropriated funds for the additional amounts.

PART 8 - CONTINGENCY

8.01 Entirety of Agreement. This Agreement is expressly contingent upon the approval of the TOWN of all the terms set forth herein. In the event this Agreement is not approved in its entirety by the TOWN, neither Party shall be bound to the terms of this Agreement.

8.02 Warranty. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he or she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

8.03 Personnel Liability. No officer or employee or agent of the TOWN shall be personally responsible for any liability arising under or growing out of the Agreement or other Contract Documents. P

PART 9 – INDEPENDENT CONTRACTOR

9.01 General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a TOWN employee for any purposes.

9.02 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person completing the Work hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

9.03 Insurance Coverage and Employment Benefits. The TOWN will not include the Contractor as an insured under any policy the TOWN has for itself. The TOWN shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

9.04 Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the TOWN for any Employee Benefits; the Contractor will defend the TOWN from any claim and will indemnify the TOWN against any liability for any Employee Benefits for the Contractor imposed on the TOWN; and the Contractor will reimburse the TOWN for any award, judgment, or fine against the TOWN based on the position the Contractor was ever the TOWN's employee, and all attorneys' fees and costs the TOWN reasonably incurs defending itself against any such liability.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 Compliance with Laws and Regulations. All of the Work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with Article 7 of the General Conditions regarding applicable laws and regulations, and shall comply with all applicable ordinances, regulations, and resolutions of the TOWN and shall commit no trespass on any public or private property in the performance of any of the Work identified in this Agreement.

10.02 ADA Compliance. Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. A signed, written certificate stating compliance with the ADA may be requested at any time during the term of this Agreement.

10.03 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin or other protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.04 Governmental Immunity. The TOWN, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the TOWN and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

10.05 Retention and Open Records Act Compliance. All records of the Contractor related to the completion of the Work hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the TOWN's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the TOWN offices or accessible and opened for public inspection in accordance with CORA and TOWN policies. Public records requests for such records shall be processed in accordance with TOWN policies. Contractor agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this paragraph shall result in the immediate termination of this Agreement by the TOWN. For purposes of CORA, the TOWN Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

10.06 No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the TOWN and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

10.07 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement or the other Contract Documents.

10.08 Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Engineer and/or the Resident Superintendent, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

10.09 Force Majeure. Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, disease, acts of God, civil unrest, failure of a third party other than Contractor's subcontractors to cooperate in providing services, or other occurrences beyond the reasonable control of the Party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Parts 2 and 7 of this Agreement and the applicable provisions of any other Contract Documents, including Article 4 of the General Conditions.

10.010 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement (excluding the other Contract Documents), the terms in this Agreement shall supersede the terms in such exhibit. Conflicts or inconsistencies between the Contract Documents shall be resolved in accordance with Part 4 of this Agreement.

10.011 Release of Information. The Contractor shall not, without the prior written approval of the TOWN, release any privileged or confidential information obtained in connection with the Services or this Agreement.

10.012 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

10.013 Protection of Personal Identifying Information. In the event the Work includes or requires the TOWN to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.

10.014 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the TOWN of MONUMENT and the Contractor and bind their respective entities.

10.015 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, pursuant to Article 2 of the General Conditions and Supplementary Conditions, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

10.016 Insurance Certificates. Insurance Certificates for policies required by the General and Supplementary Conditions for this Agreement shall be sent to the Public Works Department, TOWN of MONUMENT (1445 10th Street) Attention: Anne Beierle, Engineer.

Remainder of page intentionally left blank

Signature page follows

IN WITNESS WHEREOF, the Parties have executed this Construction Agreement to be effective as provided herein.

TOWN OF MONUMENT, COLORADO:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

APPROVED AS TO FORM (*excluding exhibits*):

TOWN Clerk

TOWN Attorney

DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF AGREEMENT:

CONTRACTOR:(FISK LAWNSCAPES)

By: _____

Name: Tyler Hudson

Title: Commercial BD/Estimator

Date: 7/9/2026

STATE OF Colorado)

) ss.

COUNTY OF El Paso)

The foregoing Construction Agreement was acknowledged before me this 9 day of July, 2026, by Tyler Hudson as Estimator of (contractor name) Fisk Lawnsapes

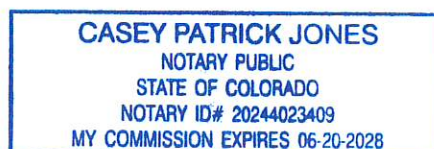
Witness my hand and official seal.

My commission expires: 6-20-2028.

Case Patrick Jones
Notary Public

(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

(Fisk Lawnsapes)
Project: HEART OF MONUMENT PARK



SECTION 00 55 00

NOTICE TO PROCEED

Dated _____

TO: FISK LAWNSCAPES

PROJECT: **Heart of Monument – Park Improvements**

Engineers Project No.: **PROJECT No. 25005197.37**

AGREEMENT DATE: _____

THE TOWN OF MONUMENT, COLORADO

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing the Work and your other obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Before you may start any Work at the site, paragraph 2.01.B of the Supplementary Conditions provides that the CONTRACTOR shall deliver to TOWN (with copies to ENGINEER) certificates of insurance which the CONTRACTOR is required to purchase and maintain in accordance with Paragraphs 6.02, 6.03, and 6.05 of the General Conditions, and any modification as contained within the Supplementary Conditions of the Contract Documents.

Work at the site must be started by _____, 20____ as indicated in the Contract Documents.

THE TOW OF MONUMENT

By: _____

Title: _____

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)



AIA Document A312™ – 2010

Bond #024294239

Performance Bond

CONTRACTOR:

(Name, legal status and address)
Fisk Lawnsapes
7135 Templeton Gap Rd.
Colorado Springs, CO 80923

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
5295 S. Commerce Drive, Suite 300
Salt Lake City, UT 84107

OWNER:

(Name, legal status and address)
Town of Monument Colorado
645 Beacon Lite Road,
Monument, CO 80132

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 25, 2026

Amount: Seven Hundred Fifty-Four Thousand Nine Hundred Thirteen Dollars and Fifty-One Cents *****(\$754,913.51)

Description:

(Name and location)

Heart of Monument - Park Improvements

BOND

Date: July 6, 2026

(Not earlier than Construction Contract Date)

Amount: Seven Hundred Fifty-Four Thousand Nine Hundred Thirteen Dollars and Fifty-One Cents *****(\$754,913.51)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Fisk Lawnsapes

SURETY

Company: (Corporate Seal)
The Ohio Casualty Insurance Company

Signature:

Name Tyler Hudson

and Title: Commercial BDI Estimator

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name Ian Cerva

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Buckner Company
5295 S. Commerce Drive, Suite 300
Salt Lake City, UT 84107
801.937.6700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

 AIA Document A312™ – 2010

Bond #024294239

Payment Bond

CONTRACTOR:

(Name, legal status and address)
Fisk Lawnsapes
7135 Templeton Gap Rd.
Colorado Springs, CO 80923

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
5295 S. Commerce Drive, Suite 300
Salt Lake City, UT 84107

OWNER:

(Name, legal status and address)
Town of Monument Colorado
645 Beacon Lite Road,
Monument, CO 80132

CONSTRUCTION CONTRACT

Date: June 25, 2026

Amount: Seven Hundred Fifty-Four Thousand Nine Hundred Thirteen Dollars and Fifty-One Cents *****(\$754,913.51)

Description:

(Name and location)

Heart of Monument - Park Improvements

BOND

Date: July 6, 2026

(Not earlier than Construction Contract Date)

Amount: Seven Hundred Fifty-Four Thousand Nine Hundred Thirteen Dollars and Fifty-One Cents *****(\$754,913.51)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Fisk Lawnsapes

SURETY

Company: (Corporate Seal)
The Ohio Casualty Insurance Company

Signature: 

Name: Tyler Hudson
and Title: Commercial BD/Estimator

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 

Name: Ian Cerva
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Buckner Company
5295 S. Commerce Drive, Suite 300
Salt Lake City, UT 84107
801.937.6700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215398-965011**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashlie Benson; Frank Lancaster; Ian Cerva; Rayne Harris; Takota K. Wainer; Terry H. Buckner

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of January, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of July, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

not valid for mortgage, note, bond, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HQSIR@libertymutual.com

SECTION 00 51 00

NOTICE OF AWARD

Dated June 25, 2026

TO: FISK LAWNSCAPES

Project: Heart of Monument – Park Improvements (26-001)

ENGINEER's Project No. PROJECT No. 25005917.37

TOWN: THE TOWN OF MONUMENT

You are hereby notified that your Bid dated June 4, 2026 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for

Heart of Monument – Park Improvements (26-001)

The Estimated Contract Price based on total of Unit Price Work for Bid Schedule A and B, is:

Seven Hundred Fifty Four Thousand Nine Hundred Thirteen Dollars and Fifty One Cents
(\$754,913.51)

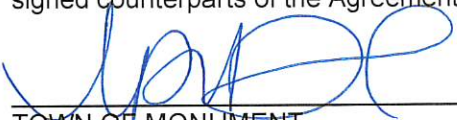
Four (4) copies of each of the proposed Contract Documents (with reduced-sized Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by July 16, 2026.

1. You must deliver to the TOWN all four (4) fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle TOWN to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, TOWN will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.



TOWN OF MONUMENT

By: Madeline VanDenthoek
Title: Town Manager



TOWN OF MONUMENT COUNCIL MEMORANDUM

TO: Mayor Pro Tem and Town Council

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

DATE: July 20, 2026

SUBJECT: Resolution No. 46-2026 – A Resolution to Approve Heart of Monument Parking Lot Contract

STRATEGIC PRIORITIES (2026–2028)

Strengthen Community Engagement - Enhances community engagement, and strengthens communication and collaboration with residents, partners, and neighboring communities.

BACKGROUND: The Heart of Monument Parking Lot Improvements Project is an important component of the overall Heart of Monument development and future Playpark. The parking lot will provide safe, accessible, and convenient parking for residents and visitors utilizing the Playpark and surrounding amenities. As the Heart of Monument project continues to develop into a central community gathering space, adequate parking infrastructure is necessary to support increased public use, improve accessibility, and enhance the overall visitor experience.

DISCUSSION/ANALYSIS: The Town publicly advertised the Heart of Monument Parking Lot Project alongside the Heart of Monument Playpark for competitive bidding and received proposals from qualified contractors. Following review and evaluation of the submitted bids, Town staff determined that National Pavement Partners, LLC submitted the lowest responsive and responsible bid. The proposed contract amount is **\$71,355.00**. The Town's CDBG grant administrator has confirmed that National Pavement Partners LLC is an active and verified contractor in SAM.gov and is therefore eligible to satisfy all federal requirements associated with the awarded Community Development Block Grant.

Staff reviewed the bid and determined it to be fair and reasonable for the scope of work identified in the construction documents. Awarding the contract will allow the Town to proceed with construction of the parking lot improvements in support of the Heart of Monument Playpark and ensure the project remains on schedule.

FINANCIAL IMPACT: The Town was awarded a Community Development Block Grant (CDBG) in the amount of \$100,000 to support construction of the Heart of Monument parking lot. The grant funding is budgeted within the Town's Parks Fee Fund. With the proposed contract award in the amount of \$71,355.00, the project remains well within the available budget and grant funding.

RECOMMENDED ACTION: Staff recommend the passage of Resolution No. 46-2026, approving the contract for the Heart of Monument Parking Lot.

RESOLUTION NO. 46-2026

**A RESOLUTION TO APPROVE HEART OF MONUMENT PARKING LOT
CONTRACT**

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;

WHEREAS, the Town of Monument has identified the Heart of Monument Parking Lot Improvements Project as a priority investment necessary to support safe, ADA accessible, and convenient access to the Heart of Monument Playpark and surrounding community amenities; and;

WHEREAS, the parking lot will enhance the functionality of the Heart of Monument development and support its use as a central gathering space for residents and visitors; and;

WHEREAS, the Town publicly advertised and solicited competitive bids for the Heart of Monument Parking Lot in accordance with the Town’s procurement policy, and;

WHEREAS, the Town of Monument was awarded a Community Development Block Grant (CDBG) in the amount of \$100,000 to assist with construction of the Heart of Monument Parking Lot Improvements Project and improve public access to community amenities; and;

WHEREAS, staff recommend approval of the contract with National Pavement Partners to construct the Heart of Monument Parking Lot.

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

The Town Council hereby approves a contract with National Pavement Partners to complete the Heart of Monument Parking Lot for an amount not to exceed **\$71,355.00**.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 20th day of July 2026 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Steve King, Mayor Pro Tem

ATTEST:

Tina Erickson, Town Clerk

SECTION 00 51 00

NOTICE OF AWARD

Dated June 25, 2026

TO: NATIONAL PAVEMENT PARTNERS, LLC
Project: Heart of Monument – Parking Lot Improvements (26-002)
ENGINEER's Project No. PROJECT No. 25005917.37
TOWN: THE TOWN OF MONUMENT

You are hereby notified that your Bid dated June 4, 2026 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for

Heart of Monument – Parking Lot Improvements (26-002)

The Estimated Contract Price based on total of Unit Price Work for Bid Schedule A is:

Seventy One Thousand Three Hundred Fifty Five Dollars and No Cents
(\$71,355.00)

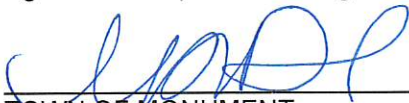
Four (4) copies of each of the proposed Contract Documents (with reduced-sized Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by July 16, 2026.

1. You must deliver to the TOWN all four (4) fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle TOWN to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, TOWN will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.



TOWN OF MONUMENT

By: Madeline VanDenthoek

Title: Town Manager

RECOMMENDATION OF AWARD
IMEG CONSULTANTS CORP

TO: Andrew Archuletta

FROM: Taylor C. Goertz, PE - IMEG

FOR: July 6, 2026 Council Meeting

DATE: June 25, 2026

SUBJECT: Approval of National Pavement Partners, LLC Contract for Heart of Monument – Parking Lot Improvements (26-002)

Summary

IMEG recommends Town Council approve the construction contract (attached) with National Pavement Partners, LLC in the amount of \$71,355.00 for the Heart of Monument – Parking Lot Improvements and authorize the Town Manager to execute the contract.

Cost

The total contract cost is \$71,355.00.

Suggested Motion or Recommended Action

I move to approve the contract with National Pavement Partners, LLC in the amount of \$71,355.00 for Bid Schedule A of the Heart of Monument – Parking Lot Improvements and authorize the Town Manager to execute the contract documents.

Background

Bids were received and opened for the Heart of Monument – Parking Lot Improvements on June 4, 2026 and National Pavement Partners, LLC was the apparent low bidder. Staff checked references and the bonding company for National Pavement Partners, LLC and the feedback was positive and supportive.

The Heart of Monument – Parking Lot Improvements will focus on improvements to the parking area immediately adjacent to the Heart of Monument Park Improvements. These improvements include a proposed paved parking lot to accommodate six (6) ADA accessible parking stalls in addition to improvements to surface drainage conveyance of stormwater runoff.

Attachments:

- Attachment A: Notice of Award
- Attachment B: Agreement
- Attachment C: Notice to Proceed

SECTION 00 51 00
NOTICE OF AWARD

Dated June 25, 2026

TO: NATIONAL PAVEMENT PARTNERS, LLC

Project: **Heart of Monument – Parking Lot Improvements (26-002)**

ENGINEER's Project No. **PROJECT No. 25005917.37**

TOWN: THE TOWN OF MONUMENT

You are hereby notified that your Bid dated June 4, 2026 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for

Heart of Monument – Parking Lot Improvements (26-002)

The Estimated Contract Price based on total of Unit Price Work for Bid Schedule A is:

Seventy One Thousand Three Hundred Fifty Five Dollars and No Cents
(\$71,355.00)

Four (4) copies of each of the proposed Contract Documents (with reduced-sized Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by July 16, 2026.

1. You must deliver to the TOWN all four (4) fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle TOWN to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, TOWN will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

TOWN OF MONUMENT

By: _____

Title: _____



**CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
HEART OF MONUMENT PARKING LOT IMPROVEMENTS
TOWN of MONUMENT Project No.: 25005197.37**

This Construction Agreement (“Agreement”) is made and entered into by and between National Pavement Partners, LLC hereinafter, “Contractor”), a Corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 7135 Templeton Gap Road, Colorado Springs, Colorado 80923 and the **TOWN OF MONUMENT** (hereinafter, “TOWN” or “Owner”), a home-rule municipal corporation of the State of Colorado, having an address of 645 Beacon Lite Road, MONUMENT, CO 80132 (collectively, the TOWN and Contractor may be referred to herein as the “Parties” or individually as “Party”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 Labor and Materials; Professional Standards. The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents. Contractor hereby warrants that it is qualified to assume the responsibilities and perform the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law. The Work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

1.02 Effective Date. This Agreement shall be effective as of the date of its mutual execution by the Parties (“Effective Date of the Contract”). The Contract Times will commence to run on the day indicated in the Notice to Proceed or otherwise in accordance with Article 4 of the General Conditions, and Contractor agrees that the Work will be Substantially Complete by the date set forth in the Notice to Proceed unless such time is extended by the TOWN as provided in the Contract Documents.

1.03 Contractor Prepared Documents. The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the TOWN,” such subsequent approval by the TOWN does not mean that TOWN is responsible for the accuracy, thoroughness, or judgment contained in the document. The TOWN does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or

judgment expressed in the document, as it is expressly agreed by the Parties that the TOWN is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 Contract Price. The TOWN shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid and Supplemental Unit Price Form, which shall not to exceed \$71,355.00 ("Contract Price") based on the estimated unit price quantities reflected.

2.02 Progress Payments. The TOWN shall make payments as set forth in Article 15 of the General Conditions, subject to the TOWN's obligation to retain a portion of the payments until final completion and acceptance by the TOWN of all Work included in the Contract Documents. TOWN shall retain five percent (5%) of each progress payment to a maximum of five percent (5%) of the Contract Price. In no event shall the amount retained be reduced to less than five percent (5%) of the Contract Price until after final acceptance of the Project by the Owner.

2.03 Final Payment. Prior to final payment, all Work specified by the Contract Documents must be completed. Final payment shall be made only after the publication procedure specified by the General Conditions is completed.

2.04 Certificate of Payment. Beginning on the Effective Date, Contractor may apply for payment to the Engineer no more frequently than every thirty (30) days for Work completed. Upon issuance of a Certificate for Payment by the Engineer, the TOWN shall pay Contractor in accordance with Article 9 of the General Conditions.

2.05 TOWN Funding. The TOWN represents that either (a) an appropriation for, at a minimum, the Contract Price specified in this Agreement has been made by the TOWN Council or (b) that sufficient funds have otherwise been made available for the payment of the Contract Price under this Agreement.

2.06 Appropriations. The Parties understand and acknowledge that the TOWN of MONUMENT is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the TOWN are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the TOWN's current fiscal period ending upon the next succeeding December 31. Financial obligations of the TOWN payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the TOWN of MONUMENT and other applicable law. Upon the failure to appropriate such funds, this Agreement and the entire Contract, as defined in the General Conditions, shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 Contractor Representations. In order to induce the TOWN to enter into this Agreement, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents; Work; the location and Site of the Work; and any and all local conditions and federal, state and local laws,

ordinances, rules and regulations that, in any manner, may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the Site and existing facilities affecting cost, progress, or performance of the Work and correlated its observations at the Site with the requirements of the Contract Documents.

(c) Contractor has given the TOWN written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the TOWN is/are acceptable to the Contractor.

3.02 Contractor Remedy of Defects. Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Agreement for a period of one (1) year or such other time that is specified in the Contract Documents after the date of Substantial Completion, and further agrees to indemnify and hold the TOWN harmless from any costs the Contractor encounters in remedying such defects. Pursuant to Article 15 of the General Conditions, Contractor shall provide the TOWN a performance and payment bond that shall remain in effect until all defects are corrected as required by this paragraph and Article 15 of the General Conditions.

PART 4 - CONTRACT DOCUMENTS

4.01 Contract Documents. The Contract Documents, which comprise the entire Contract between the TOWN and the Contractor, are attached to this Agreement and made a part hereof by this reference, including:

Bid Bond	Drawings	Notice to Proceed
Bid Certification	General Conditions, including table of contents	Performance and Payment Bond
Bid Form	Instruction to Bidders	Specifications
Change Orders	Insurance Certificates and Endorsements	Supplementary Conditions
Construction Agreement	Invitation to Bid	Tax-Exempt Certificates
Construction Agreement Addenda	Notice of Award	Other:

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the Effective Date of this Agreement shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended, or repealed by a modification, in writing, executed by the TOWN and the Contractor as provided in Part 9 of this Agreement and as otherwise provided in the Contract Documents.

PART 5 - ENGINEER AND RESIDENT SUPERINTENDENT

5.01 TOWN Engineer. The TOWN's Engineer, for the purposes of the Contract Documents, is the following, or such other person or firm as the TOWN may designate in writing:

Name: IMEG – Taylor C. Goertz P.E.

Address: 7600 East Orchard Road, Suite 250-S
Telephone: (303) 647-4847
Email: taylor.c.goertz@imegcorp.com

The Engineer is authorized to represent and act as agent for the TOWN with respect to TOWN's rights and duties under the Contract Documents and in accordance with the responsibilities and limitations thereof for the Engineer as set forth in the General Conditions. The Engineer shall not have authority to approve any amendment to the Agreement or Contract Documents, such authority being specifically reserved to the duly authorized official of the TOWN having such approval authority pursuant to the TOWN's Charter, ordinances, and purchasing policy. Notwithstanding the foregoing, the Engineer has the authority to approve Change Orders that do not increase the Contract Price. In the event of doubt as to such authority, the Contractor may request a written representation from the TOWN Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the TOWN.

5.02 Contractor Superintendent. The Contractor's Resident Superintendent, for purposes of the Contract Documents, is the following and shall be Contractor's authorized representative for purposes of the Contract:

Name: Jorge Zavala
Address: 4985 Ironston St. Denver, CO 80239
Telephone: (970) 829-6000
Email: paving@nationalpavementpartners.com

PART 6 - LIQUIDATED DAMAGES

The TOWN and the Contractor recognize that time is of the essence in this Agreement and that the TOWN will suffer financial loss if the Work is not substantially completed within the Contract Times, which includes any extensions thereof allowed by the TOWN by written Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the TOWN if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the TOWN and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the TOWN the applicable amount set forth in Article 15 of the General Conditions for each day that expires after the expiration of the Contract Times until the Work is complete. It is agreed that the amounts set forth in Article 15 of the General Conditions is a reasonable estimate of the damages likely to be suffered by the TOWN for late completion of the Work. If the Contractor fails to pay such liquidated damages promptly upon the TOWN's demand therefor, the Surety on the Performance and Payment Bond shall pay such damages. In addition, and at the TOWN's option, the TOWN may withhold all or any part of such liquidated damages from any payment due the Contractor in accordance with Article 15 of the General Conditions.

PART 7 - MODIFICATIONS

This Agreement shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the TOWN Attorney and in conformance with the other Contract Documents. Pursuant to Article 11 of the General Conditions, the Contract Price and Contract Time may be changed by a Change Order only. The TOWN shall not approve any modification to this Agreement that increases the Contract Price without providing the Contractor written assurance that the TOWN has appropriated funds for the additional amounts.

PART 8 - CONTINGENCY

8.01 Entirety of Agreement. This Agreement is expressly contingent upon the approval of the TOWN of all the terms set forth herein. In the event this Agreement is not approved in its entirety by the TOWN, neither Party shall be bound to the terms of this Agreement.

8.02 Warranty. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he or she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

8.03 Personnel Liability. No officer or employee or agent of the TOWN shall be personally responsible for any liability arising under or growing out of the Agreement or other Contract Documents.

PART 9 – INDEPENDENT CONTRACTOR

9.01 General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a TOWN employee for any purposes.

9.02 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person completing the Work hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

9.03 Insurance Coverage and Employment Benefits. The TOWN will not include the Contractor as an insured under any policy the TOWN has for itself. The TOWN shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

9.04 Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the TOWN for any Employee Benefits; the Contractor will defend the TOWN from any claim and will indemnify the TOWN against any liability for any Employee Benefits for the Contractor imposed on the TOWN; and the Contractor will reimburse the TOWN for any award, judgment, or fine against the TOWN based on the position the Contractor was ever the TOWN's employee, and all attorneys' fees and costs the TOWN reasonably incurs defending itself against any such liability.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 Compliance with Laws and Regulations. All of the Work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with Article 7 of the General Conditions regarding applicable laws and regulations, and shall comply with all applicable ordinances, regulations, and resolutions of the TOWN and shall commit no trespass on any public or private property in the performance of any of the Work identified in this Agreement.

10.02 ADA Compliance. Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. A signed, written certificate stating compliance with the ADA may be requested at any time during the term of this Agreement.

10.03 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin or other protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.04 Governmental Immunity. The TOWN, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the TOWN and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

10.05 Retention and Open Records Act Compliance. All records of the Contractor related to the completion of the Work hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the TOWN’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the TOWN offices or accessible and opened for public inspection in accordance with CORA and TOWN policies. Public records requests for such records shall be processed in accordance with TOWN policies. Contractor agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this paragraph shall result in the immediate termination of this Agreement by the TOWN. For purposes of CORA, the TOWN Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

10.06 No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the TOWN and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

10.07 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement or the other Contract Documents.

10.08 Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Engineer and/or the Resident Superintendent, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

10.09 Force Majeure. Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, disease, acts of God, civil unrest, failure of a third party other than Contractor’s subcontractors to cooperate in providing services, or other occurrences beyond the reasonable control of the Party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Parts 2 and 7 of this Agreement and the applicable provisions of any other Contract Documents, including Article 4 of the General Conditions.

10.010 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement (excluding the other Contract Documents), the terms in this Agreement shall supersede the terms in such exhibit. Conflicts or inconsistencies between the Contract Documents shall be resolved in accordance with Part 4 of this Agreement.

10.011 Release of Information. The Contractor shall not, without the prior written approval of the TOWN, release any privileged or confidential information obtained in connection with the Services or this Agreement.

10.012 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

10.013 Protection of Personal Identifying Information. In the event the Work includes or requires the TOWN to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.

10.014 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the TOWN of MONUMENT and the Contractor and bind their respective entities.

10.015 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, pursuant to Article 2 of the General Conditions and Supplementary Conditions, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

10.016 Insurance Certificates. Insurance Certificates for policies required by the General and Supplementary Conditions for this Agreement shall be sent to the Public Works Department, TOWN of MONUMENT (1445 10th Street) Attention: Anne Beierle, Engineer.

Remainder of page intentionally left blank

Signature page follows

IN WITNESS WHEREOF, the Parties have executed this Construction Agreement to be effective as provided herein.

TOWN OF MONUMENT, COLORADO:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

APPROVED AS TO FORM (*excluding exhibits*):

TOWN Clerk

TOWN Attorney

DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF AGREEMENT:

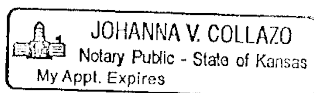
CONTRACTOR:(National Pavement Partners, LLC)

By: _____

Name: Jen Mendoza

Title: Controller

Date: 7/7/2026



STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

The foregoing Construction Agreement was acknowledged before me this 7th day of July, 2026, by Jen Mendoza as Controller of National Pavement Partners.

Witness my hand and official seal.

My commission expires: 03/24/2027.

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

SECTION 00 55 00

NOTICE TO PROCEED

Dated _____

TO: National Pavement Partners, LLC

PROJECT: **Heart of Monument – Parking Lot Improvements**

Engineers Project No.: **PROJECT No. 25005197.37**

AGREEMENT DATE: _____

THE TOWN OF MONUMENT, COLORADO

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing the Work and your other obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Before you may start any Work at the site, paragraph 2.01.B of the Supplementary Conditions provides that the CONTRACTOR shall deliver to TOWN (with copies to ENGINEER) certificates of insurance which the CONTRACTOR is required to purchase and maintain in accordance with Paragraphs 6.02, 6.03, and 6.05 of the General Conditions, and any modification as contained within the Supplementary Conditions of the Contract Documents.

Work at the site must be started by _____, 20____ as indicated in the Contract Documents.

THE TOWN OF MONUMENT

By: _____

Title: _____

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

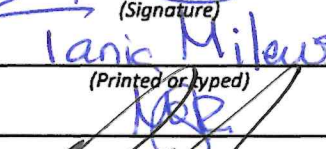
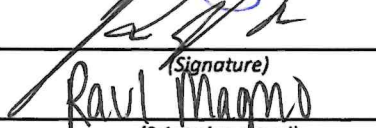
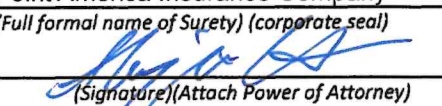
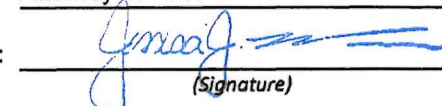
PERFORMANCE BOND

Bond No. SPA150263_269

Contractor Name: National Pavement Partners, LLC Address (principal place of business): 7135 Templeton Gap Road Colorado Springs, CO 80923	Surety Name: SiriusPoint America Insurance Company Address (principal place of business): 1 World Trade Ctr, 285 Fulton St, 47th Fl STE 47J New York, NY 10007
Owner Name: Town of Monument Mailing address (principal place of business): 645 Beacon Lite Road Monument, CO 80132	Contract Description (name and location): Project No. 25005917.37; Heart of Monument - Parking Lot Improvements (26-002) Contract Price: \$ 71,355.00 Effective Date of Contract:

Bond
Bond Amount: \$71,355.00 Seventy One Thousand Three Hundred Fifty Five Dollars and 00/100
Date of Bond:
(Date of Bond cannot be earlier than Effective Date of Contract)
Modifications to this Bond form:
☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal National Pavement Partners, LLC <i>(Full formal name of Contractor)</i> By:  <i>(Signature)</i> Name: Ianic Milewski <i>(Printed or typed)</i> Title:  Attest:  <i>(Signature)</i> Name: Raul Magno <i>(Printed or typed)</i> Title: HR Generalist	Surety SiriusPoint America Insurance Company <i>(Full formal name of Surety) (corporate seal)</i> By:  <i>(Signature) (Attach Power of Attorney)</i> Name: Alycia Marie Hoebener <i>(Printed or typed)</i> Title: Attorney-in-Fact Attest:  <i>(Signature)</i> Name: Jessica J. Winfree <i>(Printed or typed)</i> Title: Surety Account Manager
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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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

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

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

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

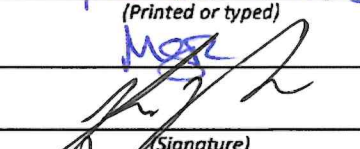
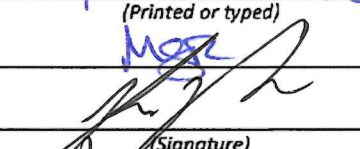
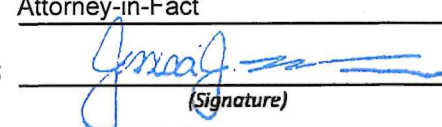
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

- None

PAYMENT BOND

Bond No. SPA150263_269

Contractor Name: National Pavement Partners, LLC Address (principal place of business): 7135 Templeton Gap Road Colorado Springs, CO 80923	Surety Name: SiriusPoint America Insurance Company Address (principal place of business): 1 World Trade Ctr, 285 Fulton St, 47th Fl STE 47J New York, NY 10007
Owner Name: Town of Monument Mailing address (principal place of business): 645 Beacon Lite Road Monument, CO 80132	Contract Description (name and location): Project No. 25005917.37; Heart of Monument - Parking Lot Improvements (26-002) Contract Price: \$ 71,355.00 Effective Date of Contract:
Bond Bond Amount: \$71,355.00 Seventy One Thousand Three Hundred Fifty Five Dollars and 00/100 Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal National Pavement Partners, LLC <i>(Full formal name of Contractor)</i>	Surety SiriusPoint America Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Tania Mileu <i>(Printed or typed)</i>	Name: Alycia Marie Hoebener <i>(Printed or typed)</i>
Title:  <i>(Signature)</i>	Title: Attorney-in-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Raul Magro <i>(Printed or typed)</i>	Name: Jessica J. Winfree <i>(Printed or typed)</i>
Title: HR Generalist	Title: Surety Account Manager
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

**POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK**

MMARIC01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27, 2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Clinton Diers, Jessica Winfree, John Dufresne, John Stanchina, Scott Rooney, Alycia Marie Hoebener

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.



SiriusPoint America Insurance Company

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



Notary Public

My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, 20 26



Paul Mihulka
President



**Marsh McLennan
Agency**

Marsh McLennan Agency
4900 Libbie Mill East Boulevard, Suite 100
Richmond, VA 23230
T +1 804 780 0611 | F +1 804 788 8944

Note

The attached performance and payment bonds and power of attorneys are not dated. As soon as the exact contact date is known, please insert that date before presenting your bonds to the owner.

Thanks

Alycia M. Hoebener
Surety Account Manager

MAINTENANCE BOND

Bond No. SPA150263 269

KNOW ALL MEN BY THESE PRESENTS:

That National Pavement Partners, LLC
7135 Templeton Gap Road Colorado Springs, CO 80923,
as Principal, hereinafter called Contractor, and SiriusPoint America Insurance Company
1 World Trade Ctr 285 Fulton St 47th FL STE 47J New York NY 10007, as Surety, hereinafter called Surety, are held
and firmly bound unto Town of Monument
645 Beacon Lite Road Monument, CO 80132, as Obligee, hereinafter
called Owner, in the penal sum of Seventy One Thousand Three Hundred Fifty Five Dollars and
00/100 Dollars (\$ 71,355.00), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WIIEREAS, Contractor has constructed various public improvements:

Project No. 25005917.37: Heart of Monument - Parking Lot Improvements (26-002)

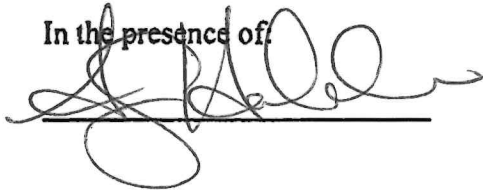
in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting
therefrom, which shall appear within a period of One Year from the date of substantial
completion of the work provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 14 day of July, 2026.

In the presence of:

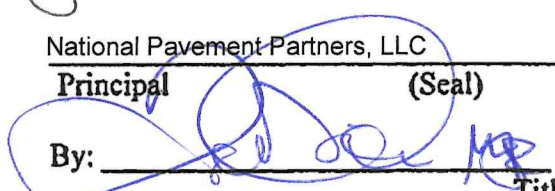


SARAH JAMISON HOBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184045721
MY COMMISSION EXPIRES MAY 28, 2028

National Pavement Partners, LLC

Principal

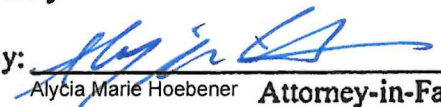
(Seal)

By: 

Title

SiriusPoint America Insurance Company

Surety

By: 

Alycia Marie Hoebener Attorney-in-Fact

**POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK**

MMARIC01_0323

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RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Clinton Diers, Jessica Winfree, John Dufresne, John Stanchina, Scott Rooney, Alycia Marie Hoebener

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.



SiriusPoint America Insurance Company

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



Notary Public

My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, 2026



Paul Mihulka
President



Marsh McLennan Agency
4900 Libbie Mill East Boulevard, Suite 100
Richmond, VA 23230
T +1 804 780 0611 | F +1 804 788 8944

Note

The attached performance and payment bonds and power of attorneys are not dated. As soon as the exact contact date is known, please insert that date before presenting your bonds to the owner.

Thanks

A handwritten signature in blue ink, appearing to read 'Alycia M. Hoebener', with a long, sweeping horizontal line extending to the right.

Alycia M. Hoebener
Surety Account Manager

MONTHLY REPORT TO TOWN COUNCIL

June, 2026

Prepared by
Madeline VanDenHoek,
Town Manager



Summer evenings came alive in June at Limbach Park as the Town of Monument's Concerts in the Park series featured Vinyl Nation, Hot Boots Band, Winchester Road, and Voodoo Mountain. Thank you to everyone who joined us for another month of music, community, and fun in the park!

TOWN MANAGER'S MESSAGE

June was a productive month for the Town. We hosted the Regional Managers lunch and held our annual picnic. I also attended the UCCS Economic Forum with Planning Director Ungerleider and Leadership Pikes Peak with our finance intern, Emma Beery. Staff continued work on the 2027 Budget in preparation for presenting the first draft to Council in August.

The Police Department celebrated several accomplishments, including Officer Teeples' promotion to Sergeant, Lieutenant Owens' completion of the FBI National Academy, and another successful Cops and Bobbers community event. Portia Hermann coordinated with Kiwanis, the Chamber of Commerce, Public Works, and the Police Department to prepare for Fourth of July activities.

Summer also remains a busy season for maintaining parks, streets, fleet equipment, and water infrastructure. The Heart of Monument Park playground and parking lot projects were advertised for bid, and we anticipate bringing those contracts to Council in July.

June also offered meaningful opportunities to strengthen community connections through another successful month of Concerts in the Park and staff volunteer efforts to beautify Third Street before the Fourth of July festivities. Thank you to our dedicated employees for their continued commitment to serving the Town of Monument.

Investing in leadership and professional development helps build a stronger communities. Town Manager Madeline VanDenHoek and Summer Intern Emma Beery recently attended the 2026 Community Leadership Conference, where they joined fellow leaders discussing community engagement, innovation, and public service.



Community pride starts with service. Earlier this month, Town staff volunteered a few hours to pull weeds and beautify Third Street ahead of the 4th of July Parade and Street Fair, helping create a welcoming atmosphere for all who attended this cherished community event.



ADMINISTRATION

- Developed a candidate and election resource guide for the upcoming election and updated the election webpage.
- Developed Laserfiche templates and a tracking system for FCPA forms, filings, and complaints and uploaded older filings into the repository.
- Contacted Veregy to request submission of all pay applications through June 30 to support compliance with DOLA end-of-fiscal-year reporting requirements.
- Drafted a resolution calling for the 2026 election, designating Tina as DEO, and authorizing execution of an IGA for election administration.
- Created an infographic to promote the candidate information session, linked it to the election webpage, and coordinated with Portia for social media and newspaper distribution closer to the event.
- Created a public notice detailing the election, available offices, and nomination petition process and provided it to Tina for website and newspaper publication.
- Wrote an article for the Summer 2026 newsletter to inform residents about the upcoming election, encourage engagement, and provide candidacy resources.
- Rewrote the public notice and newsletter articles and requested updates to the ordinance and resolution for the paid parking program in response to Council direction to allow annual resident permits and remove exemptions during town-sponsored events.
- Completed midyear performance reviews and assessments for all employees and held individual meetings.
- Recognized Tina's nine-year work anniversary.
- Analyzed the attorney invoice, requested revisions, and incorporated updates into spending trend reports.
- Added payroll details to Finance to support the migration and coding of those records.
- Tested the Microsoft Office integration with a couple of Laserfiche users.
- Created quick guides for getting the Microsoft integration set up, and another for the process of manually adding records to the public portal.
- Created an automatic workflow to apply records management properties to entire folders of records and began systematically reviewing our repository and applying the workflow.

New Brick-and-Mortar Business Quarter 2

Scenthound Monument	810 Sky Vista Pt Ste 130
Silver Key Senior Services, Inc	586 Hwy 105 Unit 120
Healing Spa	481 W Highway 105 unit 208
Acu Relief	212 Washington St Ste H
The Corner Collective	229 Front St Ste 110
Walmart EV Charging #3227	16218 Jackson Creek Parkway
Ruby Rae's Vintage Tea House LTD	251 Front St Ste 3
The Little Blue Barn	245 Front St Ste110
Mountain Mama Pelvic Health	267 Washington St
ADRORO LLC	245 Front St Ste 100

Newly Compliant Brick-and-Mortar Business Quarter 2

Cottonwood Creek Wellness Center	430 Beacon Lite Rd Ste 115
Allen Healthcare Solutions	430 Beacon Lite Rd Ste 100
Warrior Insurance and Service Group	16055 Old Forest Pt Ste 203
Mason Law and Planning Group	16055 Old Forest Pt Ste 301
Purple Mountain Builders	325 2 nd Street Ste G
Brooks Brothers Cabinetry	530 E. 8 th St.
Lee & Associates Real Estate	523 2 nd St.

FINANCE & HUMAN RESOURCES

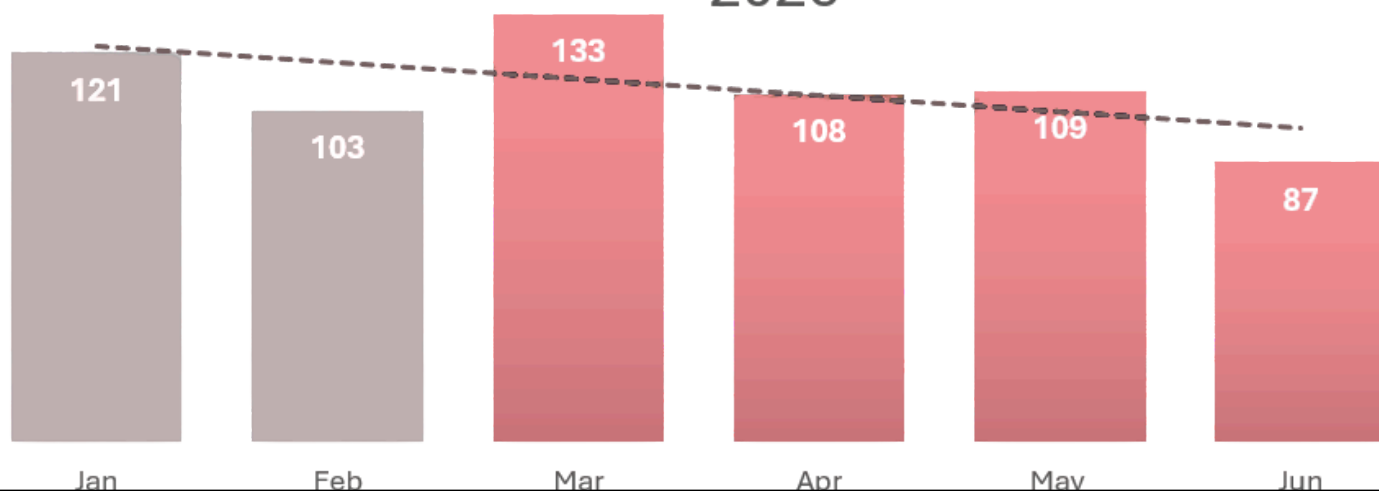
- Staff presented the Monument Lake paid parking options and water rate increase options to the Citizens Service Levels Advisory Committee for their feedback.
- Finance is working collaboratively with IT to begin developing an inventory control system.
- Following adoption of the NACHA policy, staff are preparing procedures to help protect the Town against fraud.
- Finance is assuming oversight of the Court and has initiated the transition which is expected to take approximately 6-8 weeks.
- User fee study has been finalized internally and will be presented to Town Council for approval in July.
- User fee audits continue, as do sales tax audits.
- The 2025 audit is complete and will be presented to the Town Council in July.
- Initial 2027 budget revenues and expenditures have been compiled and were presented to the Town Manager and Leadership Team as work continues to prepare the proposed preliminary budget to the Town Council in August.
- Human Resources on-boarded one new Police Officer and posted a records clerk position for the Police Department.

INFORMATION TECHNOLOGY

- Completed 109 IT support tickets in May and 87 in June. The IT Director resolved 37% of all tickets in May and 33% of tickets in June.
- Upgraded three mobile devices to enhance performance and security.
- Deployed two rugged Mobile Data Computers (MDCs) for the Police Department, replacing end-of-life equipment.
- Completed full technology onboarding for Officer Cordova and Officer Byrne.
- Supported the Planning Department by troubleshooting and reconfiguring SharePoint settings to restore calendar functionality.
- Executed multiple change management technology initiatives to improve system stability and governance, including implementation of a critical Caselle Systems update.
- Coordinated a cost comparison assessment for the replacement of the Water Department SCADA server and evaluated an initial quote of \$2,685 to support infrastructure planning and system reliability.
- Provided technology onboarding support for summer intern Emma Beery.
- Completed 2026 amended budget submissions, developed the 2027 IT budget, and prepared department-level IT cost allocation projections to support long-range planning and financial stewardship.
- Resolved recurring Outlook and calendar issues affecting the Town Manager by identifying a legacy litigation hold configuration as the root cause, collaborating with EnvisionIT on remediation efforts, and conducting a broader email account audit to correct similar issues where identified.
- Continued coordinating with EnvisionIT and SmartSystems to investigate and address Council Chambers audio/visual anomalies, with ongoing monitoring showing no recurrence of issues since the last reported incident.
- Submitted a 2026 amended budget request to address Council Chambers monitor latency and input responsiveness concerns, supporting future improvements to meeting technology and user experience.
- Attended planning sessions and provided technical support for the Police Department's transition to new evidence management and CAD systems in response to regional system changes involving Colorado Springs Police Department and the El Paso County Sheriff's Office.

- Supported long-term planning efforts associated with the Police Department's future transition to Axon technology platforms, currently anticipated for implementation in late 2027 or early 2028.
- Provided approximately three hours of one-on-one technology assistance to five Silver Key members, helping community members address issues such as spam prevention, mobile phone configuration, fingerprint authentication, photo organization, bookmark management, and display settings.
- Continued delivering reliable and responsive IT services while supporting critical infrastructure improvements, public safety technology initiatives, departmental operations, and strategic organizational objectives.
- Maintained stable support performance levels while advancing device upgrades, system optimization efforts, cybersecurity and governance initiatives, budget planning activities, and enterprise technology improvements throughout the organization.

IT Support Tickets - Closed 2026



PLANNING

	Permit Type	Jun-26		CYTD-2026		Jun-25		CYTD-2025	
		Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value
Single Family	Single Family								
	New	32	\$10,718,306	121	\$385,258,650.21	11	\$3,774,656.42	143	\$91,340,270
	Addition/Remodel	3	\$9,848	22	\$163,329	7	\$98,750	47	\$577,241
	SF Subtotal	35	\$10,728,154	143	\$385,421,979	18	\$3,873,406	190	\$91,917,511
Multi Family	Multi-Family								
	New	0	\$0	0	\$0	0	\$0	0	\$0
	Addition/Remodel	0	\$0	0	\$0	0	\$0	0	\$0
	MF Subtotal	0	\$0	0	\$0	0	\$0	0	\$0
Commercial	Commercial								
	New	1	\$3,300,000,000	4	\$17,363,251.00	0	\$0	8	\$23,164,303
	Addition/Remodel	0	\$0	0	\$0	0	\$0	2	\$10,000
	COM Subtotal	1	\$3,300,000,000	4	\$17,363,251	0	\$0	10	\$23,174,303
Total Builds		36	\$3,310,728,154	147	\$402,785,230	18	\$3,873,406	200	\$115,091,814

- Issued 36 permits during June.
- Brooke Holtz continued improving procedures for tracking department finances and managing user fee reimbursements related to engineering reviews, inspections, and Town Attorney consultations.

Fees	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun
Commerical Alteration	\$825	\$2,225	\$0	\$0	\$0	\$0
Commerical New - TOM	\$0	\$0	\$0	\$0	\$0	\$69,134
Commerical New - TRIVIEW	\$26,911	\$176,539	\$0	\$0	\$0	\$0
Commerical One Stop	\$100	\$400	\$200	\$130	\$1,550	\$500
Land Use	\$11,550	\$0	\$1,650	\$4,100	\$7,500	\$400
Miscellaneous	\$450	\$350	\$0	\$0	\$0	\$0
One Stop	\$157	\$0	\$572	\$0	\$1,163	\$1,125
Public Works	\$1,875	\$4,350	\$1,175	\$3,425	\$2,200	\$3,525
Residential Alteration	\$2,922	\$460	\$360	\$1,314	\$205	\$561
Residential New - TOM	\$53,202	\$33,163	\$18,796	\$11,489	\$20,701	\$12,224
Residential New - TRIVIEW	\$287,143	\$445,982	\$752,665	\$658,850	\$653,841	\$1,726,139
Total Fees	\$385,135	\$663,469	\$775,417	\$679,308	\$687,160	\$1,813,609
Number of Permits	36	37	28	25	37	51
Average Fees Per Permit	\$10,698	\$17,932	\$27,693	\$27,172	\$18,572	\$35,561

- Received and began reviewing the first rough draft of the Monument 2040 Comprehensive Plan, with staff preparing detailed comments for the consultant team and working toward a refined draft for steering committee and public review later in the month.
- Met with the Town Engineer to begin implementing the recently adopted 2026 Stormwater Master Plan, including prioritizing capital projects and maintenance needs, evaluating code amendments to support stormwater regulations, and advancing development of a consolidated stormwater and inspection program.
- Presented preliminary findings from the user fee study to Town Council, outlining the full cost of providing municipal services and initiating the development of recommendations for future fee adjustments and cost-recovery strategies.
- Continued refining the draft Roadway Design Standards Manual based on feedback from partner agencies, property owners, and the development community, with the goal of improving development review efficiency, enhancing public safety, and reducing long-term infrastructure maintenance costs.
- Received notification that the Town was not selected for the SIPA grant to support updated permitting software and began incorporating reviewer feedback into plans for resubmission during the next grant funding cycle.
- Presented the Falcon Commerce Center Phase 2 Major PUD Amendment and the Santa Fe Meadows Final PUD Plan to the Planning Commission, both of which received recommendations for approval and were forwarded to Town Council for final consideration.
- Presented an initial report on data centers to Town Council, resulting in direction to prepare a temporary moratorium while staff evaluates potential land use and development code updates related to the proposed use.
- Completed surveys with Town Council and the Planning Commission regarding potential updates to Land Development Code design standards for metal buildings, helping guide future policy discussions and code amendments.
- Began preparing Phase 1 of the Land Development Code updates, focusing on streamlining review procedures, establishing consistent approval timelines, improving submittal requirements, and enhancing overall code organization and usability.
- Increased public engagement with GIS resources, with town web maps receiving 750 views during the past 30 days, representing continued growth in the use of online mapping tools.

- Developed reference maps to support Capital Improvement Program planning efforts, refined the Police Department safety map to improve functionality and accuracy, and updated the interactive zoning map to reflect recent zoning changes and approvals.
- Continued processing a variety of development applications and construction document reviews, supporting active private development and infrastructure projects throughout the Town.
- Began recruitment efforts for a new Planner I – Code Compliance Official position, interviewing five candidates from a pool of 24 applicants and advancing plans to establish a formal code compliance program in response to Town Council direction.
- Continued promoting Planning Commission vacancies, including one regular member position and two alternate positions, while encouraging community members to participate in shaping Monument's future growth and development through public service.

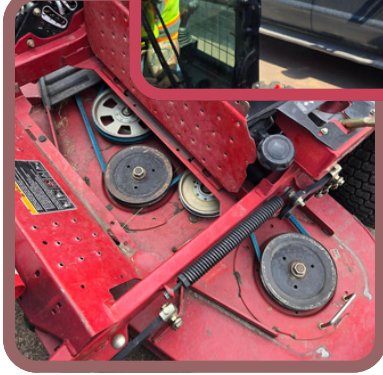
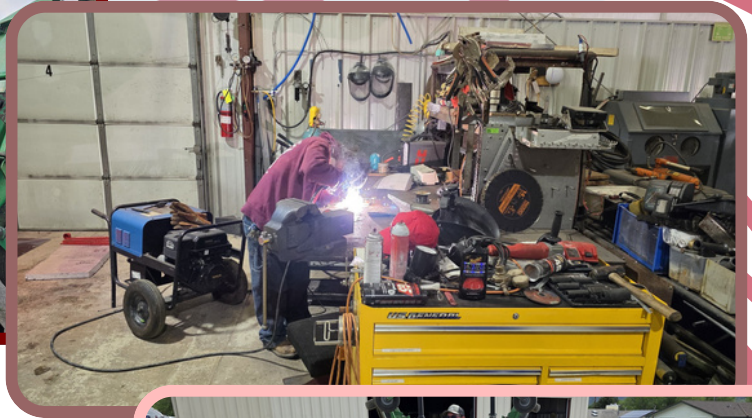
POLICE

- Welcomed Officer Brandon Cordova to the Monument Police Department, bringing valuable law enforcement experience from the Pueblo Police Department.
- Recognized Lieutenant Owens for successfully completing the FBI National Academy, a prestigious professional development program that enhances leadership, management, and law enforcement skills.
- Promoted Officer Teeples to the rank of Sergeant, reflecting professional achievement and the department's ongoing commitment to leadership development.
- Celebrated Officer Thompson's selection as the Masonic Lodge Officer of the Year in recognition of outstanding service, professionalism, and dedication to the community.
- Assisted the Planning Department with interviews for the Planner I/Code Compliance position, supporting interdepartmental recruitment efforts and evaluation of qualified candidates.
- Hosted the department's second annual Cops and Bobbers event, which was highly successful and featured strong participation from the El Paso County Sheriff's Office, Scheels, and Colorado Parks and Wildlife, providing a positive community engagement opportunity for local youth and families.
- Completed installation of the new security fence surrounding the Police Department parking area, improving site security and access control, with final electrical work remaining for full project completion.
- Conducted a Community Engagement Group meeting featuring interactive Shoot/No Shoot scenarios, providing participants with insight into law enforcement decision-making processes and generating positive feedback from attendees regarding the experience.

PUBLIC WORKS

Fleet:

- Prepared the older loader for repair of the tool carrier attachment, ensuring the equipment is ready for maintenance and return to service.
- Replaced the deck belt on one of the zero-turn mowers to maintain operational efficiency and support ongoing mowing activities.
- Performed a temporary repair to the carriage lock on the wing mower to keep the equipment operational while replacement parts were ordered for a permanent repair.
- Prepared four ATVs for participation in the Fourth of July parade, including inspections and readiness checks to ensure safe and reliable operation.
- Prepared Public Works UTVs for the Fourth of July parade, ensuring the vehicles were clean, operational, and ready for community events and department representation.

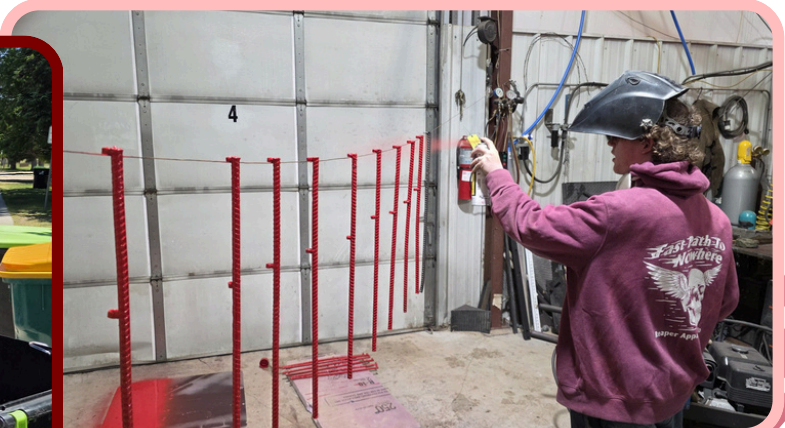


Parks:

- Set up and broke down the Memorial Day event.
- Cut down and disposed of a tree to provide the Water Department access to a main line during a water break.



- Picked up trash bins prior to events at the park.
- Dug a hole for a memorial tree.
- Completed backhoe training.
- Completed weekly trash pickup at all town-owned trash receptacles.
- Picked up trash prior to mowing native areas.
- Completed welding training.
- Trimmed trees.
- Planted a new memorial tree at Dirty Woman Creek Park.
- Completed weekly mowing and trimming of all irrigated parks and the cemetery.
- Made and painted new flag holders for veterans' grave sites.
- Picked up overflowing trash bins from the lake and dumped them at the town shop.
- Planted a new tree by the pavilion at Dirty Woman Creek Park.
- Picked up trash along Old Denver Highway.



Streets:

- Picked up additional bin blocks for Fourth of July road closures.
- Began painting crosswalks and stop bars on 3rd Street, 2nd Street, and throughout the Creek Valley neighborhood to prepare for the parade.
- Painted and thermoplastically applied the word "STOP" beneath stop bars at designated intersections.
- Installed 22 new "No Parking" signs on Mitchell Avenue to improve safety and maintain bike lane access.
- Installed boulders along Mitchell Avenue adjacent to Lake of the Rockies to enhance safety and protect bike lane passage.
- Deployed the street sweeper throughout the week to clean roadways and prepare for the Fourth of July parade.
- Added orange flags to stop signs in Willow Springs to address safety concerns for police officers and children.



Water:

- Acquired a mower to maximize use of the new trailer, support wellhouse maintenance operations, and expand departmental mowing capabilities to offset reduced seasonal staffing in 2026.
- McShane curb work completed following service line break from last November.
- Re-formed and poured curb on the Police Department side of Town Hall to provide an additional parking space.
- Replaced multiple meters with identified issues throughout the system.
- Assisted with various leak investigations and repairs across the district.
- Responded to and repaired a major leak at Monument Plaza; investigation and excavation required approximately 20 hours to locate and repair the issue.
- Asphalt restored at the monument plaza break site following repairs.
- Worked with the school district's contractors on plans for the upcoming fire line and distribution tie-in.
- Collaborating with IMEG to update the district's standards manual.
- Installed vinyl operational hours on the door at the Public Works Building.

