

# TOWN OF MONUMENT

Land Development Code



JUNE 7, 2021

**TITLE 18**

**TOWN OF MONUMENT LAND DEVELOPMENT CODE**

<b>CHAPTER 1</b>	<b>GENERAL PROVISIONS</b>
<b>CHAPTER 2</b>	<b>SUBDIVISION</b>
<b>CHAPTER 3</b>	<b>ZONING</b>
<b>CHAPTER 4</b>	<b>SUPPLEMENTAL USE STANDARDS</b>
<b>CHAPTER 5</b>	<b>DEVELOPMENT STANDARDS</b>
<b>CHAPTER 6</b>	<b>SIGNS</b>
<b>CHAPTER 7</b>	<b>DEFINITIONS</b>
<b>APPENDIX ONE</b>	<b>DEVELOPMENT REVIEW APPLICATION AND SUBMITTAL CHECKLISTS</b>
<b>APPENDIX TWO</b>	<b>MODEL PUBLIC IMPROVEMENTS AGREEMENT (PIA)</b>
<b>APPENDIX THREE</b>	<b>MODEL SMALL CELL FACILITY MASTER LICENSE AGREEMENT</b>

## Chapter 18.01: General Provisions

### SECTIONS:

<i>Article 1</i>	<i>Purpose and Applicability</i>
<b>18.01.110</b>	<b>Title</b>
<b>18.01.120</b>	<b>Authority</b>
<b>18.01.130</b>	<b>Jurisdiction</b>
<b>18.01.140</b>	<b>Purpose</b>
<b>18.01.150</b>	<b>Interpretation</b>
<b>18.01.160</b>	<b>Effective date; application to development in progress</b>
<b>18.01.170</b>	<b>Severability</b>
<b>18.01.180</b>	<b>Violation and enforcement</b>
<b>18.01.190</b>	<b>Amendments</b>
<i>Article 2</i>	<i>Administration and Procedures</i>
<b>18.01.210</b>	<b>Compliance</b>
<b>18.01.220</b>	<b>Review process</b>
<b>18.01.230</b>	<b>Preapplication conference</b>
<b>18.01.240</b>	<b>Determination of completeness</b>
<b>18.01.250</b>	<b>Application referral</b>
<b>18.01.260</b>	<b>Public notice requirements</b>
<b>18.01.270</b>	<b>Record of decision</b>
<b>18.01.280</b>	<b>Duration of approval</b>
<i>Article 3</i>	<i>Vested Property Rights</i>
<b>18.01.305</b>	<b>Purpose</b>
<b>18.01.310</b>	<b>Site-specific development plan</b>
<b>18.01.315</b>	<b>Vesting of property rights</b>
<b>18.01.320</b>	<b>Effect of conditional approval</b>
<b>18.01.325</b>	<b>Effective date</b>
<b>18.01.330</b>	<b>Duration</b>
<b>18.01.335</b>	<b>Vesting pursuant to agreement</b>
<b>18.01.340</b>	<b>Written designation</b>
<b>18.01.345</b>	<b>Zoning or subdivision</b>
<b>18.01.350</b>	<b>Notice</b>
<b>18.01.355</b>	<b>Limitation on remedy</b>
<b>18.01.360</b>	<b>Reservation</b>
<i>Article 4</i>	<i>Fees</i>
<b>18.01.410</b>	<b>Intent</b>
<b>18.01.420</b>	<b>Establishment of departmental policies</b>
<b>18.01.430</b>	<b>Fee structure</b>
<b>18.01.440</b>	<b>Payment of fees and refunds</b>
<b>18.01.450</b>	<b>Fees and lien</b>
<b>18.01.460</b>	<b>Work commencing before permit issuance</b>
<b>18.01.470</b>	<b>Related fees</b>
<i>Article 5</i>	<i>Board of Adjustment</i>
<b>18.01.510</b>	<b>Membership</b>
<b>18.01.520</b>	<b>Powers and duties</b>
<b>18.01.530</b>	<b>Appeal procedures and variance applications</b>
<b>18.01.540</b>	<b>Review criteria</b>

*Article 1*

*Purpose and Applicability*

**18.01.110 Title.**

This title shall be known as the "land development code of the Town of Monument, Colorado," "this code," or "this title," and may be so pleaded and cited.

**18.01.120 Authority.**

This title is authorized by the Colorado Revised Statutes, as amended, including, without limitation, CRS 31-23-101 et seq, 29-20-101 et seq, 24-67-101, et seq and 24-65.1-101, et seq.

**18.01.130 Jurisdiction.**

This title shall apply to all land located in the Town and all land in the process of annexation into the Town, as well as with respect to a major street plan only: all land within three (3) miles of the Town boundaries.

**18.01.140 Purpose.**

The purpose of this title is to promote the health, safety, convenience, order, prosperity, aesthetics, environmental quality, and general welfare of the present and future inhabitants of Monument, Colorado. This title is designed, intended and should be administered in a manner to:

1. Implement the Town's comprehensive plan, and in particular the following vision statements from that plan:
  - a. New development should add to, not detract from the quality of life and natural features cherished by citizens;
  - b. Provide the residents of Monument with adequate and cost-effective public facilities and community services by coordinating and consolidating the delivery of services, particularly water and sewer; and
  - c. Continue to develop and maintain a park and open space system that is linked together by a series of trails and sidewalks.
  - d. Maintain a balance between developed lands and natural amenities throughout the Tri-Lakes area.
  - e. Continue revitalization efforts in the downtown area by promoting more community gathering places, events, and a broader mix of uses that will ensure that downtown continues to serve as the heart of the community; a place for eating, entertainment, specialty retail, and live/work housing.
2. Harmoniously relate the development of the various tracts of land to the existing community and facilitate the future development of appropriate tracts;
3. Provide for adequate, safe and efficient public utilities, transportation, and pedestrian circulation and improvements; and to provide for other general community facilities and public places;
4. Provide for light, air, parks, open space, and other spaces for public use;

5. Provide for protection from fire, flood, geologic hazards and other dangers; and to provide for proper design of stormwater drainage and streets;
6. Provide that the cost of improvements which benefit the tract of land being developed be borne by the owners/developers of the tract, and the costs of improvements which benefit the entire community be borne by the entire community;
7. Provide for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and the importance to the quality of life in Monument;
8. Provide for the preservation and conservation of significant stands of native vegetation;
9. Ensure adequate access is provided for all development.
10. Promote the general health, safety, and welfare of the present and future inhabitants of Monument.

**18.01.150 Interpretation.**

In the interpretation and application of the provisions of this title, the following shall govern:

1. Provisions are Minimum Requirements. In their interpretation and application, the provisions of this title shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, morals, convenience, prosperity and welfare. This title shall be regarded as remedial and shall be liberally construed to further its underlying purposes.
2. Application of Overlapping Regulations. Whenever both a provision of this title and any other provisions of this title or any provision of any other law, ordinance, resolution, rule or regulation of the Town contains restrictions covering any of the same subject matter, whichever provisions are more restrictive or impose higher standards or requirements shall govern.

**18.01.160 Effective date; application to development in progress.**

- A. Any development application initiated on and after July 16th, 2021, shall be reviewed pursuant to the review process and standards set for this this title, as adopted by Ordinance 25, Series 2021. All development applications submitted for review prior to July 16th, 2021, shall be reviewed pursuant to the regulations in applicable portions of former Monument Municipal Code titles 16 and 17 in force prior to that date. Such prior regulations are continued in force and effect for that limited purpose only. Upon approval or denial of all such remaining applications, the prior regulations shall be deemed repealed. In no event shall any resubmission of an application after its rejection, or any development application filed after the effective date of this title, be reviewed under any such prior regulations.
- B. On the effective date of the enactment of this title (July 16th, 2021), there exist with the Town numerous preliminary and final development approvals of various types, including rezoning approvals, subdivision, planned development approvals, conditional and use by special review approvals, and issued building permits. Each of said approvals shall be subject to the requirements of this title, provided, however, that for the purpose of measuring the time of expiration of such approvals, each such approval shall be deemed to have been issued on the effective date of this title (July 16th, 2021). A preexisting use by special review approval shall be considered an approved conditional use under

Section 18.03.320, complete with all of the rights, benefits, and limitations as originally issued. It is the intent of this title that such preexisting approvals, issued prior to the effective date of this title, not be deprived of the full benefit of the periods of time granted prior to expiration, all as provided herein.

- C. Existing Permits. This title is not intended and shall not abrogate or annul any permits issued or agreements made before the effective date of this title.

**18.01.170 Severability.**

It is declared to be the intention of the Board of Trustees of the Town that the sentences, clauses and phrases of this title are severable and if any sentence, clause or phrase of this title be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sentences, clauses or phrases of this title since the same would have been enacted by the Board of Trustees without the incorporation of any unconstitutional or invalid sentence, clause or phrase.

**18.01.180 Violation and enforcement.**

- A. It is a misdemeanor for any person to violate any of the provisions stated or adopted in this title. Each day that a violation of this title continues shall constitute a separate and distinct offense. Notwithstanding any provision of the code to the contrary, punishment upon conviction is limited to fines and court costs - no imprisonment shall be imposed.
- B. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained or any building, structure, or land is used in violation of this title, the Town in addition to other remedies may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, and or to prevent any illegal act, conduct, business or use in or about such premises.
- C. All departments, officials, and public employees of the Town vested with the duty or authority to issue permits shall conform to the conditions of this title and shall issue no permit, certificate or license for any purposes in conflict with its provisions. Any permit, certificate or license so issued shall be null and void.
- D. Once a construction permit has been issued, it is unlawful for the subject property to be occupied or otherwise used unless and until a certificate of occupancy has been issued by the Pikes Peak Regional Building Department.
- E. The Director or other duly appointed Town officer shall be charged with the responsibility of enforcing the provisions of this title. The Town's engineering inspector shall be authorized to make inspections on both public and private property to assure conformance to approved plans and approved Town standards, to review complaints, and to perform such other tasks necessary to ensure compliance with the provisions of this title.
- F. In the event there is a violation of this title, the Director shall be authorized to take the following steps:
  - 1. In the event of a material violation of an approved plan or approved Town standard during construction, the Town may order a contractor to stop work until the violation is corrected if, in its sole judgment, the Town's representative feels that continuation of the work could cause ongoing violations to continue, or could cause a concern for public health, safety, or welfare.

2. In the event a contractor is performing any type of site development work without first obtaining a proper permit or permits from the Town and any other applicable agencies, the Town may order the contractor to stop work until proper permits are obtained.
  3. Each order to stop work shall remain in effect until all nonconforming work is corrected, or all applicable permits are obtained by the contractor, and the administrative fee required by the Town of Monument Current Fee Schedule, Section 18.01.410 is paid to the Town to cover expenses incurred in the issuance of the stop work order. Should a contractor persist in performing work in violation of approved plans or applicable Town standards, or without an applicable permit or permits, despite the issuance of a stop work order by the Town, the Town shall have the right to prosecute in the municipal court or terminate the use in the manner described below.
- G. Termination of Use. In the event there is any violation of this title which in the opinion of the Director jeopardizes the health, safety or welfare of the people, the Director may remove, restrict, terminate or otherwise prevent such violation from continuing and shall levy such costs incurred in such action against the violator or property owner.
- H. Any violation of this title may be prosecuted by any means available at law including, but not limited to, enforcement by the Town in municipal court.

**18.01.190 Amendments.**

Text amendments to this title may be initiated by the Town staff, Planning Commission or the Board of Trustees. The procedure for review and adoption of an ordinance making such amendments shall be the same as for any other legislative action of the Board of Trustees. Amendments to the boundaries of zone districts (rezoning) follow the procedure identified in Section 18.01.220. Private persons may not initiate text amendments, other than via initiative under the Colorado Constitution.

*Article 2*

*Administration and Procedures*

**18.01.210 Compliance.**

- A. No building permit, business or occupation or license, or site plan approval shall be issued except in compliance with this title. No land shall be used or occupied, and no structure shall be designed, erected, altered, used or occupied except in conformity with all regulations established in this title and upon performance of all conditions set forth in this title.
- B. Limitations on Sales and Rentals of all Land and Structures. No person and no officer or employee thereof (either as owner or as participating principal, agent, servant or employee of such owner) shall sell, rent or lease any land or structure upon the representation, that such land or structure may be used or occupied in a manner or for a use prohibited by this title.
- C. Limitations on Municipal Agencies. No permit, certificate, license or other document the use of which may be subject to the provisions of this title, shall be issued by any department, agency or board of the Town until the use to be made of the permit, certificate, license, other document is in compliance with the provisions of this title.
- D. No person shall subdivide any tract of land which is located within the Town except in conformance with the provisions of Chapter 18.02 of this title.
- E. Construction and/or building permits shall not be issued for the construction or reconstruction of structures upon any land, or the addition to any building or structure situated on any land, or other improvements requiring a building permit, unless such land is zoned for the use proposed and if required, has been subdivided and platted in accordance with the procedures set forth in Chapter 18.02. A whole platted lot is required for compliance with this requirement.
- F. No person or related entity delinquent in the payment of any money owed to the Town, in any amount or for any purpose, including, but not limited to, any delinquent taxes, permit fees, Court fines, cost or judgments, fees, surcharges or assessments, may be granted any Town permit, other Town discretionary permission or paid any consideration from the Town, pursuant to a contractual obligation or otherwise, until payment in full has been received by the Town or other financial arrangements are made that are satisfactory to the Director.
- G. No construction permit shall be issued for construction until a site plan shall have been approved by the Town and further, until there has been compliance with all platting procedures of Chapter 18.02.
  - 1. The Director or designee shall have the authority in unusual circumstances to issue a grading permit prior to site plan approval including but not limited to grading needing to be accomplished in conjunction with adjacent public improvements.
  - 2. When such circumstances exist, the Director or designee shall clearly note the unusual circumstances justifying the issuance of the grading permit prior to site plan approval. Certificates of occupancy shall not be issued for any structure until all required landscaping, Town-required private improvements, and other amenities related to the structure are completed or appropriate sureties have been filed with the Town to assure their completion.
- H. When the Town code, policies, or other regulations do not contain specific information regarding details or standards, the current versions of the following regulations and/or standards shall apply:

1. City of Colorado Springs Engineering Division Standard Specifications.
2. City of Colorado Springs and El Paso County Drainage Criteria Manual—Volumes I & II.
3. State of Colorado Department of Public Health and Environment.
4. National Pollutant Discharge Elimination System (NPDES).
5. Town of Monument Water Utility Policies and Standards.
6. Town of Monument Roadway Design and Technical Criteria Manual.
7. Town of Monument Sanitary Sewer Collection System Specifications.
8. Triview Metropolitan District Design Criteria and Construction Specification Manual for Residential Development.

Note: Within the Triview Metropolitan District, where a conflict exists between Triview standards and Town standards, the more stringent shall apply.

**18.01.220 Review process.**

- A. Except as otherwise specified, any property owner may apply for approval of land development pursuant to this title.
- B. Complete applications must be submitted at the point of initiation of the land development review process. A separate application is required for each phase of a subdivision or planned unit development. The application shall include all of the items identified in Appendix One for the type of approval sought. Incomplete applications will not be scheduled for review until a determination of completeness is issued.
- C. The number of copies of the required application and associated subdivision requirements are shown on Appendix One. All maps and reports shall bear suitable evidence of the professional qualifications of the person responsible for the preparation of the map or report. Engineering information must be certified by a professional engineer licensed in the state of Colorado. All required documents containing land survey descriptions and topographic maps must be certified by a professional land surveyor licensed in the state of Colorado.
- D. Except as otherwise set forth in this title for administrative review, land use applications are reviewed by both the Planning Commission and the Board of Trustees, as shown on the Review Procedures Chart (Table 1.1), below. The Planning Commission reviews an application and makes a recommendation to the Board of Trustees, unless the Commission is the final review body, all as shown on Table 1.1.
- E. The Planning Commission and Board of Trustees shall consider all the evidence presented by the applicant and other interested parties, comments of review agencies, recommendations of the Town staff, and comments from the public.
- F. The Planning Commission shall complete its review and make its recommendation to the Board of Trustees no later than thirty (30) days from the date of the initial Commission meeting or hearing. The Planning Commission may recommend approval, conditional approval or denial, indicating any particular conditions for approval, and its reasons for a recommendation of denial.

- G. The Board of Trustees shall act upon the application within forty-five (45) days of the date of the Planning Commission action. The Board of Trustees may approve, approve with conditions, or deny an application. Conditions may be imposed on length of permit approval or other aspects of the activity designed to ensure compatibility with the standards of this title and any policies or other adopted standards of the Town.
- H. For those applications for which the Director has authority to review and render an administrative decision, the Director shall approve, approve with conditions, or deny the application within thirty (30) days of determination that the application is complete.
- I. In the event the Planning Commission or other board, commission or Town staff with authority recommends denial of an application at any stage, the applicant may choose to proceed to the next stage of review or may resubmit the application at the first stage. In the event the review stage is before the Board of Trustees, the application may not be further processed following a denial. If, in the opinion of the Director, a submittal at any stage of review is incomplete, the matter shall be removed from the agenda and not further processed until determined complete in accordance with submittal requirements.
- J. The Director, Planning Commission and the Board of Trustees may conduct, or require the applicant to conduct, such investigations, examinations, tests and site evaluations as they deem necessary to verify any information contained in the application. The applicant shall grant the Town permission to enter upon the land for these purposes. The applicant shall pay the Town for the cost of any such investigations, examinations or evaluations.
- K. The Planning Commission, Board of Trustees or Director may require, prior to or as part of any development review, that the applicant permit a site visit. In the event a site visit is required, the applicant shall provide access to the property sufficient to accommodate the needs of the site visit and shall, upon request by the Director, stake, flag or otherwise identify on or above the ground features of the property or the proposed development (for example, wetland boundaries, proposed building envelopes and heights, road alignments).
- L. At any stage of review, the Planning Commission, Board of Trustees or Director may require at the applicant's expense the submission of any plan, study, survey or other information, in addition to that specified in this title, as such body or individual may determine necessary to enable it to review and act upon the application or in order to determine whether the application complies with the requirements of this title.
- M. All applicants shall, as a condition of review of their application, pay the required fees and costs as set forth in the Town of Monument Fee Schedule. Failure to pay fees or costs shall result in termination of review of the application.
- N. All "land development," as defined at Section 18.07.110, must be reviewed and approved in accordance with the review process and standards set forth in this Article. Table 1.1, the Review Procedures Chart at Section 18.01.210, establishes the required review steps applicable to different forms of approval. Applicants should refer to the chart to determine which one (1) or more "Approval Requested" under the left-hand column of the chart applies to their proposed development. The required stages of review for each approval are shown on the lines to the right. The specific review process for each stage are set out in detail in the balance of this Article under the appropriate headings. Unless otherwise indicated, amendment or modification of a prior approval follows the procedure for review of the original application.
- O. The following chart describes the review process for all land use approvals:

**TABLE 1.1**  
**Review Procedures Chart**

Approval Requested	Pre-Application	CR	Referral	Approval				Notes/Code section
				AD	PC	BOT	BOA	
Site Plan	R	X	X <sup>1</sup>	X				Sec. 18.03.150
Annexation	R	X				H		Sec. 18.03.130
Sign Permit		X		X			A	Sec. 18.06.210
Master Sign Plan	R	X		X				Sec. 18.06.230
Conditional Use	R	X			H	X		Sec.18.03.320
Temporary Use Permit	R	X		X		A		Sec. 18.03.350
Rezoning (legislative)		X			X	H		Sec. 18.03.140.F
Rezoning (site specific)	X	X			H	H		Sec. 18.03.140
Variance/Appeal	X	X					H	Sec. 18.01.530
<b>Planned Unit Development (PUD)</b>								
Preliminary PUD	X	X	X		H	H		Sec. 18.03.450
Final PUD	X	X	X		H	X		Sec. 18.03.460
PUD Amendment - Major	X	X	X		H	H		Sec. 18.03.470.B
PUD Amendment - Minor	X	X	R	X		A		Sec. 18.03.470.C
<b>Major Subdivision</b>								
Sketch Plan	X	X			H			Sec. 18.02.240
Preliminary Plat	X	X	X		H	H		Sec. 18.02.250
Final Plat	X	X	X		X	X		Sec. 18.02.260
Condo Conversion Building Division	R	X		X		X		Sec. 18.02.220.C
Minor Subdivision	R	X		X	X	X		Sec. 18.02.230
Plat Amendment	R	X		X				Sec. 18.02.270
Plat Vacation	R	X	X			X		Sec. 18.02.280
ROW Vacation <sup>2</sup>	R	X	X			H		Sec. 18.02.280
Waiver: School Land Dedication		X			H			Sec. 18.02.380
Vested Right	X					H		Ch. 18.01, Art. 3
Legend:				PC: Planning Commission AD: Administrative Approval X: Meeting or Action Required A: Appeal Permitted				
CR: Completeness Review								
BOA: Board of Adjustment								
BOT: Board of Trustees								
H: Public Hearing Required								
R: Recommended; not required								

<sup>1</sup> If required by Town staff during preapplication.

<sup>2</sup> If not part of a plat approval or amendment; ordinance required

### **18.01.230 Preapplication conference.**

For each land development approval requested, and for subdivision and Planned Development, in each step of the process, when required by Section 18.01.220, Table 1.1, the applicant shall attend a pre-application conference with Town staff in order to:

1. Become acquainted with the Town's development procedures and requirements.
2. Become familiar with the approval criteria for the application including conformance with Town's Comprehensive Plan and other long-range plans and policies and receive feedback from Town staff on any significant issues with the application.
3. The applicant shall bring plans and drawings to the preapplication conference in order to adequately present the proposed land use application. The preapplication conference is intended to allow the mutual exchange of information and development concepts. Topics of discussion may include but not be limited to:
  - a. Characteristics of the site and surrounding area, including its location; significant natural and artificial features with particular attention to natural hazard, resource or other special areas; the size and accessibility of the site surrounding development and land use and existing zoning.
  - b. The nature of the development proposed, including land uses and their densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of common open space or treatment of public use areas and internal circulation system, including trails and bicycle paths; the total ground coverage of paved areas and structures; and water and sewage treatment system proposed.
  - c. Community policy considerations, including degree of conformity of the proposed development with the Comprehensive Plan and the nature of the information, technical analysis, reports and certifications which are likely to be required of the applicant.
  - d. Any of the required submission requirements contained herein that may be considered inappropriate or not applicable to the proposal in question.
  - e. The stages of review and submittal requirements for the proposal.

### **18.01.240 Determination of completeness.**

The Director will review the application for completeness. If the application is incomplete, the applicant will be notified of the information needed to complete the application.

### **18.01.250 Application referral.**

When submittals are deemed complete by the Director, Town staff shall transmit copies of the application, plans, and appropriate supporting documents to appropriate Town departments and outside utilities, service providers and agencies for review and recommendations as determined necessary by the Director. A list of all appropriate referral agencies shall be maintained by the Planning Department.

**18.01.260 Public notice requirements.**

- A. Purpose. The purpose of this section is to provide procedures for public notice. Public notice serves to inform vicinity property owners, neighborhoods, homeowner's associations, and the community of pending development projects, and the date, time and place of public hearings regarding development projects. It is in the Town's and applicant's interest to seek and encourage citizen input regarding development projects and to identify possible impacts and mitigation as deemed necessary. Consistent application of public notice requirements fosters trust and reliability in the review process. This section establishes uniform standards for public notice requirements.
- B. All notices shall specify the kind of action requested; the hearing authority; the time, date and location of hearing; and the location of the parcel under consideration, by both address and legal description.
- C. The requirements of this section apply only to public hearings required by this title as shown on the Review Procedures Chart, Section 18.01.220, Table 1.1. Where that chart indicates that a public meeting (in contrast to a public hearing) is required, this section does not apply, and notice of such meeting is subject only to the requirements of the Colorado Open Meetings law, C.R.S. § 24-6-401, et seq. The requirements for public notice are shown below on Table 1.2.
- D. Published Notice. At least fifteen (15) days prior to any public hearing for a land use change which requires published notice, the Director shall cause to be published in the legal section of a newspaper of general circulation within the Town a notice of such public hearing.
- E. Posted Notice. At least fifteen (15) days prior to any public hearing which requires posted notice, the Director shall cause to be prepared, and the applicant shall post signs upon the parcel under consideration which provide notice in the manner set forth in Subsection B above. The signs shall be of a size and form prescribed by the Director and shall consist of at least one sign facing, and reasonably visible and legible from, each adjacent public right-of-way. The fact that a parcel was not continuously posted the full period shall not at the sole discretion of the hearing authority constitute grounds for continuance where the applicant can show that a good faith effort to meet this posting requirement was made.
- F. Mailed Notice. At least fifteen (15) days prior to any public hearing which requires notification by mail, the Director shall cause to be sent, by first class US mail, a notice to:
  - 1. Owners of property abutting the subject property within five hundred (500) feet, or which is separated from the subject property only by a public right-of-way, railroad right-of-way or water course.
  - 2. The notice shall be directed to the affected property owners as their names and mailing addresses appear in the official records of the El Paso County Assessor as of the date the records were reviewed. If required by the Director, a written notification shall also be mailed to vicinity neighborhoods or homeowner's associations. It shall be the responsibility of the applicant or the applicant's representative to file an affidavit of mailing with the Planning Department at least five days prior to the hearing date, which affidavit shall set forth the date upon which the Assessor's records were reviewed as well as the date of mailing. The date upon which the records were reviewed shall be no more than thirty (30) days prior to the date of the first public hearing specified in the notice.

3. Owners of property included within the application. Failure of a property owner to receive a mailed notice will not necessitate the delay of a hearing and shall not be regarded as constituting inadequate notice.
- G. Neighborhood Meetings. An additional method of notice may be to provide neighborhood meetings to discuss proposed development projects. The purpose of a neighborhood meeting is to allow neighborhood residents to communicate directly with the Town and the applicant regarding any issues, concerns or comments that they might have regarding the proposed development project. Neighborhood meetings shall be scheduled at the discretion of the Director of Planning. The applicant shall provide a place, date and a time of the neighborhood meeting. A representative of the Planning Department shall be present at the neighborhood meeting to gather information regarding the neighborhood concerns and issues that affect the applicant and the development proposal and also to answer any potential questions regarding the Town's planning procedures, Comprehensive Plan, and Land Development Code.
  - H. E-Mail Notification. An optional method of public notice is to provide e-mail notifications. E-mail notifications shall not be required but may be used only to facilitate quick and direct communication to affected property owners, neighborhoods and homeowners' associations. E-mailed notice may be used at the discretion of the Director deemed appropriate but shall not take the place of any required notifications.
  - I. Combining Notifications. Whenever hearings before both the Planning Commission and the Board of Trustees are required for the same matter, the public notice required for each may be combined into one notice for purposes of publication, posting and mailing. Mailing, posting and/or publication, as required, must be done at least fifteen (15) days prior to the date on which the earlier of the two hearings is to be held.
  - J. Calculating Days. When calculating the time period for mailing, posting, or publishing a public notice, the day of publication or mailing shall be counted in the total number of days required for the notification period, but the day of the hearing shall not be counted toward the total number of days required.
  - K. Public Notice Requirements Chart. Table 1.2 identifies when public notice is required, either by publishing, posting, or mailing.

**TABLE 1.2**  
**Public Notice Hearing Requirements**

<i>Approval Requested</i>	<i>Notice Required</i>		
	<i>Publish</i>	<i>Post</i>	<i>Mail**</i>
Annexation	X		
Conditional use *	X	X	X
Rezoning **	X	X	X
Variance/Appeal		X	X
Preliminary PUD	X	X	X
Final PUD	X	X	X
PUD Amendment Major	X	X	X
Subdivision Sketch Plan	X	X	X
Subdivision Preliminary Plat	X	X	X
Plat/Vacation	X		
ROW Vacation	X		
Vested Rights	X		

**Key:** **PUD** || Planned Unit Development

Note: The applicant is responsible for any required notice to mineral estate owners under CRS 24-65.5-101, et seq.

\* Conditional use site plan amendments eligible for administrative approval under Section 18.01.220 do not require public notice.

\*\* For legislative rezoning, Sec. 18.03.140.F.3 controls.

**18.01.270 Record of decision.**

The Board of Trustees, Planning Commission, Board of Adjustment and Director shall maintain a record of their proceedings in the form of minutes, resolutions, ordinances, and memoranda of decision, as appropriate. The record shall include comments of the reviewing agencies as well as the recommendation of the Planning Commission for applications finally decided by the Board of Trustees.

**18.01.280 Duration of approval.**

- A. Land use approvals shall be valid for the following periods from the date of approval unless otherwise stated in the record of decision:
1. Sketch plan subdivision: 2 years
  2. Preliminary plat subdivision: 2 years
  3. Final plat subdivision: no expiration provided plat is recorded within 3 months of approval, or 6 months if a timely request for extension if made within 3 months
  4. Preliminary PUD (formerly, "PD"): 12 months
  5. Final PUD (formerly "PD"): no expiration provided plat is recorded within 3 months of approval, or 6 months if a timely request for extension if made within 3 months

6. Conditional use: no expiration
  7. Site plan: 3 years
  8. Rezoning: no expiration
  9. Variance: 1 year
  10. Appeal: 45 days from decision being appealed
  11. Vested right: 3 years, unless enlarged by final approval
- B. Plats or agreements—deemed withdrawn. Any development plan, plat or agreement submitted to the Town which has not obtained final Town approval, as defined in this title, within twelve (12) calendar months of submittal of the initial application, shall be deemed to have been withdrawn and a new application shall be required including payment of any associated fees in order for the plan, plat or agreement to be considered. Such new plan, plat or agreement shall be a new application for all intents and purposes and shall be subject to the same review process as any other new application.
- C. Recording. Any final plat, PUD or agreement shall satisfy any conditions of approval, and be recorded with the County Clerk and Recorder, if applicable, within three (3) months of the date of approval. The applicant may make a request to the Town staff for an extension of time prior to the expiration of the three (3) month recordation period. No extension shall exceed six (6) months.

*Article 3*

*Vested Property Rights*

**18.01.305 Purpose.**

Article 68 of Title 24, C.R.S. authorizes the creation and protection of vested property rights in certain "site-specific development plans" as the same are designated by the local government (the "Vesting Statute"). This chapter is intended to define the terms and conditions by which vested property rights are created, consistent with such statutory authorization and this code. Unless the context clearly indicates to the contrary, the use in this chapter of any term defined in the Vesting Statute shall have the meaning indicated therein.

**18.01.310 Site-specific development plan.**

The following constitutes a site-specific development plan within the meaning of Section 24-68-102(4), C.R.S.:

1. Approved final PUD.
2. Approved conditional use site plan
3. Approved final subdivision plat
4. An approval of a final subdivision plat within an area subject to a vested preliminary PUD shall vest such subdivision plat for the period authorized by Section 18.01.280. The vesting under the development agreement as to such property finally platted shall lapse with the plat vesting.

**18.01.315 Vesting of property rights.**

A site-specific development plan approved by the Board of Trustees in accordance with the provisions of this chapter shall vest in the landowner for the period authorized under Section 18.01.330, the right to undertake and complete the development and use of property subject to such plan in accordance with the terms and conditions of the site-specific development plan. Irrespective of the form of approval of the site-specific development, the affirmative ordinance, resolution or motion shall constitute a legislative action subject to referendum in accordance with Section 24-68-103(c), C.R.S.

**18.01.320 Effect of conditional approval.**

The conditional approval of a site-specific development plan shall result in the establishment of vested property rights under such plan, but failure to fulfill or abide by the terms and conditions of the conditional approval shall result in the lapse of the vested property rights. Such lapse shall occur by operation of law, without notice of hearing.

**18.01.325 Effective date.**

Unless otherwise agreed in writing by the Town and the landowner, a vested property right shall be deemed established pursuant to a site-specific development plan only upon the occurrence of the following events:

1. The adoption by ordinance, approving or conditionally approving a final subdivision plat.

2. In the event amendments to a site-specific development plan are proposed and approved, property rights under such amendments shall be deemed to have vested on the effective date of the original site-specific development plan.

**18.01.330 Duration.**

A property right which has been vested pursuant to this chapter shall remain vested for a period of three years, unless the Town and the landowner enter into an agreement which provides that property rights under a site-specific development plan are vested for a period exceeding three years, as further authorized in Section 18.01.335.

**18.01.335 Vesting pursuant to agreement.**

Pursuant to the development agreement with the landowner, the vesting period for a site-specific development plan consisting of a final PUD may be extended beyond three years where the Board of Trustees finds that such vesting period is justified due to the size and scale of the development, the length of the usual development and market cycle, the manner of the recovery of the landowner's capital investment over the development cycle, and other relevant circumstances. The Board of Trustees may further authorize the lapse of the vesting period otherwise granted under such development agreement, unless initial development within the site-specific development plan commences within a defined period.

**18.01.340 Written designation.**

Every document which constitutes a site-specific development plan shall contain the following language: This plan constitutes a site-specific development plan pursuant to Title 18, Chapter 18.01, Article 3 of the Monument Municipal Code and 24-68-101, et seq., C.R.S., and establishes vested property rights, for three (3) years from its effective date, to undertake and complete the development and use of the property in accordance with this plan.

**18.01.345 Zoning or subdivision.**

Unless approved as part of a site-specific development plan and compliance with the procedural provisions of this chapter is made, the zoning or subdivision of a property shall not constitute a site-specific development plan and shall not result in the creation of vested property rights.

**18.01.350 Notice.**

- A. Notice of the proposed vesting of property rights under this chapter shall be given by inclusion of the following language in the notice of ordinance consideration required under this code.
- B. The ordinance includes a provision by which vested property rights will be created in the real property subject to this ordinance, pursuant to the provisions of Title 18, Chapter 18.01, Article 3 of the Monument Municipal Code and Article 68 of Title 24, Colorado Revised Statutes.
- C. Within fourteen (14) days after the approval of a site-specific development plan, the Town shall publish notice in the official newspaper of the Town, at the Applicant's expense, advising the public of the approval of the site-specific development plan, of the creation of a vested property right under the site-specific development plan, and of the effective date of the Town's motion, resolution or ordinance approving the site-specific development plan. The period of time permitted under law for referendum and judicial review shall not commence to run until such publication; however, the failure to timely publish shall not otherwise void the approval or the validity of the site-specific development plan. Such

publication may be considered within any other notice of publication required under the code for land use approval of the site-specific development plan.

**18.01.355      Limitation on remedy.**

The establishment of vested property rights shall not preclude the application of ordinances or regulations which are general in nature and are applicable to all property subject to land use regulation by a local government, including, but not limited to, building, fire, plumbing, electrical and mechanical codes.

**18.01.360      Reservation.**

The Town reserves the right to undertake land use regulation of the site-specific development plan in contravention of such plan; provided, that the compensation required under Section 24-68-105(1)(c), C.R.S., is paid to the landowner. The adoption of this Article 3 is not intended, and shall not be construed, to enlarge the right of the landowner or the obligation of the Town beyond payment of the required compensation under that statute.

*Article 4*

*Fees*

**18.01.410 Intent.**

The fees noted in the latest version of the Town of Monument Current Fee Schedule, as adopted by resolution and as amended from time to time, are designed to cover anticipated costs incurred by the Town in the review and processing of site development permits and infrastructure observation and inspection.

**18.01.420 Establishment of departmental policies.**

The Director may establish such policies of the Planning Department as are reasonably aimed at implementing the general intent of this title and may amend the same from time to time as conditions in the Town may warrant.

**18.01.430 Fee structure.**

- A. The fees due and payable to the Town are set forth in the latest version of the Town of Monument Current Fee Schedule.
- B. Fees shall be remitted for the review of engineering plans at the time of submittal. Fees shall be established by the Town by resolution of the Board of Trustees as set forth in the Town of Monument Current Fee Schedule.

**18.01.440 Payment of fees and refunds.**

- A. All fees paid are nonrefundable. The fees indicated in this fee structure shall be paid by all applicants with the exception of the Town departments or agencies. The Board of Trustees shall determine any exceptions on a case-by-case basis, upon written request of the applicant and upon recommendation of the Director. The applicant is required to pay those fees assessed by referral agencies required to review the project prior to any public hearings. Under no circumstances will any land use application be accepted for processing without an appropriate fee or fees being paid when required.
- B. A permit shall not be valid until the required fees have been paid. Payment is due within ten (10) days of the date of the invoice and if not paid within thirty (30) days, payment shall be considered to be past due.
- C. The Director may waive the permit or inspection fee for any public or private entity when such entity is applying for a permit for a governmental use or a proprietary purpose.
- D. The Director may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
- E. The Director may authorize the refunding of not more than fifty (50) percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.
- F. The Director shall not authorize the refunding of any fee paid except upon written application filed by the original applicant or permittee no later than sixty (60) days after the date of the fee payment.

**18.01.450 Fees and lien.**

- A. Applicants submitting a land development application shall pay all Town fees and costs, in addition to the application fee, associated with Town review and processing of such application, as shown in the Town of Monument Fee Schedule. In addition, there shall be a pass-through of actual costs including but not limited to, consultant's fees, attorneys' fees, advertising, and postage . Fees shall be paid at the time of application. In order to fund these costs, the applicant shall submit a cash retainer in the amount set forth in the Fee Schedule. The Town's expenses for processing the application shall be paid from the retainer. If additional retainer funds are necessary, the Director is authorized to request additional funds. Payment of the additional retainer funds is due within ten (10) days of the date of the invoice and if not paid within thirty (30) days, payment shall be considered to be past due. Such property owners shall also pay interest on any past due unpaid balance at the rate of one and one-half percent per month or eighteen (18) percent per annum in addition to all costs of collection, including reasonable attorney fees and costs. All application fees and resubmittal fees are due at the time of application or resubmittal. Town staff will not process, or continue to process, an application until all required fees have been paid. Payment of the application fee and other fees identified above shall not relieve the applicant from paying any other fee imposed by the Town.
- B. All fees and costs assessed in accordance with this section shall be a lien against the property described in the land development application in the several amounts assessed from the due date of each assessment. Such lien shall have priority over all other liens except general tax liens, prior assessment liens and certain liens in favor of the United States of America.

**18.01.460 Work commencing before permit issuance.**

- A. Any person who commences any work on a site, including, but not limited to, work related to site preparation and grading, storm drainage, potable water distribution systems, sanitary sewer collection and transmission systems, pavement, curbing and sidewalk, irrigation, landscaping, tree removal, and/or work within the Town right-of-way, before obtaining the necessary permit(s) shall be subject to an additional fee equal to the permit fee.
- B. Whenever any work for which a permit is required by this title has been commenced without first obtaining such permit, a special investigation by the Planning Department shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required in the latest version of the Town of Monument Current Fee Schedule. The minimum investigation fee shall be the same as the minimum fee for the permit itself. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Town Code, nor from any penalty prescribed by law.

**18.01.470 Related fees.**

The payment of any fee(s) authorized in the latest version of the Town of Monument Current Fee Schedule shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

*Article 5*

*Board of Adjustment*

**18.01.510      Membership.**

A Board of Adjustment consisting of five (5) members is established, appointed by the Board of Trustees. The Board shall include one member from the Planning Commission and one member from the Board of Trustees. Until otherwise provided, the members of the Board shall serve without compensation. Each member shall serve for a period of three years. Any member of the Board may be removed for cause by the Board of Trustees upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term in the same manner as original appointments. Up to two (2) alternate members may be appointed to take the place of any member who may be temporarily unable to act. The members of the Board of Adjustment shall select their own chairperson. The Board shall adopt such rules and regulations necessary to carry into effect the provisions of this article. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question.

**18.01.520      Powers and duties.**

The Board of Adjustment shall have the following powers and duties all of which shall be exercised, subject to the laws of the state and subject to appropriate conditions and safeguards, in harmony with the purpose and intent of this title, the policies of the Board of Trustees, and in accordance with the public interest and the most appropriate development of the neighborhood:

1. To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision or refusal made by an administrative official or agency based on or made in the enforcement of this title;
2. To hear and decide appeals when there is a question regarding the interpretation of the official zoning map or a question regarding the interpretation of the zoning provisions of this title; and
3. Where by reason of exceptional shape or topography of a lot, or other exceptional situation or condition of the building or land, practical difficulty or unnecessary hardship would result to the owners of the property from a strict enforcement of this title the Board may authorize, upon appeal in specific cases, exceptions to the:
  - a. Minimum area or width of lot,
  - b. Maximum height of buildings,
  - c. Minimum front, side, or rear yards,
  - d. Minimum off-street parking requirements,
  - e. Minimum landscape, fencing, or sign requirements.
4. In no event shall the Board of Adjustment be authorized to make determinations as to allowed uses within any zone district which would in any way constitute rezoning, reversal, or modification of any zoning action or ordinance.
5. The Board of Adjustment's final decision is reviewable pursuant to C.R.C.P. 106(a)(4).

**18.01.530 Appeal procedures and variance applications.**

- A. All administrative appeals and variance requests shall be filed with the Board of Adjustment no less than thirty days following the decision being appealed, on forms provided by the Director.
- B. Applications shall be upon the forms provided by the Planning Department and must include, among other requirements, a statement of the basis of the appeal, or in the case of variance applications, the practical difficulty or unnecessary hardship, an improvement survey and a description of present and intended uses thereon.
- C. The Board of Adjustment shall hold a public hearing on all applications. The applicant shall comply with the notice requirements of Section 18.01.230. All actions and decisions of the Board shall be taken by the affirmative vote of a majority of a quorum present.
- D. Before any appeal or variance is granted or denied, the Board of Adjustment shall include a written finding in its minutes as part of the record stating specifically reason(s) for granting the appeal, or for variances, the exceptional conditions, the practical difficulties or unnecessary hardship involved and why there is or is not any adverse effect on public health, safety and welfare.
- E. The Board shall approve, approve with conditions, or deny the appeal or variance following the public hearing. Unless otherwise provided, any variance granted shall be personal to the applicant and nontransferable with the land.
- F. In granting a variance or appeal, the Board may attach conditions necessary to protect affected property owners and to preserve the intent of this title, including a limitation on the duration of the variance and granting a lesser variance than requested.

**18.01.540 Review criteria.**

- A. Appeals of administrative decision or interpretation. The Board of Adjustment's scope of review regarding an appeal of an administrative decision or interpretation shall be limited to determining whether the decision was arbitrary, capricious, or not in accordance with the intent and requirements of this title. Accordingly, the Board of Adjustment shall affirm or reverse the decision of the administrative official consistent with the Board's decision.
- B. Variance review criteria. The applicant or proponent of any variance carries the burden of proving that the granting of the variance or appeal is justified by reasons which are substantial, serious and compelling, and must be prepared to satisfy the Board that, to the extent applicable, the following criteria are met:
  - 1. That owing to exceptional circumstances, literal enforcement of the provisions of this title would result in unnecessary hardship;
  - 2. The specific conditions in detail which are unique to the applicant's land and do not exist on other land in the same zone;
  - 3. The manner in which the strict application of the provisions of the regulation would deprive the applicant of a reasonable use of the land in the manner equivalent to the use permitted other landowners in the same zone;

4. That the unique conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of the regulation from which relief is requested;
5. The granting of the variance will not be detrimental to the public health, safety or welfare and will not alter the essential character of the neighborhood;
6. The applicant cannot derive a reasonable use of the property without a variance; and
7. The variance will not be injurious to adjacent properties or improvements.

## Chapter 18.02: Subdivision

### SECTIONS:

<i>Article 1</i>	<i>Purpose and Applicability</i>
<b>18.02.110</b>	<b>Intent</b>
<b>18.02.120</b>	<b>Applicability</b>
<b>18.02.130</b>	<b>Violations and enforcement</b>
<i>Article 2</i>	<i>Administration and Procedures</i>
<b>18.02.210</b>	<b>General procedure</b>
<b>18.02.220</b>	<b>Major subdivisions</b>
<b>18.02.230</b>	<b>Minor subdivisions</b>
<b>18.02.240</b>	<b>Sketch plan</b>
<b>18.02.250</b>	<b>Preliminary plat</b>
<b>18.02.260</b>	<b>Final plat</b>
<b>18.02.270</b>	<b>Plat amendment</b>
<b>18.02.280</b>	<b>Plat and right of way vacations</b>
<i>Article 3</i>	<i>Dedications</i>
<b>18.02.310</b>	<b>Purpose and intent</b>
<b>18.02.320</b>	<b>Dedication procedure</b>
<b>18.02.330</b>	<b>Land dedication standards</b>
<b>18.02.340</b>	<b>Credit for park and open space dedication</b>
<b>18.02.350</b>	<b>Fees in lieu of dedication</b>
<b>18.02.360</b>	<b>Substitute land dedication</b>
<b>18.02.370</b>	<b>Site specific dedication study</b>
<b>18.02.380</b>	<b>School and dedication requirements</b>
<b>18.02.390</b>	<b>Waiver of requirements</b>
<i>Article 4</i>	<i>Improvements and Surety</i>
<b>18.02.405</b>	<b>Purpose</b>
<b>18.02.410</b>	<b>Public improvements agreement required</b>
<b>18.02.415</b>	<b>Types of improvements</b>
<b>18.02.420</b>	<b>Performance guarantee required</b>
<b>18.02.425</b>	<b>Time for completion</b>
<b>18.02.430</b>	<b>Construction phasing</b>
<b>18.02.435</b>	<b>Preliminary acceptance</b>
<b>18.02.440</b>	<b>Warranty</b>
<b>18.02.445</b>	<b>Final acceptance</b>
<b>18.02.450</b>	<b>Acceptance for maintenance</b>
<b>18.02.455</b>	<b>Agreement to maintain</b>
<b>18.02.460</b>	<b>Cost recovery of improvements</b>

*Article 1*

*Purpose and Applicability*

**18.02.110 Intent**

- A. The subdivision of land is the first step in the process of urban development. The arrangement of land parcels for residential, commercial, industrial, recreational, utility and other public purposes will determine to a large degree the qualities of health, safety, convenience, environment and general welfare of the Town.
  
- B. This Article is designed, intended, and should be administered in a manner to:
  - 1. Guide public policy to ensure that public facilities and services are available with sufficient capacity to serve the proposed development and that new development does not burden the Town's fiscal resources;
  - 2. Encourage well-planned subdivisions by establishing adequate standards for design and improvements;
  - 3. Promote efficient circulation, logical lot layout, and necessary roadway and pedestrian connections;
  - 4. Provide for open spaces through the most efficient design and layout of the land;
  - 5. Secure equitable handling of all subdivision plans by providing uniform procedures and standards;
  - 6. Improve land survey monuments and records by establishing standards for surveys and plats; and
  - 7. Safeguard the interests of the public, the homeowner and the applicant for subdivision.

**18.02.120 Applicability.**

- A. This Article is applicable to:
  - 1. All subdivision of land located within the corporate boundaries of the Town;
  - 2. All land in the process of annexation into the Town; and
  - 3. All unincorporated land located within three (3) miles of the corporate limits of the Town and not located in any other municipality for the purpose of control for major street plan purposes when a major street plan has been approved in accordance with the requirements of C.R.S. § 31-23-212.

**18.02.130 Violations and enforcement.**

- A. Whoever, being the owner or agent of the owner of any land located within a subdivision, transfers or sells, agrees to sell, or negotiates to sell any land by reference to or exhibition of or by use of a plat of a subdivision before such plat has been approved by the Board of Trustees and recorded or filed in the office of the County Clerk and Recorder shall, upon conviction, pay a penalty of one hundred dollars (\$100.00) for each lot or parcel transferred or sold, or agreed or negotiated to be sold. The description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the

process of selling or transferring shall not exempt the transaction from such penalty. The Town may enjoin such transfer or sale or agreement by action for injunction brought in any court of competent jurisdiction and may recover the penalty by civil action any violation of this chapter.

- B. No permits shall be issued for the construction of any building or other improvements requiring a permit, nor shall any certificate of occupancy be granted, for any land for which a subdivision plat is required by this Article, unless and until all requirements of this Article have been complied with.

*Article 2*

*Administration and Procedures*

**18.02.210      General procedure.**

- A. The subdivision of land within the Town shall be accomplished by the combined actions of the applicant, the Planning Commission and the Board of Trustees. The function of the Planning Commission is advisory to the Board of Trustees. Only the Board of Trustees has authority to approve a plat for filing, thereby permitting the subdivision, except as specifically authorized herein for staff approval of plat amendments and minor subdivisions.
- B. The division of land into separate parcels, lots, sites, tracts or interests is a subdivision and is regulated by the provisions of this title. The process of subdivision does not establish permitted uses, which are determined by the zoning regulations of this title. The following types of subdivision are regulated by this Chapter:
  - 1. Major subdivision. The major subdivision process shall consist of three separate phases, sketch plan, preliminary plat and final plat, as provided in Section 18.02.240, 18.02.250 and 18.02.260 below. The sketch plan phase may be waived by the Director.
  - 2. Minor subdivision. The minor subdivision process shall consist of one phase, final plat, as provided in Section 18.02.230 below.
  - 3. Plat amendment. The plat amendment process shall consist of one phase, final plat, as provided in Section 18.02.270 below.

**18.02.220      Major Subdivisions.**

- A. Major subdivisions include new subdivisions, resubdivision, and condominium conversions/building divisions.
  - 1. New subdivisions. A subdivision shall be classified as a major subdivision and governed by this section when the application proposes to create five (5) or more new lots, parcels, tracts, spaces or interests or less than five (5) new lots, parcels, tracts, spaces or interests when public infrastructure is proposed or required by this Chapter to be constructed in association with the subdivision.
  - 2. For purposes of this subsection, “public infrastructure” includes water and sewer mains, drainage facilities, electrical facilities and lines, and facilities – whether above or below ground – for telephone, television, internet, or any other type or form of data transfer, curb and gutter, sidewalks, common access areas, such as shared driveways, and any other type of facility deemed by the Director to be reasonably necessary to support the residents, users or owners of the subject lot(s).
  - 3. Any proposed improvements shall conform to Article 4 of this Chapter and all design and constructions standards adopted by the Town of Monument.
- B. Resubdivisions. Resubdivision of a previously approved major subdivision is reviewed in the same manner as a major subdivision with the same purposes. To the extent that submittal information, otherwise required in Appendix One, was submitted as part of the original subdivision proposal and is adequate by current standards, the applicant for approval of a resubdivision does not need to submit the

information again and may reference such submittal information in the resubdivision application. The Director will determine the technical adequacy of previously submitted information.

- C. Condominium Conversion or Building Division. The application submittal requirements for the subdivision of an existing building into separate interests or ownerships are identical to the final subdivision plan submittal requirements for a minor subdivision as specified in Appendix One. All building divisions or conversions must comply with the building code as adopted by the Town as well as all other applicable codes and regulations. A condominium conversion or building division shall comply with the provisions of the Colorado Common Interest Ownership Act, which is contained in Article 33.3 of Title 38, C.R.S.

**18.02.230 Minor Subdivisions**

- A. A parcel of land is eligible for subdivision through the minor subdivision process if it meets all the following criteria:
  - 1. Creates no more than four (4) lots with direct access to an existing public street;
  - 2. Does not land-lock or prevent development of the remainder of the parcel or abutting property;
  - 3. Does not create any new or residual parcels that do not comply with the requirements of this title, zone district regulations or other applicable State or local regulations;
  - 4. Does not require public infrastructure to be constructed in association with the subdivision;
  - 5. Does not require an exception or variance from any requirement of this title;
  - 6. Is not located, wholly or substantially, in a flood hazard area; and
  - 7. The parcel was lawfully created at the time the existing property description was recorded.
- B. Any subdivision not qualifying as a minor subdivision is a major subdivision. For the purpose of interpreting the requirements of these regulations, any proposed minor subdivision which is clearly intended to evade the major subdivision regulations or would result in a de facto major subdivision through the combination of previous contiguous and/or consecutive minor subdivisions is not eligible for minor subdivision.
- C. Resubdivisions. Resubdivision of a previously approved minor subdivision is reviewed in the same manner as a minor subdivision with the same purposes. To the extent that submittal information, otherwise required in Appendix One, was submitted as part of the original subdivision proposal and is adequate by current standards, the applicant for approval of a resubdivision does not need to submit the information again and may reference such submittal information in the resubdivision application. The Director will determine the technical adequacy of previously submitted information.

**18.02.240 Sketch plan.**

- A. Purpose.
  - 1. The purpose of the sketch plan review is to evaluate whether a proposed subdivision conforms to the Town of Monument Comprehensive Plan and if it will be compatible with the surrounding neighborhood.
  - 2. Sketch plan review also provides an opportunity to determine whether a subdivision will comply with the Town’s review and approval criteria, and to address any issues of concern early in the

review process. The sketch plan is a conceptual version of the preliminary plat showing the general subdivision layout, access, street and lot pattern, location of parks, open space tracts, trail corridors, and other tracts for utilities or services.

B. Procedure.

1. Sketch plan review may be required by the Director for large subdivisions, or when a sketch PUD plan is required, or if the Director has preliminarily identified significant issues at the pre-application meeting that need to be evaluated.
2. If sketch plan review is required, the applicant shall file a sufficient number of copies, as determined by the Director, of the sketch plan application along with any additional information required by the Director. The applicant shall submit all required materials specified in Appendix One.
3. The sketch plan application shall be reviewed by the Town in accordance with the Review Procedures Chart set forth in Section 18.01.220.
  - a. The Director shall schedule the application for review by the Planning Commission at a public hearing when all submittal requirements have been satisfied.
  - b. The Planning Commission shall review the sketch plan submittal to determine if it is consistent with the review and approval criteria and standards set in subsection C. below, and will approve the sketch plan, approve it with conditions, or deny approval of the sketch plan depending on whether it meets the applicable standards.

C. Review and approval criteria. A sketch plan shall comply with the following review and approval criteria:

1. The sketch plan conforms to the Town's Comprehensive Plan;
2. The sketch plan proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
3. The lot and development pattern ensures there will be adequate light, air, parks, open space, and other spaces for public use;
4. The sketch plan design provides for adequate access to all lots and tracts proposed in the subdivision; and
5. Adequate, safe, and efficient public improvements, utilities, community facilities, and public places are available or will be provided with sufficient capacity to serve the subdivision.

D. Approval period.

1. The sketch plan approval is valid for two years from the date of approval by the Planning Commission. The sketch plan is not recorded.
2. The applicant may make a request to the Director for an extension of the approval period prior to the end of the initial two years. It shall be the applicant's responsibility to ensure the request is made prior to the expiration of the approval period. The Director may grant an extension not to exceed a total of two additional years if:

- a. The sketch plan is consistent with the review and approval criteria;
  - b. The sketch plan conforms to the current Town codes; and
  - c. There is adequate justification for the extension.
3. Beyond four years from the Planning Commission approval date, the granting of any additional request for an extension shall be in the sole discretion of the Planning Commission, and shall be based on a finding that:
    - a. The sketch plan is consistent with the review and approval criteria;
    - b. The sketch plan conforms to the current Town codes; and
    - c. There is adequate justification for the extension.
  4. If, after the initial two-year approval period, the time period has not been extended in accordance with this subsection, or a preliminary plat has not been approved, the approval of the sketch plan shall lapse and a new application must be submitted.

**18.02.250 Preliminary Plat.**

A. Purpose.

1. The purpose of the preliminary plat is to provide the Town with an overall master plan for the proposed subdivision.
2. The preliminary plat is more detailed than the sketch plan and should incorporate the comments and guidance provided during the sketch plan process. It includes the layout of the subdivision with lots, streets, and tracts. A complete subdivision review is conducted, but final engineering design, with all bearings and distances and survey monumentation is not required until the final plat.

B. Procedure.

1. Preliminary plat approval is required with two exceptions:
  - a. The Director may waive the requirement for a preliminary plat if the proposed subdivision is not part of an overall master plan, is not a phased development, and/or if traffic studies, drainage reports, utility plans or other significant levels of engineering analysis is not required; or
  - b. The Director may approve concurrent review of a combined preliminary/final plat if it is determined that there are no significant issues that need to be evaluated with the preliminary plat before a final plat is submitted.
2. If a preliminary plat is required, the applicant shall file a sufficient number of copies as determined by the Director, of the preliminary plat application and any additional information requested by the Director. The applicant shall submit all required materials specified in Appendix One. Submittal requirements for a preliminary plat with a concurrent final plat shall be determined at a pre-application conference.
3. The preliminary plat application shall be reviewed by the Town in accordance with the Review Procedures Chart at Section 18.01.220.

- a. The Director shall schedule the application for review by the Planning Commission at a public hearing when all submittal requirements have been satisfied.
  - b. The Planning Commission shall review the preliminary plat submittal to determine if it is consistent with the review and approval criteria and standards set in subsection C. below, and will recommend approval, approval with conditions, or denial of the preliminary plat or preliminary/final plat depending on whether it meets the applicable standards. The Director shall forward the Planning Commission recommendation to the Board of Trustees.
  - c. After reviewing the Planning Commission recommendation and conducting a public hearing on the application, the Board of Trustees will approve, approve with conditions, or deny the preliminary plat or preliminary/final plat depending on whether it meets the review and approval criteria.
- C. Review and approval criteria. A preliminary plat or preliminary/final plat shall comply with the following review and approval criteria:
- 1. The plat conforms with the Town's Comprehensive Plan; Parks, Trails, and Open Space Plan; and other plans adopted by the Town from time to time;
  - 2. The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
  - 3. The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
  - 4. The plat design provides for adequate access to all lots and tracts proposed in the subdivision;
  - 5. Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
    - a. A sufficient supply of water is available and sufficient water rights have been dedicated to the Town or applicable district, in conformance with the applicable district's water standards.
    - b. The owners and/or developers of the property will bear the cost of improvements which benefit the land being developed and pay their fair share of any community improvements and/or facilities.
  - 6. The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, and streets;
  - 7. The plat conforms to all applicable provisions of these regulations and any other applicable provisions of the Monument Municipal Code, and all applicable County, State, and Federal Regulations;
  - 8. The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Monument; and
  - 9. The plat design provides for the preservation and conservation of significant stands of vegetation.

D. Approval period.

1. The preliminary plat approval shall be valid for a period no longer than two years. The preliminary plat is not recorded.
2. The applicant may make a request to the Board of Trustees for an extension of the approval period prior to the end of the initial two years. It shall be the applicant's responsibility to ensure the request is made prior to the expiration of the approval period.
3. The Board of Trustees may grant an extension not to exceed a total of two additional years if:
  - a. The preliminary plat is consistent with the review and approval criteria;
  - b. The preliminary plat conforms to the current Town codes; and
  - c. There is adequate justification for the extension.
4. If, after the initial two-year approval period, the time period has not been extended in accordance with this subsection, or a final plat has not been approved, the approval of the preliminary plat shall lapse and a new application must be submitted.

**18.02.260 Final Plat.**

A. Purpose.

1. The purpose of the final plat is to complete the subdivision of land in conformance with all the applicable requirements and standards of the Town. The final plat shall correspond in every significant respect with the preliminary plat as previously approved.
2. A complete review is conducted of the final subdivision design, with all bearings and distances, survey monumentation, and certificates of approval included on a document suitable for recordation.

B. Procedure.

1. The applicant shall file a sufficient number of copies, as determined by the Director, of the final plat application along with any additional information required by the Planning Commission or the Board of Trustees during the preliminary plat process. The applicant shall submit all required materials specified in Appendix One.
2. The final plat may reflect the entire preliminary plat or any logical part thereof. The applicant may request approval of final plats for portions of an approved preliminary subdivision plat only under the following circumstances:
  - a. Submission, with the first phase final plat, of a phasing plan for the entire preliminary plat land area. The phasing plan shall include the date by which the applicant wishes to record final plats for the entire tract, the dates by which infrastructure will be extended to the boundaries of the entire tract, and the approximate number of the proposed final plats and the general location of each phase. Applicants for phased developments shall list the public improvements necessary to fully support each phase in the event subsequent phases are delayed or do not occur.
  - b. A Public Improvements Agreement (PIA) shall be required prior to the recordation of each final plat. The PIA required improvements, and collateral associated with those

improvements, shall be subject to Town approval in the same manner as required by Section 18-02-410, and the schedule for completion of said improvements shall be within one (1) year of execution of each PIA.

- c. The Town may condition a phasing plan on the submission of an agreement to dedicate easements or rights-of-way.
  - d. Prior to acting on the first final plat, the Planning Commission and Board of Trustees must find that the final plat phasing plan will not impede the orderly growth of public services and infrastructure necessary to efficiently serve each individual phased plat and the entire land area included within the preliminary plat approval.
3. The final plat application shall be reviewed by the Town in accordance with the Review Procedures Chart at Section 18.01.220.
- a. The Director shall schedule the application for review by the Planning Commission at a public hearing when all submittal requirements have been satisfied.
  - b. The Planning Commission shall review the final plat submittal to determine if it is consistent with the review and approval criteria and standards set in subsection C. below, and will recommend approval, approval with conditions, or denial of the final plat depending on whether it meets the applicable standards. The Director shall forward the Planning Commission recommendation to the Board of Trustees.
  - c. After reviewing the Planning Commission recommendation and conducting a public hearing on the application, the Board of Trustees will approve, approve with conditions, or deny the final plat depending on whether it meets the review and approval criteria.
  - d. Pursuant to Colorado Revised Statutes (C.R.S.), a vote of not less than two-thirds of all the members of the Board of Trustees is required to reverse a decision by the Planning Commission concerning any of the following matters:
    - i. The location, character, and extent of any street, square, park or other public way, ground or open space, public building or structure, or publicly or privately owned public utility proposed to be constructed or authorized in the Town, or in any sections or districts of the Town for which a master plan has been adopted, as set forth in Section 31-23-209 C.R.S.;
    - ii. The acceptance of any street not shown on or not corresponding with a street on the official master plan or on any approved subdivision plat or an approved street plat, as provided in Section 31-23-217, C.R.S.; or
    - iii. A plat of an area or district which has been surveyed for the exact location of the lines of a street in any portion of the territory within its subdivision jurisdiction or any major section or district thereof, showing the land which the Planning Commission recommends be reserved for future acquisition for public streets, as set forth in Section 31-23-220, C.R.S.

C. Review and approval criteria. A final plat shall comply with the following review and approval criteria:

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

2. The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community;
  3. The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use;
  4. The plat design provides for adequate access to all lots and tracts proposed in the subdivision;
  5. Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision;
    - a. A sufficient supply of water is available and sufficient water rights have been dedicated to the Town or applicable district, in conformance with the applicable district's water standards.
    - b. The owners and/or developers of the property will bear the cost of improvements which benefit the land being developed and pay their fair share of any community improvements and/or facilities.
  6. The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, and streets;
  7. The plat conforms to all applicable provisions of these regulations and any other applicable provisions of the Monument Municipal Code, and all applicable County, State, and Federal Regulations;
  8. The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Monument;
  9. The plat design provides for the preservation and conservation of significant stands of vegetation; and
  10. The final plat is generally consistent with the preliminary plat, as applicable.
- D. Signatures and recording. Following the approval of the final plat by the Board, and compliance within the time limits, with any conditions of that approval, the plat shall be signed by the Mayor and attested by the Town Clerk. The applicant shall then record the final plat in the office of the El Paso County Clerk and Recorder and file a recorded copy of the plat with the Town Clerk. Recording fees shall be paid by the applicant.

**18.02.270 Plat Amendment.**

- A. Purpose. Plat amendments are necessary subdivision actions to the extent that:
1. Lot lines need to be relocated as part of a boundary line adjustment;
  2. Lots need to be merged as part of a lot consolidation; or

3. Errors need to be corrected on an existing approved subdivision plat.

B. Procedure.

A. The applicant shall file a sufficient number of copies, as determined by the Director, of the plat amendment application along with any additional information required by the Director. The applicant shall submit all required materials specified in Appendix One.

B. The plat amendment application shall be reviewed by the Town in accordance with the Review Procedures Chart set forth in Section 18.01.220. The Director shall approve, approve with conditions, or deny the plat amendment application, depending on whether it meets the review and approval criteria set in subsection C below.

C. If comments are received that express concerns or opposition to the plat amendment application, the Director may schedule the application for hearings before the Planning Commission and Board of Trustees.

C. Review and approval criteria. A plat amendment shall comply with the following review and approval criteria:

1. The plat amendment will not result in the creation of additional lots;

2. The plat amendment will not result in any lot that does not comply with zoning requirements;

3. The plat amendment will not result in any lot or lots that cannot be built upon in accordance with any requirements of the Town of Monument;

4. The requirements of any utility companies serving the property have or will be satisfied and any required utility easements are properly maintained or granted in the deed(s) effecting the plat amendment); and

5. The plat amendment will not change the overall perimeter boundary of the lots.

D. Signatures and recording. Following the approval of a plat amendment, the plat shall be signed by the Director and the Mayor and attested by the Town Clerk. The applicant shall then record the plat at the office of the El Paso County Clerk and Recorder and file a recorded copy of the plat with the Town Clerk. Recording fees shall be paid by the applicant.

**18.02.280 Plat and right of way vacations.**

A. General. Any plat (or portion thereof), public right-of-way, or easement may be vacated upon petition by the owner of the property and approval by the Board of Trustees.

1. A plat vacation may occur at any time before the sale of any lots. Once lots have been sold, all lot owners must consent to the proposed vacation.

2. Public right-of-way and easement vacation proceedings shall be in compliance with Sections 43-2-302 and 43-2-303, C.R.S.

3. The Board of Trustees may approve a vacation petition on such terms and conditions as are reasonable to protect public health, safety and welfare.

B. Procedure.

1. A plat or right-of-way vacation application shall be reviewed by the Town in accordance with Section 18-1-220.
  - a. Vacation by plat: In the event the vacation petition is accompanied by a plat application, the vacation may take place as a part of the plat approval.
  - b. Vacation by ordinance. In the event the vacation petition is for a right-of-way or easement and is not accompanied by a plat application, the Board of Trustees shall act to approve the vacation by ordinance.
2. The applicant shall submit all required materials specified in Appendix One.

*Article 3*

*Dedications*

**18.02.310 Purpose and intent.**

- A. The purpose of the public dedication requirement is to provide public facilities and/or services made necessary as a consequence of a subdivision, in an amount roughly proportional to the impact of the subdivision upon such facilities and/or services or the increased need for them brought about by a subdivision. New residential subdivisions require services provided through municipal facilities which are constructed, in part, through dedication of land necessary to construct the facilities. Absent land dedication by new subdivisions, sufficient land may not be made available at the time of subdivision to provide necessary services to new residents. In order to provide public services, the Town requires certain dedications of land or, in the appropriate circumstances, payment of fees-in-lieu of such dedication. It is the purpose of this Article that new development pay its proportionate or pro rata share of the costs attributable to the new growth, thereby relieving the public generally from subsidizing the cost of improvements and facilities attributable to new development.
- B. It is the intent of this Article to preserve natural and scenic areas and provide for the public health, recreational, and educational needs by ensuring that school, recreational, and open space land and trails are available to the residents and/or employees of developments in conformance with the Town of Monument Comprehensive Plan, the Town of Monument Parks, Trails, and Open Space Master Plan, and Title 18 of the Town of Monument Code as they may be updated from time to time. This shall include that parks, trails, and open space will conform to the goals and policies and meet the adopted standards of the Plan, including park sizes, facilities, and service radii.

**18.02.320 Dedication procedure.**

- A. The amount, location, and nature of land interests to be dedicated shall be established prior to final subdivision plat approval. Land dedications and/or conveyances shall be made as a condition of final plat approval and shall be implemented in one (1) of the following ways, as appropriate and as provided in the final plat approval:
  - 1. A fee simple dedication to the Town granted via plat note on the final plat;
  - 2. A fee simple conveyance to the Town granted via general warranty deed;
  - 3. A fee simple conveyance to a homeowners' association granted via warranty deed for open space, if approved by the Town;
  - 4. A fee simple dedication to the school district of a school site via plat note on the final plat;
  - 5. A fee simple conveyance to the school district via general warranty deed; and/or
  - 6. Payment of fees-in-lieu of land dedications where permitted and approved by the Town.
- B. Whenever a subdivision application involves land that is to be dedicated and/or conveyed to the Town, the applicant shall submit, with the final plat application, a title insurance commitment indicating the land is owned by the applicant free and clear from all liens, encumbrances and restrictions. Title insurance shall be provided by the applicant in an amount equal to the approximate value of the property to be dedicated and/or conveyed, as approved by the Town. The executed deed, if applicable, and the

payment of the premium for the title insurance policy shall be delivered to the Town prior to the recording of the final plat.

**18.02.330 Land dedication standards.**

- A. General Requirements. Every approved subdivision shall convey to the Town, land for the purpose of providing parks, open space, trails, school sites, and other public uses. The standards herein are minimum standards and the Board may require dedications and improvements greater than the minimum to adequately meet the needs created by the development. The Board of Trustees, in consideration of the recommendations of the Planning Commission, will determine the suitability of the land and improvements proposed for dedication in providing for the intended purpose of the dedication. The location of dedication required shall be mutually agreed upon by the Town and the applicant. The Town may consider recommendations from other agencies which would be directly involved in the development and service of those areas. Parks, open space, and trails shall be dedicated to the Town in conformance to the requirements herein and the adopted standards of the Town of Monument Parks, Trails, and Open Space Master Plan, as may be updated from time to time.
- B. Improvement Required. Any land to be dedicated shall be improved by the applicant per the timetable specified at time of subdivision approval for use as park, open space, and/or trails.
- C. Water Rights. Land dedication shall include the real property together with all tributary, non-tributary, and not non-tributary water rights owned by the applicant as a consequence of ownership of the dedicated property, well rights, ditches and ditch rights appurtenant to the property, mineral rights and all improvements thereon.
- D. Park Land Standards. Dedication of land for park, open space, trail, and/or other public purposes shall be based upon the following standards. In the event the applicant disagrees with the calculation provided by the Town, the applicant may request continuation of final plat review and fund an independent study under Section 18.02.370.
  - 1. Commercial/Industrial Use. The standard for park dedication shall be 0.05 acres for each gross acre of commercial/industrial use land. Such land shall be developed for active and/or passive recreational use by employees or patrons of the development such as picnic areas, plazas or pavilions and shall not include detention ponds unless the pond is specifically improved for recreational and/or open space use. Areas which satisfy the minimum landscape requirements of the development shall not be counted as open space.
  - 2. Residential Use. The park standard for dedication shall be five acres per one thousand (1,000) projected population in conformance with the Town of Monument Parks, Trails, and Open Space Master Plan. The projected population shall be based upon the average of the population yield per dwelling unit of all types of residential dwelling units. Based upon the US Census Count, the average yield is 3.04 persons per dwelling unit. Parks should, if feasible, be located adjacent to schools and conform to the Service Area/Location Criteria in the Town of Monument Parks, Trails, and Open Space Master Plan.
  - 3. Evaluation Considerations. Factors to be used in evaluating the adequacy of proposed park areas shall include, but are not limited to, the suitability of the land for active and passive recreational facilities, based on size, shape, topography, soils and geology, vegetation, access, location, and the needs of the population to be served. No park land dedication for the satisfaction of the minimum acreage of five acres per thousand (1,000) population shall be located within the 100-year flood plain boundary, wetlands, or Preble's Meadow Jumping Mouse Habitat, unless this

requirement is expressly waived by the Board of Trustees. Any park land to be dedicated that is located within a detention pond must be specifically designed to function as recreational, open space, or trail use under normal environmental conditions.

E. Trail Standards.

1. Trails shall be dedicated as needed to serve the recreational and transportation needs of the subdivision in conformance with the Parks, Trails, and Open Space Master Plan, and shall provide links to schools, the local and regional trail system, parks and open space areas, commercial and employment areas, public transit, community facilities such as libraries, and other destinations. Trails should be provided adjacent to or within natural and scenic areas and open space areas when possible, in a manner that provides a recreational corridor without degrading the natural or scenic resource.
2. Safe routes shall be provided within the development to schools, parks, recreational and fitness centers, employment areas, public transit and links to other local and regional trails, sidewalks, and bike lanes for multi-modal commuting.
3. Trails must be dedicated in corridors suitable for trail development, and shall generally be outside 100-year floodplains, wetlands, and/or Preble's Meadow Jumping Mouse Habitat, unless written documentation is provided from the appropriate authority, such as the U.S. Fish and Wildlife Service, that a trail may be developed in such an area. Trails must be provided for the transportation and recreational needs of residents and serve a different function than parks, and are therefore, not credited toward the minimum park dedication requirements.

F. Open Space Standards.

1. Open space shall be dedicated as necessary to preserve significant natural areas such as buttes, bluffs, and other geologic formations, water bodies/resources, wildlife habitat areas, fragile ecosystems (wetlands) riparian areas, floodplains, native trees and shrubs and/or other significant native vegetation. Open space shall also be dedicated as necessary to preserve lands which preserve significant views, provide transitions between different densities and uses (buffers) and otherwise serve to give shape and form to the proposed development and surrounding community.
2. Open space dedications may include land within the 100-year flood plain boundary, wetlands, detention areas, and/or Preble's Meadow Jumping Mouse Habitat, and other undevelopable areas such as steep slopes, rock outcroppings, etc. Open space dedications shall not be counted toward the minimum active park land dedication requirements of this Article as the function of open space is as outlined above.
3. Factors to be used in evaluating the need for open space dedications shall include the preservation of significant natural features and resources in a development such as wildlife habitat, native vegetation and especially trees and shrubs, and scenic features such as rock formations and view corridors while allowing reasonable development of the land. Public access is not required for open space dedications.

- G. Maintenance Standards. Provisions for adequate maintenance for parks, open space, and trails must be made at the time of dedication. The subdivision plat or other dedication instrument shall indicate the entity that will own and be responsible for maintenance. Land dedicated for open space shall be maintained by a metropolitan or special district or other entity approved by the Board of Trustees, and

shall not be maintained by the Town unless the Board of Trustees specifically approves the maintenance of an open space area.

- H. Park Fee Fund. A fund shall be established for use in providing for the acquisition of park lands by the Town. Fees collected shall be deposited within the park fee fund and shall be used for the purchase of land for parks and/or development of parks or capital improvements to parks. Interest earned on park fees and/or development thereof shall remain within the park fee fund and shall be used solely for the purposes set forth in this Article; provided, however, that such earned interest may be used by the Town to provide for necessary and required minimum levels of annual maintenance of the properties until their development as parks.

**18.02.340 Credit for park and open space dedication.**

- A. Where private open space for park and recreational purposes is provided in a proposed subdivision, and such space is to be privately owned and maintained by the future residents of the subdivision, homeowner's association, or a special district, for the mutual use and benefit of the residents, a portion of the land area not to exceed fifty (50) percent of the land dedication requirements may be credited against the requirement set forth in Sections 18.02.330, provided the Board of Trustees finds that it is in the public interest to do so, and that the following standards are met and cited as findings of fact:
  - 1. That such open space, park or recreational purpose is perpetually protected and maintained by enforceable instruments duly recorded in the public records of El Paso County, and maintenance of the land is adequately provided for by written agreement;
  - 2. That the proposed land area is reasonably usable for park and recreation purposes;
  - 3. That the facilities proposed for the land area are in substantial accordance with the provisions of this regulation and are approved by the Board;
  - 4. That the facilities proposed conform to and/or complement the Town Comprehensive Plan and Parks, Trails, and Open Space Master Plan.
- B. The Town may grant up to 100 percent credit toward the requirements herein for the dedication of parks, open space, and/or trails to a metropolitan or special district or other entity, provided that the park(s), and trail(s), shall be open for use by the public in perpetuity, and the Town has determined that the entity has adequate funding and the ability to maintain the same.

**18.02.350 Fees in lieu of dedication.**

- A. In the rare event when the dedication of required park, open space, and trail lands is not deemed suitable or not in the public interest within the development, generally due to the small size or number of units in the development, the Board of Trustees shall require the applicant, in-lieu thereof, to pay the Town a fee-in-lieu-of land based on the amount of required land dedication as calculated in Section 18.02.330.B above, and pro-rated using the average value of land in the Town plus the cost per acre of constructing the improvements for that type of facility. Such fee may be updated from time to time to reflect current market land values and costs of the improvements, and shall be adopted by Resolution and included in the Town's fee schedule.
- B. Alternatively, and if approved by the Board of Trustees, the applicant may develop or contribute to the improvement of an off-site facility if said facility conforms to the adopted standards in the Parks, Trails, and Open Space Master Plan. Nothing contained herein shall be construed to prevent the Board from requiring that part of the park land dedication requirement be made in the form of dedicated land, and

that part of such requirement be made in the form of cash in-lieu of the remaining requirements for such land.

**18.02.360 Substitute land dedication.**

As an alternative means of satisfying the required dedication of land within a subdivision, an applicant may offer to the Town a substitute dedication of land of equivalent size owned by the applicant that is located outside of the proposed subdivision; provided, however, that such land meets the criteria of Section 18.02.310 (Purpose) and 18.02.330 (Land dedication standards). Nothing herein shall obligate the Town to accept such substitute dedication. The Town shall not accept any substitute dedication located more than three (3) miles from the Town boundary existing at the time of subdivision.

**18.02.370 Site specific dedication study.**

In the event that the applicant disagrees with the Town's determination concerning dedication of land and/or payment in lieu of dedication, the applicant may request a continuation of any subdivision processing and review by the Town, and applicant may prepare a study evaluating the demand for public facilities made necessary or generated by the proposed development. Such study shall be undertaken at the applicant's cost by a licensed professional engineer or other professional approved in advance by the Town. To the greatest extent possible, the study shall include an evaluation of the Town's present supply or capacity and present demand for all public facilities and/or services required by the proposed development. The study shall identify and quantify the additional demand placed upon such public facilities and/or services by the proposed development. The study shall identify the necessary public land and improvements required to be dedicated or constructed by the applicant in order to serve the demand generated by the proposed development. Such study shall be considered by the Town in determining the required dedication of land.

**18.02.380 School land dedication requirements.**

- A. Based upon conversations with both the Town staff and School District Staff during the pre-application phase of any project at the time of filing a sketch plan or preliminary plat for approval, the applicant shall, as part of such filing, either:
1. Designate the general area or areas the applicant proposes to set aside for a school site(s) and shall indicate the number of acres proposed for such uses and the number of proposed dwelling units in the development; or
  2. Request waiver of the requirement to provide for school land dedication. A waiver and approval of payment of cash in-lieu of land may be granted by the Board of Trustees when it can be documented that the calculated acreage dedication is not sufficient to generate an entire school site, generates the need for slightly more acreage than is needed for a school site, or a site for a larger, upper grade level school is needed. A waiver may also be granted if it is documented and agreed upon by the School District that no school children will be eligible to live in the units, such as in "senior citizen only" apartments where children are not allowed. If the use of the units changes in the future and children could reside in the units, then the School District shall be entitled to receive cash in-lieu of land payment from the residential unit owners in conformance with this Article.
- B. The preliminary plat and final plat of a proposed subdivision shall designate the specific areas proposed for use as school sites, the number of acres so designated, and the proposed number of lots by dwelling unit type in the subdivision; or, the waiver of this requirement and agreement to provide cash in-lieu of land; or a plat note indicating that no children will be generated by the development.

- C. School sites dedicated through this procedure shall conform to the school site size requirements and site criteria policy adopted by the School District and incorporated herein by this reference.
- D. Determination of School Land Dedication. If the Board of Trustees determines that the dedication of land for school purposes is appropriate, then the applicant shall convey the property and all improvements located thereon in the manner permitted by Section 18.02.320 to the School District at the time of recording of the final plat. Concurrently, the applicant shall convey all tributary, non-tributary and not non-tributary water rights owned by the developer as a consequence of ownership of the dedicated property, water rights underlying the property, well rights, ditches and ditch rights appurtenant to the property, and mineral rights by warranty deed to the Town with the recording of the final plat.
- E. Fees in-Lieu of Land or Guarantee of Future Land Dedication. When, after recommendation of the School District, dedication of all or portions of required school lands is not deemed feasible or in the public interest, the School District may recommend to the Board of Trustees one of the following options:
  - 1. Guarantee of future land dedication may be requested by the School District when dedication of all or portions of required school lands within the subdivision or project is not deemed feasible or in the public interest. Prior to final plat approval, the applicant, the School District, and the Board of Trustees may enter into a written agreement in which the applicant guarantees the future dedication of land for school sites at a mutually agreed upon location. The current owner(s) of the site(s) and the guarantor, who shall provide proof of ownership, shall execute this agreement. The agreement shall include a legal description of the property to be dedicated, and the dedication shall be concurrent with recordation of the first final plat of the subdivision, unless the parties agree to stipulate a different timing of the dedication. The agreement shall be recorded with the office of the Clerk and Recorder of El Paso County. The agreement shall be binding upon the applicant's heirs, legal representatives, successors in interest and assigns.
  - 2. Fees in-lieu of land. When, after recommendation of the School District, dedication of all or portions of required school lands is not deemed feasible or in the public interest, the Board shall require the payment of fees in-lieu thereof except as indicated below.
- F. School Fee Fund. A fund established for use of providing for the acquisition of school lands by the Town. Fees collected shall be deposited into the school fee fund. From time to time, the School District may request that revenue deposited in the school fee fund be transferred to the School District account for use in accordance with this Chapter. Transfer of any revenue with documentation, including building permits and school fees collected, shall occur not less than annually and shall include any interest earnings accrued. Funds shall be used as provided by school statute [C.R.S. 22-45-103(1)(c)].

**18.02.390 Waiver of requirements.**

- A. The Town may waive the required dedication of land or the payment in lieu of dedication required by the open space, parks, and trails in the following cases:
  - 1. When the project has already been fully developed and the subdivision of land is necessary to bring the land into conformance with the as-built or as-constructed development;
  - 2. When the development does not result in any increase in demand for parks, trails, or open space; or

3. With respect to school land dedication, the School District approves a waiver request under Section 18.02.380.

*Article 4*

*Public Improvements and Surety*

**18.02.405 Purpose.**

The purpose of this Article is to establish and govern the manner in which public improvements required to serve the subdivision shall be built, inspected, and guaranteed. The requirements in this Article are separate and apart from the requirements for land dedication in Article 3 of this Chapter. The applicant shall be required to complete all public and private required improvements as specified in these regulations and as provided on the final plat and all supplemental plans and documents, including construction drawings and specifications, approved by the Town (the "Final Plat Documents"). As a condition of approval of any final plat or site plan, the applicant and the Town shall agree on the type, location and extent of all required improvements, depending on the characteristics of the proposed development and its relationship to the surrounding are. Failure to reach agreement on all such matters shall be grounds for denying approval of the final plat or site plan. All required improvements shall be constructed at the applicant's expense, in accordance with Chapter 18.05, Development Standards.

**18.02.410 Public improvements agreement required.**

- A. Before any construction or building permit is issued and as a condition of l site plan or final subdivision plat approval, and prior to recordation of a plat, the applicant and Town shall enter into a public improvement's agreement (the "PIA"). The PIA shall identify the public improvements, including necessary regional facilities, required to be constructed to support the provision of municipal and/or district public utilities and services to the subdivision, and shall provide assurances that the necessary public improvements will be constructed to established standards in a timely manner. The Director may waive the PIA and public improvements security required by Section 18.02.420 if he or she determines that only minimal public improvements are required.
- B. The PIA will provide to the Town whatever it deems necessary to assure that: (a) the proposed facilities will be constructed as proposed; and (b) the future operation and maintenance of the facilities are properly provided for both as to management and funding. Such agreement may require approval of covenants, security, or any other method of assurance required by the Town and approved by the Director and the Town Attorney prior to recordation of the subdivision plat and/or release of any permit. A model PIA is provided in Appendix Two. Other agreements or contracts setting forth the plan, method and parties responsible for the construction of required improvements may also be required.
- C. The agreement shall be recorded in the office of the County Clerk and Recorder by the applicant and file a recorded copy of the PIA with the Town Clerk. Recording fees shall paid by the applicant. The PIA. shall run with the land and bind all successors, heirs, and assignees of the applicant.
- D. The Director may in his or her discretion issue construction permits for model homes or sales offices only, but which shall not be occupied for residential purposes, and to permit the construction of foundations, but not structures in all other instances (other than model homes), prior to one or more of the improvements required by Section 18.02.415 being installed, based upon a determination that adequate vehicular and emergency access can be provided.

**18.02.415 Types of improvements.**

- A. Prior to the issuance of any construction permit, the Town will require, at a minimum, that the following enumerated improvements have been completed. See Development Standards Chapter 18.05.

1. Survey Monuments. Survey monuments as required by the Town.
  2. Sanitary Sewers. The applicant shall provide adequate service lines to each lot in such a manner that street and sidewalk cuts will not be required in order to connect. Specifications are available at the Planning Department. See Section 18.05.170.
  3. Water Mains. The applicant shall provide adequate mains, valves and service lines to each lot in such a manner that street and sidewalk cuts will not be required in order to connect. The applicant shall follow the Water Vitality Policies and Standards of the Triview Metropolitan District Design Criteria and Construction Specifications Manual, available at the Planning Department. See Section 18.05.160.
  4. Fire Hydrants. Fire hydrants shall be located in conformance with the adopted fire code for the fire district where the property is located.
  5. Storm Drainage. The applicant shall provide storm sewers, water quality facilities, culverts, bridges, and other flood and runoff control structures to applicable Town specifications.
  6. Streets and street signs. Signs shall be approved by the Public Works Department Director. Streets shall be graded and base construction completed to Town specifications.
  7. Public Pedestrian Facilities. Sidewalks, trails, and assisted lighting.
- B. Construction of improvements to be under supervision of the Town. All sidewalks, curbs or gutters repaired or built within the Town shall be done in accordance with the Town of Monument Roadway Design and Criteria Manual, latest version and under the supervision of the Planning Department and/or the Town Public Works Department. See Sections 18.05.125 and 18.05.130.

**18.02.420 Performance guarantee required.**

- A. Suitable collateral to ensure the completion of required improvements, as stipulated in the PIA, shall accompany the final plat submission. The estimated cost of improvements shall be certified by a licensed Colorado Professional Engineer. The performance guarantee shall be no less than one hundred twenty- five percent (125%) of the estimated costs of all subdivision improvements or certified PIA. The performance guarantee shall be in the form of a letter of credit, cash deposit or other such legal assurance as may be approved by the Board of Trustees. After preliminary acceptance, and with approval of the Board of Trustees, the performance guarantee may be reduced to an amount not less than twenty percent (20%) of the initial performance guarantee to guarantee performance during the warranty period.
- B. No performance guarantee drawn upon a company, bank or financial institutional having any relationship to the applicant or any principal, director, officer, or shareholder of the applicant (other than the relationship of depositor or checking account holder) shall be acceptable. The Town may reject any security for any reason.
- C. If the performance guarantee is provided in the form of a letter of credit or deposit arrangement that includes an expiration date, the applicant shall provide evidence of extension of such expiration or replacement of equivalent collateral in a form acceptable to the Town. Failure to provide proof of such extension or replacement guarantee no later than thirty (30) days prior to the date of expiration shall be cause for the Town staff to draw on the collateral funds without the necessity of any notice of default or other notice to the applicant. Funds withdrawn in this manner may be expended as necessary to

correct, repair and/or construct the required improvements or may be released upon provision of a replacement guarantee in a format acceptable to the Town.

- D. The Town shall have the right to draw on the security for the purpose of restoring and remediating any site disturbance and/or constructing or completing construction of any public improvements if the Town determines that the developer has not timely completed the improvements and/or has not satisfactorily completed the improvements, and/or properly restored the site in accordance with the civil construction plans (CD's) for the subdivision plat or site plan. However, the Town shall not be obligated to undertake such action if it has determined, for good cause, it is inadvisable to do so.
- E. Upon expiration of the warranty period(s) and as soon thereafter as the Town has granted final acceptance of the Improvements (the final acceptance of the improvements by the Town following a satisfactory final inspection at which time the warranty period ends), the balance of the security, without compounded interest, for the improvement(s) (or phased improvements, if applicable) shall be refunded or released to developer.
- F. The security for the improvements must be provided to the Town prior to and as a condition of the issuance of any construction permits, or recordation of the plat, whichever comes first.

**18.02.425 Time for completion.**

The time allowed for the completion of required improvements shall be as provided in the PIA or, if no time for completion is specified for some or all required improvements, such improvements shall be completed within two (2) years from the recording date of the final plat or issuance of site plan approval, whichever is applicable. The Board of Trustees may extend such time for completion upon request from the applicant, for good cause shown.

**18.02.430 Construction phasing.**

Inspection and preliminary acceptance of a portion of the required improvements in one (1) or more phases of construction shall occur only if specifically provided for in the PIA, or as determined appropriate by Town staff, at its discretion. Otherwise, all required improvements shall be completed before preliminary acceptance will be granted. Any proposed phasing must be logically related to the project as a whole and allow for the efficient integration of the phased required improvements into the Town's infrastructure. The Town staff may require adjustments in previously approved phasing schedules when deemed necessary to accommodate changed conditions or unforeseen circumstances.

**18.02.435 Preliminary acceptance.**

- A. No lot shall be conveyed until such time as the public improvements have received initial acceptance (approval of the improvements following a satisfactory inspection) by the Town and/or special district for maintenance for the phase in which the lot is located, in accordance with the approved phasing plan for the subdivision, if applicable.
- B. Those items not required for preliminary acceptance may, in the discretion of the Town staff, include lighting, striping of streets, public and private revegetation, landscaping, trails and associate lighting, and public recreation facilities. Upon completion of all required improvements or an approved phase of required improvements, the applicant shall notify the Town in writing and request an inspection of the completed improvements. Prior to the inspection, the applicant shall provide to the Town the following documentation:

1. Adequate assurance by a registered engineer, licensed in the State, that the required improvements have been constructed and completed in accordance with the approved plans and specifications.
2. As-built drawings for the required improvements, in accordance with Chapter 18.05 of this Code.
3. All test reports and logs required by the plans and construction drawings and applicable regulations and construction standards.
4. An original affidavit or affidavits identifying all contractors, subcontractors and materialmen who supplied labor or materials for the improvements and verifying that all have been paid, together with a lien waiver from each such contractor, subcontractor and material supplier acknowledging payment and waiver of any lien rights for all work completed prior to the date inspection and preliminary acceptance is requested, subject to any retainage withheld from the contractor or supplier during the warranty period pending final acceptance.

C. Inspection and preliminary acceptance.

1. Upon satisfaction of the requirements of this Section and subject to satisfaction of any additional requirements provided in the PIA, the Town staff or designated consultants shall inspect the completed improvements within fifteen (15) business days of the applicant requesting said inspection. If the Town's staff or designated consultant finds that the specified improvements have been completed substantially in accordance with the plans and other requirements of the PIA and these regulations, the Town staff shall issue a letter evidencing preliminary acceptance within fifteen (15) business days after the inspection date.
2. The Town shall not be required to make inspections during any period when climatic conditions interfere with making a thorough inspection, as determined by the Town representative making the inspection.
3. If, upon inspection of the completed improvements, the Town staff or designated consultant finds that any of the improvements have not been completed substantially in accordance with the plans and other requirements of the PIA and these regulations, the Town staff or designated consultant shall issue a written notice of deficiencies within fifteen (15) business days after the inspection specifying which improvements have not been completed substantially in accordance with the plans and other requirements of the PIA and these regulations.
4. All deficiencies must be corrected within fifteen (15) business days of the receipt of the notice of deficiencies. Such time limit may be extended if the Town determines that such deficiencies cannot reasonably be remedied within that period. The applicant shall then notify the Town in writing and request a follow-up inspection of the improvements, and the foregoing provisions of this Paragraph C shall be applicable.

D. Preliminary acceptance of all or any portion of the required improvements does not constitute a waiver by the Town of the right to draw on the collateral security to remedy any defect in or failure of the required improvements that is detected or which occurs after acceptance of the required improvements, nor shall such acceptance operate to release the applicant from the applicant's warranty as herein provided.

E. Upon preliminary acceptance, the Town will assume responsibility for the operation of all public water, sanitary sewer and storm water improvements, if applicable, and for snow removal on accepted public

streets. At the Town's discretion, it may elect not to plow any accepted public streets until there is development on individual lots that warrants access.

- G. Final acceptance shall take place within one (1) year after preliminary acceptance, which period may be extended by Town staff for up to one (1) additional year. Building permits may be issued for construction within the subdivision prior to preliminary acceptance. Until the public improvements are accepted by the Town, or other entity approved by the Town, the Town shall not be obligated to recommend issuance of any certificates of occupancy for private improvements within the subdivision.

**18.02.440      Warranty.**

- A. Warranty. The warranty period for streets, curbs, gutters, sidewalks, trails, potable water distribution systems, sanitary sewer distribution systems, drainage, and associated grading, and erosion control systems and all of their appurtenances, shall be two years from the date the Town issues the preliminary approval of the installed improvements. The warranty period for landscape and irrigation shall not be less than two (2) full growing seasons. The warranty period for all other improvements shall be one year from the date of preliminary approval. No warranty period will expire until such final acceptance, notwithstanding the fact that such period would have otherwise expired by the passage of time.
- B. Notice of default; cure period. Except as provided in Paragraph C below with respect to emergency repairs, the Town shall provide written notice to the developer if an inspection reveals that any improvement is defective. The developer shall have fifteen (15) days from the giving of such notice to remedy the defect. This time limit may be extended if the Town determines that such defect cannot reasonably be remedied within the fifteen (15) day period. In the event the developer fails to remedy the defect within the fifteen (15) day period or any extension thereof, the Town may utilize the collateral security to correct the defect or exercise any other remedy provided in the PIA. No notice shall be required with respect to emergency repairs except as provided in Paragraph C below.
- C. Emergency repairs. If at any time it appears that the improvements may be significantly damaged or destroyed as a result of a bona fide emergency, an act of God or due to construction failure, the Town shall have the right, but not the duty, to enter upon the property and perform such repairs and take such other action as may be reasonably required in the Town's judgment to protect and preserve the improvements. The Town shall have no duty to inspect the property to identify emergency situations which may arise. Prior to or concurrent with, or immediately following, taking any action pursuant to emergency repairs, the Town shall make a reasonable effort to locate the developer and advise of the existence and nature of the emergency. Upon written demand, the developer shall reimburse the Town for the costs of such emergency repairs. Failure of the applicant to reimburse the Town for the costs of such emergency repairs within fifteen (15) days after demand shall constitute a default under the PIA.
- D. Final inspection. Approximately sixty (60) days prior to the expiration of the warranty period, the Town shall notify the applicant in writing and schedule a final inspection/walkthrough.

**18.02.445      Final acceptance.**

Final acceptance of the required improvements by the Town requires formal action by the Board of Trustees, after all required improvements have been completed, inspected and certified for final acceptance by Town Staff. Final release of the performance guarantee requires additional formal action by the Board of Trustees. The Town shall not be required to finally accept any of the required improvements until the Board of Trustees determines that:

1. All required improvements have been satisfactorily completed in accordance with the approved plans and specifications and have been preliminarily accepted by the Town.
2. All warranty periods provided for in these regulations and the PIA have ended and any defects found during inspection of the required improvements have been satisfactorily remedied by the applicant.
3. The applicant has provided, and the Town has review and approved, all conveyance documents required pursuant to these regulations and the PIA;
4. The applicant has provided an original affidavit or affidavits identifying all contractors, subcontractors and materialmen who supplied labor or materials for the improvements and verifying that all have been fully paid, together with an original unconditional lien waiver from each such contractor, subcontractor and material supplier acknowledging full payment and waiver of any and all lien rights. The final twenty percent (20%) of the initial performance guarantee posted under Section 18.02.420 shall not be released until the Town receives said affidavits and unconditional lien waivers; and
5. All other applicable requirements contained in these regulations, the Town's design and construction standards and the PIA have been satisfied.

**18.02.450 Acceptance for maintenance.**

- A. Acceptance. At the end of the warranty periods and upon final acceptance of the improvements, the Town or the relevant metropolitan district will assume all future repair and maintenance responsibilities with respect to the accepted public improvements, if any. The Town will not assume any responsibility for maintenance and repair of required private improvements, and such responsibility shall remain with the applicant unless it is transferred to a homeowners' association or other responsible person or entity in accordance with the approved subdivision documentation.
- B. Release of collateral; security/ performance guarantee; request for partial release. The applicant may make periodic requests for the partial release of the collateral in accordance with the provisions of this Subsection. All such requests shall be in writing to the Board of Trustees and shall correspond with a portion of the required improvements that have been substantially constructed or installed in accordance with these regulations and the PIA. No more than one (1) request for a partial release of the performance guarantee may be submitted each month. No reduction of the performance guarantee shall be allowed which would reduce the amount of collateral to less than one hundred twenty-five percent (125%) of the estimated cost of any remaining or incomplete improvements; and the final twenty percent (20%) of the initial performance guarantee may not be released until all of the required improvements have been preliminarily accepted, the warranty period has run, the applicant has complied with all requirements specified in these regulations and the PIA and the improvements are finally accepted by the Town. There shall be no reduction in the amount of the performance guarantee if the applicant is in default under the PIA.
- C. Town use of performance guarantee. Except as otherwise provided in the PIA, the Town may draw upon and utilize the collateral security to pay for the construction, completion or correction of the required improvements or to restore and revegetate the site in the event the applicant fails to timely perform the obligations provided in this Article or is otherwise in default under the terms of the PIA. Application of the collateral may include covering such costs, including reasonable engineering and attorney's fees, as are necessary for the Town to administer the construction and correct, repair or

complete the required improvements and to enforce the PIA and any bond or other undertaking given as the performance guarantee.

D. Conveyance of improvement other than by dedication on plat.

1. As to any of the improvements which have not previously been dedicated on the final plat of the subdivision, such improvements, if designated and intended as public improvements, shall be conveyed to the Town or other appropriate public entity, or if designed or intended as private improvements, shall be conveyed to a homeowners' association or other responsible entity approved by the Town. Such conveyance shall be made prior to final acceptance of the improvements.
2. Upon the determination of the Town staff that such improvements have been satisfactorily completed and that acceptance of such improvements by the Town is proper and in accordance with the provisions herein, conveyance shall be made by general warranty deed (if real estate) or bill of sale with full warranty of title (if personal property), free and clear of all liens, encumbrances and restrictions (except for permitted exceptions as provided in the PIA), and the specific instrument of conveyance shall be acceptable as to form and substance by the Town staff.
3. Conveyances of fee title, easements or other real property interests shall be accompanied by a policy of title insurance as required by Section 18.02.230.B.

**18.02.455 Agreement to maintain.**

In the event the subdivision is to contain any property or facilities that are not for public use, but which are for the private use of the owners or occupants of two or more lots or dwelling units, and where the private improvements are granted credit under the provisions of Section 18.02.340, in lieu of public improvements, then the maintenance and operation of such privately owned common facilities shall be covered by the SPIA. Examples of such property or facilities might be tennis courts, swimming pools, parkways, roadways, gates, greenbelts, swales, etc.

**18.02.460 Cost recovery of improvements.**

A. For purposes of this section, certain terms and words are defined or limited as follows:

1. "Owner" means the owner of property abutting street improvements and utility extensions.
2. "Street improvements" means constructing or otherwise improving streets or widening streets and includes installation of paving, curbs, gutters and street lighting.
3. "Utility extensions" means constructing or otherwise improving potable water distribution systems and sanitary sewer collection systems.
4. "Incidentals" means and includes, without limitation, storm sewers and appurtenances, medians, acceleration and deceleration lanes, streets signs, traffic signals and survey monuments.
5. "Improvements" means street improvements, utility extensions and incidentals.
6. "Cost recovery" means a pro rata share of the actual cost of constructing street improvements and public utility extensions including related engineering costs computed and allocated on a front

foot basis and, if the applicant's subdivision was first in time and incidentals would have been required to be installed by the applicant, an equitable allocation of the cost of such incidentals.

7. "Director" means the Planning Director.
  8. "Existing subdivision" means an approved subdivision, requiring as part of its subdivision improvements, the construction and installation of all or a portion of the street improvements and or all or a portion of the construction of public utility extensions constructed and installed by another applicant for which cost recovery is available under this section.
- B. When an applicant is required under this Chapter to construct or install improvements through or adjacent to property not in his or her subdivision, the applicant shall pay the entire costs of the improvements and thereafter be eligible for cost recovery as provided by this section.
- C. The applicant shall:
1. Enter into a contract with the Town in form and content consistent with the provisions of this section prior to construction or installation of the improvements; and
  2. File with the Director within sixty (60) days after completion of the improvements: (a) a cost recovery statement on forms furnished by the Town certifying the actual cost of improvements, together with receipts and other evidence of such costs; and (b) a list of the names and addresses of the record owners and legal descriptions of property abutting the street improvements verified by the applicant to be true and accurate, together with a certificate thereof from the office of the County Assessor. If the applicant fails to timely comply with both subsections (C)(1) and (C)(2) of this section, the applicant may be ineligible for cost recovery.
- D. The Director shall determine cost recovery and allocation to abutting property based upon the applicant's cost recovery statement and such other information concerning the improvements and cost as he or she shall deem relevant. The Director's determination shall be final and binding upon all parties. The Director shall mail by first class mail, postage prepaid, written notice of his or her determination to the applicant and owners as shown by the applicant's verified list. Upon final determination of cost recovery, the Director shall cause to be filed in the office of the County Clerk and Recorder a statement describing the property abutting the street improvements and public utility extensions and advising the owners that if all or any portion of the abutting property is thereafter included in a subdivision, or if a building permit is obtained for all or any portion of the abutting property that is in an existing subdivision, cost recovery may be required to be paid pursuant to this section. The cost of mailing notices and recording statements shall be paid by the applicant.
- E. The owners of property abutting such improvements shall (1) prior to final approval of any subdivision plat which includes all or any portion of such abutting property, or (2) prior to the issuance of a permit to build a building or structure on all or any portion of such abutting property that is in an existing subdivision, whichever the case may be, pay to the Town for the use and benefit of the applicant the cost recovery as herein determined and allocated for that portion of the abutting property included within the subdivision, or for which a building permit application has been made, together with interest thereon at the rate of eight percent (prime lending rate + 4%) per year for a period not to exceed twenty (20) years computed from the date the improvements were accepted by the Town. Liability for cost recovery shall be limited to twenty (20) years after acceptance of the improvements by the Town.
- F. If for any reason the cost recovery is not paid as herein required, the Town shall not be liable or responsible to the applicant.

G. If the property is not being subdivided concurrently with a site plan application, the site plan applicant shall assume the duties and requirements of the applicant as defined in this section.

## Chapter 18.03: Zoning

### SECTIONS:

#### *Article 1*

<b>18.03.110</b>	<b>Official zoning map</b>
<b>18.03.120</b>	<b>Zone district boundaries</b>
<b>18.03.130</b>	<b>Zoning annexed land</b>
<b>18.03.140</b>	<b>Rezoning</b>
<b>18.03.150</b>	<b>Site plan required</b>

#### *Administration*

#### *Article 2*

<b>18.03.205</b>	<b>Establishment of zone districts</b>
<b>18.03.210</b>	<b>Large Lot Residential (LLR) zone district</b>
<b>18.03.215</b>	<b>Single Family Detached Low Density (SFD-1) zone district</b>
<b>18.03.220</b>	<b>Single Family Detached Medium Density (SFD-2) zone district</b>
<b>18.03.225</b>	<b>Residential Attached (RA) zone district</b>
<b>18.03.230</b>	<b>Mobile Home Park (MHP) zone district</b>
<b>18.03.235</b>	<b>Downtown Business (DB) zone district</b>
<b>18.03.240</b>	<b>Commercial Center (CC) zone district</b>
<b>18.03.245</b>	<b>Business Campus (BC) zone district</b>
<b>18.03.250</b>	<b>Light Industrial (LI) zone district</b>
<b>18.03.255</b>	<b>Public (P) zone district</b>
<b>18.03.260</b>	<b>Regency Park (RP) overlay zone district</b>
<b>18.03.265</b>	<b>Measurements and exceptions</b>

#### *Zone Districts*

#### *Article 3*

<b>18.03.310</b>	<b>Permitted uses</b>
<b>18.03.320</b>	<b>Conditional uses</b>
<b>18.03.330</b>	<b>Principal uses and structures</b>
<b>18.03.340</b>	<b>Accessory uses and structures</b>
<b>18.03.350</b>	<b>Temporary uses</b>
<b>18.03.360</b>	<b>Unlisted uses</b>
<b>18.03.370</b>	<b>Nonconforming uses, structures and lots</b>
<b>18.03.380</b>	<b>Schedule of standard zoning district uses</b>
<b>18.03.390</b>	<b>Schedule of RP overlay zoning district uses</b>

#### *District Uses*

#### *Article 4*

<b>18.03.410</b>	<b>Purpose</b>
<b>18.03.420</b>	<b>Scope and intent</b>
<b>18.03.430</b>	<b>Prior approved PDs</b>
<b>18.03.440</b>	<b>General Procedure</b>
<b>18.03.450</b>	<b>Preliminary PUD plan</b>
<b>18.03.460</b>	<b>Final PUD plan</b>
<b>18.03.470</b>	<b>PUD amendment</b>

#### *Planned Unit Developments*

*Article 1*

*Administration*

**18.03.110 Official zoning map.**

The boundaries of the zoning districts are established as shown on Official Zoning Map, as defined in Section 18.07.110, which map together with all explanatory material thereon, is adopted by reference and declared to be part of this title. A copy of the Official Zoning Map shall be kept on file in the office of the Town Clerk.

**18.03.120 Zoning district boundaries.**

In establishing the boundaries of the zoning districts shown on the Official Zoning Map, the following rules shall apply:

- A. General rules of interpretation. For unsubdivided property or where a zoning boundary divides a property, or if the zoning boundaries cannot otherwise be determined, the boundaries on the Official Zoning Map shall be based upon the individual zoning or rezoning map approved for the property by the Board of Trustees.
- B. Lot or block lines. Where no rights-of-way exist and the zoning boundaries are indicated as approximately following lot, tract, block or subdivision boundary lines, such limits shall be considered as the zoning district boundaries.
- C. Rights-of-way. Unless otherwise indicated, the zoning district boundaries are the centerlines of streets, alleys, waterways, and railroad rights-of-way. The area within any of the rights-of-way, including railroad rights-of-way, the I-25 right-of-way and the Highway 105 right-of-way, is not granted any of the use rights associated with the overlying or adjacent zoning district(s).
- D. Vacated rights-of-way. Whenever a public street, alley or other right-of-way has been vacated, the zoning district adjoining each side of the right-of-way shall be extended to include the portion of the vacated street, alley, or other right-of-way adjacent to such adjoining property.
- E. Town boundaries. Boundaries indicated as approximately following the Town limits shall be considered as following the Town limits.
- F. Other boundaries. Boundaries indicated as approximately parallel to or extensions of centerlines, lot, or tract lines, Town limits, or similar geographic lines shall be considered as the boundaries when no or other reliable documentation is available.
- G. Map discrepancies. Should an actual street layout or stream course vary from that shown on the map or any other uncertainty remain as to the location of a zoning district boundary, the Director shall interpret the map based on the best information available and according to the intent of this title and any other applicable provisions of the Municipal Code.
- H. Boundary disputes. Disputes concerning the exact location of any zoning district boundary line shall be decided by the Board of Adjustment.

**18.03.130 Zoning annexed land.**

Annexation of land into the Town is governed by the procedures in Colorado Constitution Article II, Section 30 and CRS 31-12-101, et seq. All annexed land shall be zoned within 90 days of annexation following the procedure for rezoning at Section 18.03.140. Zoning of property proposed for annexation may be processed simultaneously with the petition for annexation, provided no ordinance zoning such property may be finally adopted prior to final adoption of an ordinance or ordinances annexing such property.

**18.03.140 Rezoning.**

- A. The Board of Trustees may amend the boundaries of any zone district as shown on the Official Zoning Map by following the procedures in this section.
  - 1. Rezoning of individual property may be initiated by the Town or by application filed by the landowner.
  - 2. Requests for rezoning initiated by the Board of Trustees, Planning Commission or Town staff will be prepared as a draft ordinance by the Town Attorney and Town staff. In this instance, the Town shall be considered to be the applicant.
- B. To initiate a rezoning of private property, the petitioner must be the owner of the affected property or a person with the signed authorization of the owner to present the application.
- C. If a proposed rezoning is inconsistent with the Comprehensive Plan, the request may only be approved if the applicant demonstrates that the rezone is justified because of changed or changing conditions in the particular area, in the Town in general or that the rezoning is necessary to correct a manifest error in the existing zone classification.
- D. The Planning Commission and Board of Trustees may consider the following evaluation criteria in considering rezoning applications:
  - 1. The compatibility of the rezoning proposal with the surrounding zone districts and land uses in the vicinity of the site of the rezoning, including the characteristics of the existing neighborhood, the applicable area and bulk requirements, and the suitability of the site for development in terms of on-site characteristics;
  - 2. The impacts of the rezoning upon expected traffic generation and road safety availability of on-site and off-site parking and the availability of adequate utility services and street access on the site;
  - 3. That the land proposed for rezoning, or adjacent land, has changed or is changing to a degree such that it is in the public interest and consistent with the intent, purpose and provisions of this chapter to encourage different densities or uses within the land in question;
  - 4. That the proposed rezoning is needed to provide land for a demonstrated community need or service and such rezoning will be consistent with the goals, objectives and policies contained within the Comprehensive Plan;
  - 5. That the existing zoning classification currently recorded on the Official Zoning Map is in error;

6. That the proposed rezoning is in conformance, or will bring the property into conformance, with the Comprehensive Plan goals, objectives and policies, and other related policies or plans for the area;
  7. That adequate infrastructure/facilities are available to serve the type of uses allowed by the change of zoning, or that the applicant will upgrade and provide such where non-existent or under capacity; and
  8. The impacts of the rezoning upon expected traffic generation and road safety, availability of onsite and off-site parking and the availability of adequate utility services and street access to the site.
- E. In case of a protest against a proposed rezoning filed with the Town Clerk at least 24 hours prior to the public hearing and signed by the owners of twenty percent (20%) or more either of: (1) the area of the property included in such proposed change, or (2) the area immediately adjacent to the area proposed to be rezoned, extending for a radius of one hundred (100) feet therefrom, disregarding intervening public streets and alleys, such amendment shall not become effective except by the favorable vote of two-thirds (2/3) of the members of the Board of Trustees.
- F. The Board of Trustees may, upon request of the Planning Commission, the Director, or on its own motion, initiate a procedure for rezoning a significant area of the Town, consisting of six or more individual ownership parcels. This rezoning is a legislative not a quasi-judicial act and may be accomplished by ordinance without notice to individual landowners. The protest procedures of Subsection 18.03.140.E shall not apply. The procedure for legislative rezoning shall be as follows:
1. Requests for legislative rezoning initiated by the Board of Trustees, Planning Commission or the Director, will be prepared as a draft ordinance by the Town Attorney and Town staff. In this instance the Town shall be considered to be the applicant.
  2. After conducting its review on the request, the Planning Commission shall transmit its recommendations to the Board of Trustees.
  3. Notice of the public hearing before the Board of Trustees shall be given by publication of the request. The notice shall be published in a newspaper of general circulation in the Town and by posting at the Town offices. Notwithstanding Section 18.201.160, Table 1.2, separate notice to individual property owners is not required but may be given in the sole discretion of the Town. The Town choosing not to give such individual notice shall not be a basis for challenge of the legislative rezoning.
  4. The Board of Trustees shall consider the public testimony, the recommendations of the Comprehensive Plan, and the interests of the Town in general when considering a legislative rezoning. The criteria of Subsections 18.140 C and D shall not apply.
- G. The action of the Board of Trustees in approving all rezoning applications shall be taken by ordinance and recorded on the Official Zoning Map.

**18.03.150 Site plan required.**

- A. As part of the process for obtaining a construction permit from the Town pursuant to Section 18.01.290, an applicant must submit a site plan for any new construction or building addition. For

projects zoned PUD (Planned Unit Development), the approved final PUD site plan shall serve as the site plan required for the construction permit. See Section 18.04.420.C.

- B. Submittal requirements. The applicant shall submit all required materials specified in Appendix One.
- C. Procedure. An application for site plan approval shall be processed in accordance with the Review Procedures Chart at Section 18.01.220 and Table 1.1.
- D. Criteria for review. The Town staff shall consider the following criteria in reviewing a site plan application:
  - 1. The site plan is generally consistent with the Comprehensive Plan and other relevant Town goals and policies;
  - 2. The site plan is generally consistent with any previously approved subdivision plat;
  - 3. The site plan complies with all applicable development and design standards set forth in this title;
  - 4. The development proposed on the site plan and its general location is or will be compatible with the character of surrounding land uses; and
  - 5. Any significant adverse impacts reasonably anticipated to result from the proposed development will be mitigated or offset to the maximum extent reasonably practicable.
- E. Conditions of approval. The Town staff may place conditions upon issuance of a site plan approval which it deems necessary and proper to ensure that the development proposal will be implemented in the manner indicated in the application. Said conditions shall be listed on the approved permit. Conditions may include, but not be limited to, the following:
  - 1. Use. The condition may restrict the future use of the proposed development to that indicated in the application.
  - 2. Homeowners' association. The conditions may require that, if a homeowners' association or merchants' association is necessary or desirable to hold and maintain common property, it be created prior to the issuance of a permit.
  - 3. Dedications. The conditions may require conveyances of title or easements to the Town, or public utilities for purposes related to the community's public health, safety and welfare, which may include land and/or easements for utilities, roads, snow storage or other similar public uses. Conditions may require construction to public standards and dedication of those public facilities necessary to serve the development and the public.
  - 4. Construction guarantees. The conditions may require the depositing of certified funds with the Town, the establishment of an escrow fund, the depositing of an irrevocable letter of credit, the posting of a bond or other surety or collateral (which may provide for partial releases), to ensure that all construction features included in the application or required by the terms of the site plan approval are provided as represented and approved. The Town may also require a monetary guarantee ensuring that the site will be revegetated to its original condition if the project is abandoned after construction has commenced.

5. Public improvements. The conditions may require the installation of public improvements or participation in a special assessment district for the installation of public improvements within, adjacent to or contributing to the project. Such public improvements shall be secured in the same form required for public improvements at Section 18.02.420.
  6. Additional and/or revised plans. The conditions may require that additional plans or engineered revisions to utility, drainage or site plans be submitted to the Town and approved prior to issuance of a building permit.
- F. Following approval of a site plan and the satisfaction of any conditions of approval, the site plan shall be signed by the Director and the Mayor and attested by the Town Clerk. A public improvement agreement (PIA) shall be approved by Town staff and executed by the owner/applicant and the Town prior to recordation of the site plan, or final plat, whichever is submitted and approved last. The Director may waive the PIA if there are minimal site plan improvements.
- G. Modification of plan during construction. All site improvements shall conform to the approved site plan, including engineering drawings approved by the Town staff. If the applicant makes any changes during construction in the development in relation to the approved site plan, such changes shall be made at the applicant's risk without any assurances that the Town staff will approve the changes. The applicant will be required to correct the unapproved changes so as to conform to the approved site plan.

*Article 2*

*Zone Districts*

**18.03.205 Establishment of zone districts.**

- A. In order to carry out the provisions of this title, the following ten standard zoning districts are established:
1. Large Lot Residential (LLR) zone district.
  2. Single Family Detached Low Density (SFD – 1) zone district.
  3. Single Family Detached Medium Density (SFD – 2) zone district.
  4. Residential Attached (RA) zone district.
  5. Mobile Home Park (MHP) residential zone district.
  6. Downtown Business (DB) zone district.
  7. Commercial Center (CC) zone district.
  8. Business Campus (BC) zone district.
  9. Light Industrial (LI) zone district.
  10. Public (P) zone district
- B. In addition to the standard zoning districts listed in subsection A above, the following overlay zoning district is established:
1. Regency Park overlay zone district. The Regency Park overlay zone district consists of the following zone districts:
    - a. Planned Residential District—Estate (PRD-2).
    - b. Planned Residential District—Single-family (PRD-4).
    - c. Planned Residential District—Single-family (PRD-6).
    - d. Planned Residential District—Multiple Family (PRD-10).
    - e. Planned Commercial Development District (PCD).
    - f. Planned Industrial Development District (PID).
    - g. Planned Multi-Use Development District (PMD).
- C. In addition to the standard and overlay zoning districts listed in subsections A and B above, a Planned Development (PUD) District is established (see Article 4 Planned Unit Developments).

**18.03.210 Large Lot Residential (LLR) zone district.**

- A. Intent. The purpose of the Large Lot Residential zone district is to provide a very low-density residential environment of a rural estate character. Development in the LLR zone district does not require centralized services unless lot sizes are reduced and clustered to provide common open space.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.1.

**Table 3.1  
Large Lot Residential Zone District Standards**

Minimum Lot Area	Two and one-half (2.5) acres. Lot size may be reduced to one-half (.5) acre by shifting the remaining required minimum lot area into common open space.
Minimum Lot Width	One hundred (100) feet.
Minimum Front Yard	Fifty (50) feet.
Minimum Side Yard	Principal buildings: Twenty (20) feet. Accessory structure: Ten (10) feet. All buildings where side yard abuts street: Twenty-five (25) feet.
Minimum Rear Yard	Principal building: Twenty (20) feet. Accessory structure: Ten (10) feet.
Maximum Height	Principal buildings: Thirty-five (35) feet. Accessory structure: Twenty (20) feet.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.1, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Large Lot Residential zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Large Lot Residential zone district in accordance with Chapter 6 of this title.

**18.03.215 Single Family Detached Low Density (SFD-1) zone district**

- A. Intent. The purpose of the Single Family Detached Low Density zone district is to provide for low density single-family detached residential dwellings, and for residential and related uses in keeping with the character of single-family living.

- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.2.

**Table 3.2**  
**Single Family Detached Low Density Zone District Standards**

Minimum Lot Area	9000 square feet.
Minimum Lot Width	Sixty-five (65) feet.
Minimum Front Yard	Twenty-five (25) feet.
Minimum Side Yard	Principal buildings: Seven and one-half (7.5) feet. Accessory structure in rear one-third of lot: Three and one-half (3.5) feet. Accessory structure not in rear one-third of lot: Five (5) feet. All buildings abutting a street: Twenty-five (25) feet. All non-residential buildings except a school or church: One (1) foot for each three (3) feet of building height. School or church: Twenty-five (25) feet.
Minimum Rear Yard	Principal building: Twenty-five (25) feet. Accessory structure: Ten (10) feet.
Maximum Height	Principal buildings: Thirty (30) feet. Accessory structure: Twenty (20) feet.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.2, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Single Family Detached Low Density zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Single Family Detached Low Density zone district in accordance with Chapter 6 of this title.

**18.03.220 Single Family Detached Medium Density (SFD-2) zone district**

- A. Intent. The purpose of the Single Family Detached Medium Density zone district is to provide for medium density single-family detached residential dwellings, and for residential and related uses in keeping with the character of single-family living.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350.

- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.3.

**Table 3.3**  
**Single Family Detached Medium Density Zone District Standards**

Minimum Lot Area	6500 square feet.
Minimum Lot Width	Fifty (50) feet.
Minimum Front Yard	Twenty-five (25) feet.
Minimum Side Yard	Principal buildings: Five (5) feet. Accessory structure in rear one-third of lot: Three and one-half (3.5) feet. Accessory structure not in rear one-third of lot: Five (5) feet. All buildings abutting a street: Twenty-five (25) feet. All non-residential buildings except a school or church: One (1) foot for each three (3) feet of building height. School or church: Twenty-five (25) feet.
Minimum Rear Yard	Principal building: Twenty (20) feet. Accessory structure: Ten (10) feet.
Maximum Height	Principal buildings: Thirty (30) feet. Accessory structure, except apartments: Twenty (20) feet. Accessory apartment: Twenty-eight (28) feet.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.3, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Single Family Detached Medium Density zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Single Family Detached Medium Density zone district in accordance with Chapter 6 of this title.

**18.03.225 Residential Attached (RA) zone district**

- A. Intent. The purpose of the Residential Attached zone district is to provide a mix of housing options, including single-family attached and multifamily residential dwellings.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.4.

**Table 3.4  
Residential Attached Zone District Standards**

Minimum Lot Area	<p>Single-family detached dwelling: Five thousand (5000) square feet.</p> <p>Single-family attached or multiple-family dwelling: Seventeen hundred and twenty-five (1725) square feet per dwelling unit.</p> <p>All other uses: Five thousand (5000) square feet.</p>
Minimum Lot Width	<p>Single-family attached or multiple-family dwelling: Twenty-five (25) feet.</p> <p>All other uses: Sixty (60) feet.</p>
Minimum Front Yard	<p>Single-family attached or multiple-family dwelling: Ten (10) feet.</p> <p>All other uses: Twenty-five (25) feet.</p>
Minimum Side Yard	<p>Dwellings straddling a common lot line: Zero (0) feet.</p> <p>Dwellings not straddling a common lot line: Five (5) feet.</p> <p>All other uses: Five (5) feet.</p> <p>Accessory structure in rear one-third of lot: Three and one-half (3.5) feet.</p> <p>Accessory structure not in rear one-third of lot: Seven (7) feet.</p> <p>All buildings abutting a street: Fifteen (15) feet.</p> <p>All multi-family and non-residential buildings except a school or church: One (1) foot for each three (3) feet of building height.</p> <p>School or church: Twenty-five (25) feet.</p>
Minimum Rear Yard	<p>Single-family attached or multiple-family dwelling: Ten (10) feet.</p> <p>All other principal buildings: Twenty-five (25) feet.</p> <p>Accessory structure: five (5) feet.</p>
Maximum Height	<p>Principal buildings: Thirty-five (35) feet, not to exceed three stories of occupied floor area.</p> <p>Accessory buildings: Twenty (20) feet.</p>

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.4, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Residential Attached zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Residential Attached zone district in accordance with Chapter 6 of this title.

- G. Open Space. Within single-family attached and multifamily use areas, a minimum of twenty (20) percent of the gross site area shall be set aside as common open space which may include, yet not limited to, landscaped areas, swimming pools, tennis courts, play areas, walkways and bikeways (excluding driving and parking areas).

**18.03.230 Mobile Home Park (MHP) zone district**

- A. Intent. The purpose of the Mobile Home Park zone district is to ensure and promote an acceptable living environment for occupants of mobile homes.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350.
- C. District standards. Park size, lot/space, setback and height requirements shall be as shown in Table 3.5.

**Table 3.5  
Mobile Home Park Zone District Standards**

Minimum Park Size	Ten (10) acres.
Minimum Lot/Space Area	Four thousand (4000) square feet.
Minimum Lot/Space Width	Forty (40) feet.
Minimum Setbacks	Thirty (30) feet from any park boundary line abutting upon a public street or highway; fifteen (15) feet from other park property boundary lines. Ten (10) feet from any lot/space line. Twenty (20) feet from any other mobile home. Two (2) feet from the mobile home tongue to a sidewalk.
Minimum Yard Area	Three hundred (300) square feet.
Maximum Height	Thirty-five (35) feet.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.5, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340. An accessory structure which has a horizontal area exceeding twenty-five (25) square feet and is attached to a mobile home shall, for the purposes of all separation requirements, be considered to be part of the mobile home.
- E. All site development in the Mobile Home Park zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Section 18.04.160 and Chapter 5 of this title.
- F. Signs shall be permitted in the Mobile Home Park zone district in accordance with Chapter 6 of this title.

**18.03.235 Downtown Business (DB) zone district**

- A. Intent. The purpose of the Downtown Business zone district is to provide for and encourage development and redevelopment that preserves and enhances the unique character of downtown Monument.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350. All uses shall comply with the general performance standards in Section 18.04.110.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.6.

**Table 3.6  
Downtown Business Zone District Standards**

Minimum Lot Area	No minimum requirement.
Maximum Lot Coverage	No maximum requirement.
Minimum Front Yard	Zero feet from the front property line unless at least thirty (30) percent of the lots in the affected block are built upon, in which case the average front yard of the existing buildings shall apply.
Minimum Side Yard	No minimum requirement.
Minimum Rear Yard	No minimum requirement.
Maximum Height	Thirty-five (35) feet.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.6, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Downtown Business zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Downtown Business zone district in accordance with Chapter 6 of this title.

**18.03.240 Commercial Center (CC) zone district**

- A. Intent. The purpose of the Commercial Center zone district is to provide for consumer goods and services in well-planned nodes of commercial development outside of the Downtown Business zone district.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350. All uses shall comply with the general performance standards in Section 18.04.110.

C. District standards. Lot, yard and height requirements shall be as shown in Table 3.7.

**Table 3.7  
Commercial Center Zone District Standards**

Minimum Lot Area	No minimum requirement.
Maximum Lot Coverage	Thirty-five (35) percent.
Minimum Yard:	
(1) Front Yard	
Interstate Highway	Fifty (50) ft. See Footnote #1.
Arterial	Twenty-five (25) ft. See Footnote #2.
Collector	Twenty (20) ft. See Footnote #3.
Local	Fifteen (15) feet. See Footnote #4.
(2) Rear Yard	One-half of front yard. See Footnote #5.
(3) Side Yard	One-quarter of front yard. See Footnote #5.
Maximum Height	West of I-25: Seventy-five (75) feet. Also see Minimum Front Yard standards and Footnotes #1, 2, 3 and 4. East of I-25: Fifty (50) feet.

1. At the fifty (50) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into more than fifty (50) percent of the front yard.
2. At the twenty-five (25) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
3. At the twenty (20) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
4. At the fifteen (15) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
5. A rear yard of greater than one-half, and a side yard of greater than one-fourth of the front yard shall be required where the side yard is adjacent to a public right-of-way. In such cases of double frontages, minimum front yards standards shall apply for each respective street frontage.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.7, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Commercial Center zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Commercial Center zone district in accordance with Chapter 6 of this title.

**18.03.245 Business Campus (BC) zone district**

- A. Intent. The purpose of the Business Campus zone district is to provide for the attraction of a variety of employment-generating uses including all office types, highly specialized and technological industries, research and experimental institutions, light manufacturing support facilities, and business services.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350. All uses shall comply with the general performance standards in Section 18.04.110.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.8.

**Table 3.8  
Business Campus Zone District Standards**

Minimum Lot Area	1 acre
Maximum Lot Coverage	Forty (40) percent.
Minimum Yard:	
(1) Front Yard	
Interstate Highway	Fifty (50) ft. See Footnote #1.
Arterial	Twenty-five (25) ft. See Footnote #2.
Collector	Twenty (20) ft. See Footnote #3.
Local	Fifteen (15) feet. See Footnote #4.
(2) Rear Yard	One-half of front yard. See Footnote #5.
(3) Side Yard	One-quarter of front yard. See Footnote #5.
Maximum Height	West of I-25: Seventy-five (75) feet. Also see Minimum Front Yard standards and Footnotes #1, 2, 3 and 4. East of I-25: Fifty (50) feet.

1. At the fifty (50) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height

shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into more than fifty (50) percent of the front yard.

2. At the twenty-five (25) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  3. At the twenty (20) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  4. At the fifteen (15) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  5. A rear yard of greater than one-half, and a side yard of greater than one-fourth of the front yard shall be required where the side yard is adjacent to a public right-of-way. In such cases of double frontages, minimum front yards standards shall apply for each respective street frontage.
- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.8, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Business Campus zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Business Campus zone district in accordance with Chapter 6 of this title.

**18.03.250 Light Industrial (LI) zone district**

- A. Intent. The purpose of the Light Industrial zone district is to provide for areas for industrial uses which, by their nature, have minimal detrimental effect beyond the zone district in which they are located, and do not constitute a detriment to the public health or welfare by reason of smoke, radiation, noise, dust, odor, gas, glare, vibration, particulate matter, water pollution or the use of toxic and or hazardous chemicals.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350. All uses shall comply with the general performance standards in Section 18.04.110.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.9.

**Table 3.9  
Light Industrial Zone District Standards**

Minimum Lot Area	1 acre.
Maximum Lot Coverage	Forty (40) percent.
Minimum Yard:	
(1) Front Yard	
Interstate Highway	Fifty (50) ft. See Footnote #1.
Arterial	Twenty-five (25) ft. See Footnote #2.
Collector	Twenty (20) ft. See Footnote #3.
Local	Fifteen (15) feet. See Footnote #4.
(2) Rear Yard	One-half of front yard. See Footnote #5.
(3) Side Yard	One-quarter of front yard. See Footnote #5.
Maximum Height	West of I-25: Seventy-five (75) feet. Also see Minimum Front Yard standards and Footnotes #1, 2, 3 and 4. East of I-25: Fifty (50) feet.

1. At the fifty (50) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into more than fifty (50) percent of the front yard.
  2. At the twenty-five (25) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  3. At the twenty (20) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  4. At the fifteen (15) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  5. A rear yard of greater than one-half, and a side yard of greater than one-fourth of the front yard shall be required where the side yard is adjacent to a public right-of-way. In such cases of double frontages, minimum front yards standards shall apply for each respective street frontage.
- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.9, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.

- E. All site development in the Light Industrial zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Light Industrial zone district in accordance with Chapter 6 of this title.

**18.03.255 Public (P) zone district**

- A. Intent. The purpose of the Public zone district is to provide for property devoted to public and quasi-public buildings and facilities, such that those properties, while unique in many respects, may nevertheless be subject to appropriate land use regulations.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.380. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.10.

**Table 3.10  
Public Zone District Standards**

Minimum Lot Area	No minimum requirement.
Maximum Lot Coverage	Thirty-five (35) percent
Minimum Front Yard	Rear yard setbacks shall be 25' when the abutting district is any residential property. Otherwise, the setbacks shall be equal to the equivalent minimum setback in the abutting district.
Minimum Side Yard	Rear yard setbacks shall be 25' when the abutting district is any residential property. Otherwise, the setbacks shall be equal to the equivalent minimum setback in the abutting district.
Minimum Rear Yard	Rear yard setbacks shall be 25' when the abutting district is any residential property. Otherwise, the setbacks shall be equal to the equivalent minimum setback in the abutting district.
Maximum Height	Principal buildings: Thirty-five (35) feet, not to exceed three stories of occupied floor area. Accessory buildings: Twenty-five (25) feet.

- D. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.10, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- E. All site development in the Public zone district, including parking, landscaping, lighting, and site design, shall be in accordance with Chapter 5 of this title.
- F. Signs shall be permitted in the Public zone district in accordance with Chapter 6 of this title.

**18.03.260 Regency Park (RP) overlay zone district**

- A. Intent. The purpose of the Regency Park overlay zone district is to provide for the development of Regency Park in accordance with the Regency Park Development and Rezoning Plan, as amended, and these regulations.
- B. Land use. Land uses are permitted as shown in the Schedule of Uses in Section 18.03.390. Accessory uses shall be in conformance with Section 18.03.340. Temporary land uses are as shown in Table 3.12 and shall be in conformance with Section 18.03.350. All non-residential uses shall comply with the general performance standards in Section 18.04.110.
- C. District standards. Lot, yard and height requirements shall be as shown in Table 3.11.

**Table 3.11  
Regency Park (RP) Overlay Zone District Standards**

<i>RP Zone</i>	<i>PRD-2</i>	<i>PRD-4</i>	<i>PRD-6</i>	<i>PRD-10</i>	<i>PCD</i>	<i>PID</i>	<i>PMD</i>
A. Maximum Density	2 DU/Ac.	4 DU/Ac.	6 DU/Ac.	10 DU/Ac.	N/A	N/A	20 DU/Ac.
B. Maximum Lot Coverage	N/A	N/A	N/A	40%	35%	40%	See Footnote #1
C. Minimum Lot Width	75 ft.	60 ft.	50 ft.	N/A	N/A	N/A	N/A
D. Minimum Yard							
(1) Front Yard	25 ft.	25 ft.	25 ft.				
Interstate Highway				50 ft. See Footnote #2	50 ft. See Footnote # 2	50 ft. See Footnote # 2	50 ft. See Footnote # 2
Arterial				25 ft. See Footnote #3	25 ft. See Footnote # 3	25 ft. See Footnote # 3	25 ft. See Footnote # 3
Collector				20 ft. See Footnote # 4			
Local				20 ft. See Footnote #5	15 ft. See Footnote #5	15 ft. See Footnote #5	See Footnote #1
(2) Rear Yard	25 ft.	20 ft.	20 ft.	20 ft. See Footnote # 6	See Footnote #6	See Footnote #6	See Footnote #1
Accessory Structure	25 ft.	20 ft.	20 ft.	5 ft.	See Footnote# 6	See Footnote# 6	See Footnote #1
(3) Side Yard	7.5 ft.	7.5 ft.	5 ft.	5 ft.	See Footnote #6	See Footnote #6	See Footnote #1
Accessory Structure	7.5 ft.	7.5 ft.	5 ft.	2 ft.	See Footnote #6	See Footnote #6	See Footnote #1
Abutting Street	25 ft.	20 ft.	20 ft.	20 ft.	See Footnote #6	See Footnote #6	See Footnote #1
D. Maximum Building Height	35 ft.	35 ft.	35 ft.	35 ft.	50 ft.	75 ft.	See Footnote #1

1. As determined during site plan review for the particular use being considered (either residential: PRD-10; commercial: PCD; industrial: PID)
2. At the fifty (50) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height

shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into more than fifty (50) percent of the front yard.

3. At the twenty-five (25) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  4. At the twenty (20) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  5. At the fifteen (15) foot minimum setback, only principal buildings or structures up to thirty (30) feet in height will be permitted. For each additional ten (10) feet back of setback, an additional ten (10) feet of height shall be permitted up to the maximum height allowed. Parking shall not be permitted to encroach into no more than fifty (50) percent of the front yard.
  6. Rear and side setbacks for uses in PCD and PID determined during site plan review. A rear yard of greater than one-half, and a side yard of greater than one-fourth of the front yard shall be required where the side yard is adjacent to a public right-of-way. In such cases of double frontages, minimum front yards standards shall apply for each respective street frontage.
- E. Accessory structures. Building requirements for accessory structures shall be as shown for principal structures in Table 3.11, unless otherwise specified. All accessory structures shall be in conformance with the provisions of Section 18.03.340.
- F. All site development in the Single Family Detached zone district, including parking, landscaping, lighting, building and site design, shall be in accordance with Chapter 5 of this title.
- G. Signs shall be permitted in the Single Family Detached zone district in accordance with Chapter 6 of this title.

### **18.03.265 Measurements and exceptions**

- A. General.
1. A building, structure, or lot shall not be developed, used, or occupied unless it meets the maximum height and minimum lot and yard requirements set forth for the zoning district in which it is located, except as otherwise established in this chapter or unless a variance has been granted.
  2. All heights shall be measured in accordance with the definition of height in Section 18.07.110 of this title.
  3. A yard setback, lot area, or lot width required by this title shall not be included as part of a yard setback, lot area, or lot width for another building or structure or lot, except as otherwise provided in this chapter.

4. Yards shall be unoccupied and unobstructed by any structure or portion of a structure from thirty-six (36) inches above grade upward; provided, however, that fences, walls, trellises, poles, posts, ornaments, furniture and other customary yard accessories may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility.
  5. No structure shall project into any required easement or public right-of-way.
- B. Projections into Required Yard Setbacks. The following structures may project into required front, side or rear yard setbacks as follows:
1. Cornices, canopies, eaves, fireplaces, tongues and hitches for mobile homes, window wells, chimneys, bay windows, ornamental features, or similar architectural features may extend into a required yard a maximum of two (2) feet, provided these projections are at least five (5) feet from the lot line.
  2. Open, unenclosed, uncovered porches, decks, or ramps up to forty-two (42) inches above the finished grade may extend into a required yard not more than six (6) feet, provided these projections are at least five (5) feet from the lot line. Rails are excluded from the forty-two-inch maximum height. All other porches, decks, or ramps shall not extend into any required yard, with the exception of pergolas, which may be constructed in a required yard.
  3. Fire escapes may extend into a required yard not more than six (6) feet, provided the projection is at least five (5) feet from the lot line.
  4. Solar collection devices and equipment may project not more than eighteen (18) inches into a yard setback.
  5. Essential permitted services are exempt from yard requirements.
- C. Height Exceptions for Appurtenances. Except as specifically provided elsewhere in this title, the height limitations contained in this chapter do not apply to spires, steeples, belfries, cupolas, chimneys, ventilators, skylights, parapet walls, cornices without windows, solar collectors or necessary mechanical appurtenances located above the roof level; provided, however, the following:
1. The appurtenance does not interfere with FAA Regulations;
  2. The appurtenance does not extend more than ten (10) feet above the maximum permitted building height, except for belfries that must be of greater height in order to function; and
  3. The appurtenance is not constructed for the purpose of providing additional floor area in the building.

*Article 3*

*District Uses*

**18.03.310 Permitted uses.**

Those uses designated as permitted uses on the schedule of uses in Sections 18.03.380 and 18.03.390 are allowed as a matter of right subject to approval of a site plan per Section 18.03.150.

**18.03.320 Conditional uses.**

- A. Those uses designated as conditional uses on the schedule of uses in Sections 18.03.380 and 18.03.390 are subject to approval in accordance with this section. Pre-existing uses approved as uses by special review are considered conditional uses. See Section 18.01.160.B.
- B. Conditional uses are uses which because of their potential range in size, intensity, activity level, and land use characteristics, require an additional level of review to determine if a proposed use and development is appropriate in a specific location. The purpose of the conditional use review is to assess the compatibility of the use and the scale, intensity, and activity level of a proposed use with surrounding land uses and developments.
  - 1. References to conditional uses, found within the Monument Municipal Code or within approved preliminary or final PUD's, shall follow all standards outlined in this section.
  - 2. An applicant must receive approval of a conditional use prior to submittal of a construction permit application.
- C. The purpose of this section is to ensure that a proposed conditional use is compatible with the surrounding area and conforms to the purposes of this title as set forth in Section 18.01.140, and to the review and approval criteria herein. Conditional uses shall not be allowed where such use or development would create a nuisance, traffic congestion, a threat to the health, safety, or welfare of the community, or a violation of any provisions of the Municipal Code.
- D. Review and approval criteria. The conditional use shall conform to the following review and approval criteria:
  - 1. The proposed use is generally consistent with the Comprehensive Plan and other relevant Town goals and policies;
  - 2. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located;
  - 3. The proposed use is generally consistent with any applicable use-specific standards set forth in this title;
  - 4. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
  - 5. Facilities and services (including sewage and waste disposal, water, gas, election, police and fire protection, and streets and transportation, as applicable) will be available to serve the subject

property while maintaining adequate levels of service for existing development;

6. Adequate assurances of continuing maintenance have been provided; and
  7. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable.
- E. Site Plan Required. Approval of a conditional use is also subject to approval of a site plan application. Decisions on each type of application shall be based on the applicable approval criteria in this section (for the conditional use) and Section 18.03.150 of this chapter (for the site plan).

#### **18.03.330 Principal uses and structures.**

The primary use of a lot is referred to as a principal use which may be a land use or a structure. Only one (1) principal use per lot is allowed except where a mix of residential and nonresidential uses may be permitted in a specified zone district.

#### **18.03.340 Accessory uses and structures.**

- A. An accessory use and/or structure must comply with the following requirements: Accessory uses need not be enclosed unless they would require enclosure in accordance with other regulations in this title. An accessory use and/or structure must:
1. Be clearly incidental and customary to, and commonly associated with the permitted use;
  2. Be operated and maintained under the same ownership or lessees or concessionaires thereof, and on the same lot as the permitted use;
  3. Structures or structural features must be compatible with, and architecturally consistent with, the permitted use and principal structure(s) on the property, and with the principal structures on adjacent properties.
- B. The total gross floor area of detached accessory structures shall not exceed ten (10) percent of the area of the lot; provided, however, that this limitation shall not apply to detached garages used exclusively by occupants of structures containing the permitted or accessory use.
1. A detached garage shall not exceed six hundred (600) square feet in a single-family residential zone, except in the Large Lot Residential zone. In the Large Lot Residential zone, a detached garage shall not exceed eight hundred (800) square feet. The total gross floor area of all detached accessory structures including the garage, shall not otherwise exceed ten (10) percent of the area of the lot.
  2. An accessory use in conformance with this title may be operated in a garage provided there is adequate off-street parking for the principal and accessory use(s).
- C. If operated partially or entirely within the structure containing the permitted use, the gross floor area within such structure utilized by accessory uses shall not be greater than forty (40) percent. Day care, foster family care, and other similar uses located in a single-family residence are excluded from this requirement. (See also Home Occupations in Section 18.04.140).

- D. Accessory dwelling units shall not exceed fifty (50) percent of the gross floor area of the principal dwelling unit.

**18.03.350 Temporary uses.**

- A. Intent. The intent of the temporary use permit is to ensure that temporary uses and improvements operate safely, are not detrimental to the public health, provide necessary services, and achieve compatibility with surrounding land uses. It is not the intent for temporary uses to compete with permanent businesses.
- B. Permits required. All temporary uses and/or structures require a temporary use permit issued by the Director prior to beginning operation. Uses or improvements in any right-of-way or property owned by the Town also require a revocable permit pursuant to Chapter 12.36 of the Municipal Code.
  - 1. The Town may impose such conditions as deemed necessary to meet the criteria in subsection E below and protect the integrity of the underlying zoning district and the surrounding neighborhood in which the temporary use is proposed to be located. This may include, but is not limited to, setting requirements for, or imposing restrictions upon, size, massing, location, open space, landscaping, buffering, screening, lighting, noise, signage, traffic and pedestrian circulation and control, parking design and operations, duration, hours of operation, setbacks, building materials and architectural design, sanitation, trash removal, dust control, drainage, erosion control, and provision of utilities and services.
  - 2. Every permit issued pursuant to this section shall expire according to the date established by the permit. In no case shall the expiration date extend beyond two years from the approval date. Permits will generally not be renewed unless the use is a seasonal use; a temporary improvement associated with an established business; or associated with a construction activity; or as stated otherwise herein. These applications may be renewed for up to two years at any one time using the same procedures as for an initial application.
  - 3. Revocation of Permit. If, upon review, the conditions or restrictions imposed by this section or by the permit have not been complied with, the Director or Code Enforcement Officer may take any action deemed necessary to remedy the noncompliance, including but not limited to revocation of the permit or pursuing the noncompliance as a zoning violation.
  - 4. Unless otherwise established by the approval, or as stated elsewhere in this section, a temporary use or improvement shall be deemed abandoned and the permit shall have no further force and effect if:
    - a. The primary intended use or activity has not been substantially implemented within three (3) months of approval of the temporary use or improvement;
    - b. The approved activity has not been conducted within the last sixty (60) days, excluding seasonal uses;
    - c. Most of the permitted improvements have been removed; or
    - d. As otherwise determined to be abandoned by the Director.
  - 5. Non-Assignability. No permit issued pursuant to this section shall be assignable.

- C. Exempt Activities. The following temporary activities are exempt from these regulations:
1. Storage or moving containers for a business or residence actively moving or a related activity and not exceeding fourteen (14) calendar days in any one year.
  2. Dumpsters for a business or residence actively undergoing construction or a related activity and not exceeding fourteen (14) calendar days in any one year.
  3. Temporary uses, structures, and/or vehicles/trailers needed as the result of a natural disaster or other health and/or safety emergency are allowed for the duration of the emergency or as needed to address conditions caused by the emergency.
- D. Prohibited Uses or Activities. The following uses and activities are prohibited due to negative visual, or other, impacts:
1. Storage in trailers or roll-off containers for longer than fourteen (14) days unless associated with an active construction site or a non-residential use, business or residence in the process of moving.
  2. Outdoor storage other than accessory storage for an active construction site. Any other outdoor storage shall conform to the Zoning Code requirements for the zone district in which the property is located and shall conform to an approved site plan.
  3. Tractor-trailers stored on properties that are functioning as a sign and not being actively used for transporting goods to and from the property on which they are located.
  4. Commercial outdoor automotive/recreational vehicle/boat repair other than windshield repair.
  5. Outdoor sales of durable goods as a principal use not associated with a farmer's market, special event, business promotional event, or with an approved site plan, unless the operation meets the requirements for a mobile vendor or kiosk as stipulated in Section E below.
- E. Allowed Uses and Activities. Temporary uses of land are permitted subject to the specific zone districts and time periods listed in Table 3.12, and any other applicable regulations of this section and the zoning district in which the use is permitted. The Town may approve other temporary uses and activities if it is determined that such uses meet the intent and criteria of this section.

**Table 3.12**

Use	Zone Districts	Period
(1) Construction trailer, temporary building, or yard for construction management office and/or storage of materials during active construction within an approved development.	All	Time to be specified by Director; must be concurrent with Building Permit; must be terminated within thirty (30) days of issuance of project Certificate of Occupancy for all types of construction.
(2) Temporary office for the sale and/or rental of dwelling units under construction within an approved development.	All	Time to be specified by Director; must be terminated within sixty (60) of completion of the sales period.
(3) Seasonal or off-site retail sales, which include, but are not limited to: sale of seasonal fruits and vegetables; sale of fireworks; and sale of Christmas trees.	Nonresidential zone districts only	Not to exceed one hundred and eighty (180) days, and provided that any permits required by law are obtained
(4) Outdoor business promotional events	Nonresidential zone districts only	Not to exceed ten (10) days, and provided that any permits required by law are obtained
(5) Donation container/trailer to collect donated goods or materials for recycling.	Nonresidential zone districts only	Not to exceed three (3) days
(6) Mobile vendors and Kiosks	Nonresidential zone districts only	Time to be specified by Director. See additional standards below.
(7) Circuses, carnivals, festivals and other special events, which include, but are not limited to: concerts, athletic events, rodeos, and parades	Nonresidential zone districts only	Not to exceed three (3) days, and provided that any permits required by law are obtained
(8) Flea markets, farmer’s and artisans’ markets, and farm-life activities and entertainments	Nonresidential zone districts only	Not to exceed one (1) event per week during a single continuous six (6) month time period in any calendar year and provided that any permits required by law are obtained.

1. Mobile Vendors. A mobile vendor is permitted to operate anywhere within non-residentially zoned districts within the Town limits, provided that the parking of the vehicle and all activities associated with the sale of goods and/or services, including signage, are prohibited from being within any public right-of-way or public property unless specifically permitted as part of a special event or farmer's market.
  - a. A mobile vendor must provide written permission from the private property owner upon whose land the vendor's vehicle is parked.
  - b. The mobile vending operation must not be determined to be a traffic hazard, either due to its proximity to a traveled way, sight obstruction, parking issues, pedestrian access, or other hazard as determined by the Town.
  - c. A mobile vendor cannot be located within one thousand (1,000) feet of another mobile vendor or kiosk, unless operating as a part of, or in conjunction with, a permitted special event or farmer's market.

- d. Any signage for mobile vendors must meet the requirements of Chapter 6 of this title. A banner or sandwich sign (but not both) may be used for signage for a mobile vendor, pursuant to the regulations in Chapter 6 of this title, except that a sandwich or banner sign may not be located further than twenty (20) feet from a mobile vendor and may not be located within a public right-of-way, nor on public property. Banner signs do not need to be affixed to a permanent base.
  - e. The vehicle and signage must be removed daily by the vendor.
  - f. Mobile food cart(s), excluding motor vehicle or trailers may operate in a single location without a permit. If located in the right-of-way or on public property, a revocable permit is required.
2. Kiosks. A kiosk may be located within a parking lot of any commercially zoned property with written permission of the owner or manager of the property.
- a. A plan shall be submitted and administratively approved by Town staff. The plan must show:
    - i. The location of the kiosk on the site. Any kiosk must be located at least one thousand (1,000) feet from a business selling similar goods or services. A kiosk cannot be located any closer than one thousand (1,000) feet from another kiosk or mobile vendor. An available public restroom must be located within one thousand (1,000) feet of a kiosk operation.
    - ii. The number of parking spaces taken up by the kiosk and the operation.
    - iii. Signage. Any signage for mobile vendors must meet the requirements of Chapter 6 of this title. Kiosks may have a banner or sandwich sign, except that a sandwich sign must be located within five (5) feet of the kiosk and must not interfere with pedestrian nor vehicular circulation, and a banner sign must be affixed to the kiosk.
    - iv. That the kiosk does not obstruct vehicular or pedestrian circulation.
    - v. List of uses.
    - vi. Distance in feet from a business or a permanent facility selling similar goods or services.
    - vii. Architectural elevations or photographs of the kiosk, which must be compatible with adjacent buildings on the same site.
  - b. Evidence of a building permit for a kiosk must be presented if required by the Pikes Peak Regional Building Department.

- c. A kiosk must be removed within ninety (90) days of expiration of the contract with the property owner, or cessation of operations by the kiosk operator. Once removed, the site upon which the kiosk was placed must be restored to its original condition within ninety (90) days.
  - 3. Prohibited Uses. The following goods and services are prohibited from being sold by mobile vendors or kiosk operators:
    - a. Alcoholic beverages.
    - b. Drugs, whether prescription or non-prescription.
    - c. Sexually oriented materials or services.
    - d. Items larger in size than ten (10) square feet.
    - e. Fireworks, as defined in §12-28-101, C.R.S., and further specifically including permissible fireworks as defined in § 12-28-101 (8), C.R.S.
    - f. Food that is not properly handled or refrigerated.
    - g. Firearms.
    - h. Hazardous materials of any kind.
  - 4. Other Requirements.
    - a. State of Colorado Sales Tax License/Tax ID Number. Every mobile vendor or kiosk operator is required to obtain a valid State tax identification number and remit all applicable sales taxes to the appropriate agencies.
    - b. Health Department Permit. Any mobile vendor or kiosk operator selling any type of foodstuffs that require an El Paso County Department of Public Health and Safety permit must submit a copy of the permit to the Town prior to startup of operations.
    - c. Insurance. Liability insurance acceptable to the Town is required for all mobile vendors and kiosk operators.
  - 5. Waiver. The Director may administratively waive any of the conditions listed above if, in his sole discretion, it is determined that special circumstances exist that cause those regulations to be onerous or inapplicable for a particular mobile vendor or kiosk application.
- F. Approval criteria. An application for any temporary use may be approved if it conforms to the following criteria, as applicable.
- 1. The application is in conformance with the intent of this section and the zoning district in which the use is proposed.
  - 2. The location, size, design, operating characteristics, and visual impacts of the proposed use will be compatible with the surrounding properties and neighborhood, and will not compromise the public health and/or safety.

3. A drainage plan, erosion control plan, and/or weed control plan has been provided if required. Weeds will be controlled and any landscaping on the site will be maintained for the duration of the use.
4. Adequate and safe access will be provided to the site. No temporary structure(s) shall obstruct the vision of traffic by a motorist, bicyclist or pedestrian; or obstruct the view of any traffic control signal or device.
5. The site will provide parking sufficient to accommodate all customers, occupants, and/or employees of the temporary and principal use(s) on the site. Gravel surfaced parking for a temporary use serving a project under construction, or for a seasonal use, may be approved provided that such gravel surfaced parking lot will be adequately maintained.
6. There is adequate traffic and pedestrian circulation, traffic control, snow storage and removal if applicable, and no safety hazards will be caused by the use or improvement(s).
  - a. A traffic control plan may be required. Any necessary traffic control devices such as signage will be provided by the applicant.
  - b. Adequate provisions for public safety, including minimizing any fire hazards, must be provided. The Fire Department has approved the use or activity, if required.
7. Adequate services will be provided, including electricity, gas, water, sanitary facilities, and refuse disposal, as applicable.
8. The temporary use or activity will not generate excessive noise, light pollution, glare, undue traffic congestion, or other significant negative impacts. Hours of operation are limited to Monday through Friday from the hours of 7:00 a.m. to 7:00 p.m., and Saturday and Sunday from the hours of 8:00 a.m. to 6:00 p.m. unless the Town determines longer hours conform to this section and will not significantly disturb nearby residents, businesses, or occupants.
9. The applicant has a valid Town of Monument Business License, if required, prior to operation of the temporary use.
10. Signage for any temporary use complies with Chapter 6 of this title.
11. The applicant will obtain any required permits or approvals from the health department, Pikes Peak Regional Building Department (PPRBD), Mountain View Electric (MVEA), and any applicable government, district, or agency prior to operating the business or use.
12. Adequate provisions have been made for cleanup and, if applicable, restoration of the site in a timely fashion upon termination of the use/improvement. A sufficient clean-up/site restoration deposit has been provided, if required. The deposit will be based on a general estimate of what it would cost for a contractor hired by the Town to restore the site to its former condition.

**18.03.360 Unlisted uses.**

- A. Uses not listed in a zone district are prohibited except that such uses may be approved by the Director provided such uses are found to be similar to a permitted use.

- B. Any person aggrieved by a decision of the Director pursuant to this section may appeal that decision to the Planning Commission under the following procedure:
1. The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.
  2. The Planning Commission shall consider the appeal at a public hearing held within thirty (30) days of receipt of the written appeal, notice of which shall be given to the appellant by US mail at least fifteen (15) days prior to the hearing.
  3. The Commission shall approve, approve with conditions, or deny the appeal.
  4. The decision of the Commission shall be the final decision of the Town on the matter, appealable only to the district court.

**18.03.370 Nonconforming uses, structures and lots.**

A. Nonconforming Uses.

1. Continuance. Except as provided in this section, the lawful pre-existing use of any building may be continued even though such use, building or lot does not conform to the requirements of this chapter or any amendments hereto.
2. Abandonment. Whenever a nonconforming use has been discontinued for a period of one hundred eighty (180) days, such use shall not thereafter be reestablished, and any future use shall be in conformance with the provisions of this title.
3. Changes in use. A nonconforming use shall not be changed to a use of higher, or less restrictive classification; such nonconforming use may, however, be changed to another use of the same or lower classification, and when so changed to a use of a lower classification shall not thereafter be changed to a use of a higher classification. Residential uses are the lowest and industrial uses are the highest classification.
4. Extensions. A nonconforming use may only be extended by up to twenty (20) percent in floor area. The extension of a conforming use to any portion of a nonconforming building shall not be deemed the extension of such nonconforming use.
5. Displacement. No nonconforming use shall be altered, extended or restored so as to displace any conforming use.

B. Nonconforming structures.

1. A nonconforming building or structure is a building or structure that once met applicable zoning regulations, but no longer does due to a subsequent revision to the zoning regulations. A building or structure that was nonconforming at the time of construction is unlawful and is not subject to this chapter.
  - a. Such nonconforming buildings or structures can be extended, enlarged, or altered as long the extension, addition, or alteration does not increase the nonconformity.

- b. Should such nonconforming building or structure be moved for any reason, for any distance whatsoever, it shall conform to the provisions of this title.
  2. Unsafe buildings. Any nonconforming building or portion thereof declared unsafe by the regional building inspector may be strengthened or restored to a safe condition.
  3. A nonconforming building which has been damaged by fire or other natural cause or accident may be restored to its original condition, provided such work is commenced within one hundred eighty (180) days of such event, and completed within one (1) year of such commencement.
  4. Repairs and maintenance. Repairs and maintenance, of nonconforming buildings is permitted, provided that any such activity does not expand the footprint or height of the nonconforming building.
  5. Completion. Any building or structure for which a building permit has been issued prior to the date of adoption of the ordinance codified in this chapter may be completed and used in accordance with the plans, specifications and permits on which the building permit was granted.
- C. Nonconforming lots. Nonconforming lots on record at the time of passage of this chapter may be built upon if all other relevant district requirements are met and the approval of the Board of Adjustment is obtained.
- D. Exemptions. Notwithstanding any provision in this chapter, any nonconforming building, structure, or land expressly created or caused by a conveyance of privately owned land to a federal, state or local government to serve a public purpose shall be exempt from the provisions of this chapter. This exemption applies only in cases where private land is obtained by a governmental entity for a public purpose, through condemnation, threat of condemnation or otherwise, which creates nonconformity in the remainder parcel in terms of setback, lot size, or other Town-required criteria. This exemption does not apply to right-of-way dedication or other public conveyances of land required by the Town in the course of subdivision or other routine development plan approvals.

**18.03.380 Schedule of standard zoning district uses.**

Land Use	LLR	SFD-1	SFD-2	RA	MHP	DB	CC	BC	LI	P
<b>COMMERCIAL USES</b>										
Bank						P	P	C	C	
Bar/tavern						P	P			
Car wash							P			
Check-cashing facility						C	C			
Convenience store						C	P			
Drive-through or up service							P			
Equipment sales and service, light						P	P			
Funeral parlor or mortuary						C	C		C	
General retail						P	P	C		
Hotel						P	P	C		
Kennel							C		P	
Marijuana dispensary, medical (see Sec. 18.04.220)							C			
Microbrewery or distillery						C	C		C	
Motel						P	P			
Office, professional or business						P	P	P	P	
Pawnshop						C	C			
Personal service establishment						P	P	C	C	
Pharmacy							P			
Restaurant						P	P	C	C	
Service station							P			
Shopping center							P			
Small animal clinic						P	P			
Vehicle parking lot						C	P	C	P	P
Vehicle sales and rental							P		P	
Vehicle service and repair, heavy							C		P	
Vehicle service and repair, light							P		P	
Wholesale sales							C		P	
<b>INDUSTRIAL USES</b>										
Building materials and lumber sales							C		P	
Contractor's shop or storage yard									P	C
Equipment sales and service, heavy									P	
Freight or truck yard							C		P	
Heavy industrial									C	
Light manufacturing								C	P	
Mini-warehouse/self-storage									P	
Outdoor storage									C	C
Research and development facility								P	P	

Land Use	LLR	SFD-1	SFD-2	RA	MHP	DB	CC	BC	LI	P
Warehousing and distribution								C	P	
<b>INSTITUTIONAL USES</b>										
Assisted living facility or nursing home		C	C	C						
Cemetery	C									P
Child care center, large						P	P	C		
Child care center, small	C	C	C	C	C					
Clinic						P	P	C		
Club, lodge or service organization						P	P	C		
Community facility	C	C	C	C	C	P	P	C	C	P
Correctional facility									C	C
Cultural facility						P	P	C		P
Hospital						C	C	P		
Religious assembly	P	P	P	P	P	P	P	P	P	P
Schools, colleges or universities										C
Schools, non-public	C	C	C	C	C	P	P			
Schools, proprietary						C	P	P	P	
Schools, public	C	C	C	C	C	P	P			P
Substance abuse treatment facility, outpatient								C		
Urgent care facility						P	P	P		
<b>RECREATIONAL USES</b>										
Community recreational facilities				C		P	P			P
Golf course	C	C	C	C						C
Open space	P	P	P	P	P	P	P	P	P	P
Park	P	P	P	P	P	P	P	P	P	P
Recreation and entertainment, indoor						C	P			
Recreation and entertainment, outdoor							C			
Recreational vehicle park					C					
<b>RESIDENTIAL USES</b>										
Accessory dwelling unit	A	A	A	A	A	A	A	A	A	A
Bed and breakfast inn (see Sec. 18.04.120)	C	C	C	P						
Boarding and rooming house				P						
Family care home	P	P	P	P	P					
Group homes - handicapped/disabled 8 persons or less (see Sec. 18.04.130)	P	P	P	P						
Group homes - handicapped/disabled > 9 persons	C	C	C	C						
Group homes, other	C	C	C	C						

Land Use	LLR	SFD-1	SFD-2	RA	MHP	DB	CC	BC	LI	P
Home occupation (see Sec. 18.04.140)	A	A	A	A	A	A	A	A		
Live/Work dwelling						P	C	C		
Manufactured Housing	P	P	P	P		C				
Mobile home					P					
Mobile home park (see Sec. 18.04.160)					P					
Multi-family dwelling				P		C	C	C		
Single-family dwelling, detached	P	P	P	P		C				
Two-family dwelling				P		C				
<b>UTILITIES AND TELECOMMUNICATION FACILITIES</b>										
CMRS facility; building or structure-mounted (see Sec. 18.04.325)				P		P	P	P	P	P
CMRS facility; freestanding (see Sec. 18.04.320)									C	C
CMRS facility; roof mounted (see Sec. 18.04.330)						P	P	P	P	P
CMRS facility; small cell or microcell facility (see Sec. 18.04.360)	P	P	P	P	P	P	P	P	P	P
CMRS facility; small cell network (see Sec. 18.04.360)	P	P	P	P	P	P	P	P	P	P
Essential services	P	P	P	P	P	P	P	P	P	P
Essential services by special review	C	C	C	C	C	C	C	C	C	C
Solar energy system, accessory	A	A	A	A	A	A	A	A	A	A
Solar energy system, large									C	C
Solar energy system, small						C	C	C	P	P
Transit center						P	P	P	P	P
Wind driven generator	C	C	C	C						
<b>OTHER USES</b>										
Accessory uses (see Sec. 18.03.340)	A	A	A	A	A	A	A	A	A	A
Mixed-use						P	C	C		
Sexually-oriented business (see Chapter 5.40)									C	
Temporary use (See Sec. 18.03.350)	T	T	T	T	T	T	T	T	T	T

<p><b>Legend: Zoning District</b></p> <p>LLR: Large Lot Residential District</p> <p>SFD-1: Single Family Detached Low Density District</p> <p>SFD-2: Single Family Detached Medium Density District</p> <p>RA: Residential Attached District</p> <p>MHP: Mobile Home Park District</p> <p>DB: Downtown Business District</p> <p>CC: Commercial Center District</p> <p>BC: Business Campus District</p> <p>LI: Light Industrial District</p> <p>P: Public District</p>	<p><b>Legend: Use Type</b></p> <p>P: Permitted Use</p> <p>C: Conditional Use</p> <p>A: Accessory Use</p> <p>T: Temporary Use</p>
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**18.03.390 Schedule of RP overlay zoning district uses.**

Land Use	PRD-2	PRD-4	PRD-6	PRD-10	PCD	PID	PMD
<b>COMMERCIAL USES</b>							
Bank					P		P
Bar/tavern					P		P
Car wash					P		P
Check-cashing facility					C		
Convenience store					P		P
Drive-through or up service					P		P
Equipment sales and service, light						P	P
Funeral parlor or mortuary					P		P
General retail					P		P
Hotel					P		P
Kennel						P	P
Microbrewery or distillery					C	C	C
Motel					P		P
Office, professional or business					P		P
Pawnshop					C		
Personal service establishment					P		P
Pharmacy					P		P
Restaurant					P		P
Service station					P		P
Shopping center					P		P
Small animal clinic					P		P
Vehicle parking lot					P		P
Vehicle sales and rental					P		P
Vehicle service and repair, heavy					P		P
Vehicle service and repair, light					P		P
Wholesale sales						P	P
<b>INDUSTRIAL USES</b>							
Building materials and lumber sales						P	P
Contractor's shop or storage yard						P	
Equipment sales and service, heavy						P	P
Light manufacturing					P	P	P
Mini-warehouse/self-storage						P	P
Outdoor storage						P	P
Research and development facility					P	P	P
Warehousing and distribution					P		P
<b>INSTITUTIONAL USES</b>							
Assisted living facility or nursing home					P		P

Land Use	PRD-2	PRD-4	PRD-6	PRD-10	PCD	PID	PMD
Child care center, large				P	P	C	P
Child care center, small				P	P	C	P
Clinic					P		P
Club, lodge or service organization					P		
Community facility					P		P
Cultural facility					P		P
Hospital					P		P
Religious assembly	P	P	P	P	P		P
Schools, colleges or universities					P		P
Schools, non-public	P	P	P	P	P	P	P
Schools, proprietary					P		P
Schools, public	P	P	P	P	P	P	P
Urgent care facility					P		P
<b>RECREATIONAL USES</b>							
Community recreational facilities					P		P
Golf course	P	P	P	P	P	P	P
Open space	P	P	P	P	P	P	P
Park	P	P	P	P	P	P	P
Recreation and entertainment, indoor					P		P
Recreation and entertainment, outdoor					P		P
<b>RESIDENTIAL USES</b>							
Accessory dwelling unit	A	A	A	A	A	A	A
Family care home	P	P	P	P			P
Group homes - handicapped/disabled 8 persons or fewer (see Sec. 18.04.130)	P	P	P	P			P
Group homes - handicapped/disabled > 9 persons	C	C	C	C			C
Group homes, other	C	C	C	C			C
Home occupation (see Sec. 18.04.140)	A	A	A	A			A
Live/Work dwelling							P
Manufactured Housing	P	P	P	P			P
Multi-family dwelling				P			P
Single-family dwelling, detached	P	P	P	P			P
Two-family dwelling				P			P
<b>UTILITIES AND TELECOMMUNICATION FACILITIES</b>							
CMRS facility; building or structure-mounted (see Sec. 18.04.325)				P	P	P	P
CMRS facility; freestanding (see Sec. 18.04.320)						C	

Land Use	PRD-2	PRD-4	PRD-6	PRD-10	PCD	PID	PMD
CMRS facility; roof mounted (see Sec. 18.04.330)					P	P	P
CMRS facility; small cell or microcell facility (see Sec. 18.04.360)	P	P	P	P	P	P	P
CMRS facility; small cell network (see Sec. 18.04.360)	P	P	P	P	P	P	P
Essential services	P	P	P	P	P	P	P
Essential services by special review	C	C	C	C	C	C	C
Solar energy system, accessory	A	A	A	A	A	A	A
Solar energy system, large						C	
Solar energy system, small					C	P	C
Transit center					P		P
<b>OTHER USES</b>							
Accessory uses (see Sec. 18.03.340)	A	A	A	A	A	A	A
Mixed-use							P
Temporary use (See Sec. 18.03.350)	T	T	T	T	T	T	T

<p><b>Legend: Regency Park Overlay Zoning District</b></p> <p>PRD-2: Planned Residential District—Estate</p> <p>PRD-4: Planned Residential District—Single-family</p> <p>PRD-6: Planned Residential District—Single-family</p> <p>PRD-10: Planned Residential District—Multiple Family</p> <p>PCD: Planned Commercial Development District</p> <p>PID: Planned Industrial Development District</p> <p>PMD: Planned Multi-Use Development District</p>	<p><b>Legend: Use Type</b></p> <p>P: Permitted Use</p> <p>C: Conditional Use</p> <p>A: Accessory Use</p> <p>T: Temporary Use</p>
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*Article 4*

*Planned Unit Developments*

**18.03.410 Purpose.**

In accordance with Colorado Revised Statutes, 24-67-101, et seq., the Planned Unit Development Act of 1972, the purpose of Planned Unit Development (PUD) zoning is to:

1. Permit diversification of the Town zoning plan or part of the plan without in any way jeopardizing or reducing zoning standards which promote the public safety, convenience, health and general welfare and preserve personal and property rights;
2. Preserve to the greatest extent possible the existing landscape features and amenities and to utilize such features in harmonious fashion;
3. Promote the efficient use of land to facilitate a more economic arrangement of buildings, circulation systems and utilities;
4. Promote creative flexibility in design and permit planned diversification in the location and use of structures;
5. Allow compatible land uses to be developed in accordance with a general development plan which has been designed to be in harmony with surrounding neighborhoods;
6. Combine and coordinate architectural styles, building forms and building relationships within the planned developments;
7. Improve the design, character and quality of new development;
8. Promote the most appropriate use of land;
9. Promote beneficial and economical use of land in the physical and economic development of Monument;
10. Provide for necessary commercial, recreational, employment and educational facilities conveniently located to housing;
11. Provide for well-located, clean, safe and pleasant industrial sites involving a minimum of strain on transportation facilities;
12. Lessen the burden of traffic on streets and highways;
13. Conserve the value of the land.

**18.03.420 Scope and Intent.**

- A. An application for PUD zoning may be made for any lands located within the boundaries of the Town or any lands in the process of being annexed to the Town. Property of any size may be considered for PUD zoning. It is the intent of this Article to permit greater flexibility and innovation in land

development based on a comprehensive, integrated plan. The approach for a specific project will only be approved if it is deemed to be in accord with the Town's Comprehensive Plan and the stated purposes and intent of this Article.

- B. Private clubs or operations for the purpose of the retail sale, delivery, manufacture or consumption of marijuana and/or marijuana-related products, are expressly prohibited in a PUD.
- C. No construction permit shall be issued for construction pursuant to a PUD plan until a final PUD has been approved by the Town. The Town may, however, issue a grading permit after final PUD approval including but not limited to grading needing to be accomplished in conjunction with adjacent public improvements.

#### **18.03.430 Prior approved Planned Developments.**

- A. As of the effective date of this title, there exist certain developments previously approved as Planned Development or Planned Development site plans (“PD’s”) under the regulations previously in effect. These properties are remapped as PUD’s in this title and in the Official Zoning Map adopted contemporaneously herewith. To the extent development of these properties has not taken place, development of the undeveloped portions of such PD’s may be completed in one or more of the options described below:
  - 1. If the property has been platted and at least one certificate of occupancy has been issued, the remainder of the property may be developed pursuant to the terms of the original PD approval.
  - 2. If the property has been platted but no certificate of occupancy has been issued, the property may be developed pursuant to the terms of the original PD approval.
  - 3. If the property has received a final PD approval or a preliminary/final PD approval but has not been platted, the property may be developed pursuant to the terms of the original final PD or preliminary/final PD approval, provided the owner shall be responsible for obtaining approval of a final subdivision plat prior to development.
  - 4. If the property has received a preliminary PD approval but has not been platted, the property may be developed pursuant to the terms of the original preliminary PD approval, provided the owner shall be responsible for obtaining approval of a final PUD and a final subdivision plat prior to development.
  - 5. If the property has received a sketch PD approval but has not been platted, the property may be developed pursuant to the terms of the original sketch PD approval, provided the owner shall be responsible for obtaining approval of a preliminary and a final PUD and a final subdivision plat prior to development.
- B. As an alternative to continuing to proceed with development of the prior PD approval through one of the processes identified in subsection A, to the extent all or a portion of the property is undeveloped, development of the property may be completed or re-entitled in one of the following ways, at the option of the property owner:
  - 1. Apply for rezoning to any zone district, including PUD.

2. Request the existing PD approval be modified by adding and/or subtracting permitted uses, conditional uses, and/or as prohibited (where existing uses would become legal nonconforming if eliminated by such amendment), via a major PUD amendment.
- C. Procedure. To the extent the owner/developer elects to apply for one or more of the changes described in this section, the procedure for application and review of the same shall be as provided in the Review Procedures Chart, Section 18.01.220, Table 1.1.

**18.03.440 General procedure.**

The procedure for the establishment of a PUD is a two-step process, as shown in the Review Procedures Chart, Section 18.01.220, Table 1.1. The first step is a preliminary PUD which must include design guidelines and zoning regulations which constitute the overall zoning and development plan for the entire property. The final step is the approval of one or more final PUD's, which are for individual parcels within the larger preliminary PUD. The Director may approve the submittal of a concurrent preliminary/final PUD application if the application will conform to the approval criteria and is not anticipated to be controversial. Final PUD approval, along with the Town's requirement for subdivision approval, is required prior to construction permit and building permit issuance.

**18.03.450 Preliminary PUD plan.**

- A. The preliminary plan stage is a comprehensive review of the development proposal.
- B. Submittal requirements. Following the preapplication conference, the applicant may submit a preliminary PUD. The format and other requirements for a preliminary PUD are set forth in Appendix One.
- C. Procedure. Review of the preliminary PUD is as set forth in Section 18.01.220, and the Review Procedures Chart, Table 1.1. The Town's review and decision on a preliminary PUD shall be completed within 30 days after completion of the Board of Trustees' hearing, unless the applicant requests an extension or proposes modifications to the application.
- D. Criteria for review. The preliminary PUD must adequately address the following criteria in a manner consistent with the general public interest, health, safety and welfare:
  1. Quality and functionality of open space and parks are appropriate to the site in terms of recreation, views, public access and optimum preservation of natural features including trees, shrubs, wildlife habitat, scenic areas, and riparian and drainage areas in conformance with the Comprehensive Plan and Parks, Trails, and Open Space Master Plan;
  2. Parks and open space dedications, or fees in lieu of dedication, are consistent with the requirements of Article 3 of Chapter 18.02 (Subdivision);
  3. School land dedications, or fees in lieu of dedication, are consistent with the requirements of Article 3 of Chapter 18.02 (Subdivision);
  4. The trail system provides adequate internal circulation and makes appropriate external connections to schools, parks, employment centers, and transit; and trails conform to the Comprehensive Plan and Parks, Trails, and Open Space Master Plan;

5. The project provides a benefit to the Town such as increasing the variety of development to fill a need and/or provide amenities for the benefit of the Town residents;
  6. A variety of development and housing types, styles and densities, are proposed;
  7. An appropriate relationship exists between use areas, both internal and surrounding, with adequate buffer areas provided if warranted;
  8. The circulation system provides adequate capacity, connectivity, and accessibility;
  9. The phasing plan, if any, is appropriate, minimizes unnecessary or premature grading or removal of vegetation, provides access to collector roads, for utility extensions, and adequately addresses other fiscal concerns of the Town;
  10. Water and sewer utility service is physically feasible and economically capable of being connected to the Town system, unless such connection requirement is specifically waived by the Town and there is adequate capacity to serve the development, including that the water supply meets Town standards;
  11. Other required utilities are available, as demonstrated by willing-to-serve letters from all relevant utility providers;
  12. The plan design and density are sensitive to the site's major environmental characteristics including topography, geology, flood plains, view sheds, scenic features, wildlife habitat and vegetation; and
  13. The plan is consistent with Town's Comprehensive Plan.
- E. The preliminary PUD approval shall be valid for one (1) year from the decision date, pursuant to Section 18.01.280. If the final plan is submitted within that time, the preliminary approval expires.

**18.03.460 Final PUD plan.**

- A. The final PUD is the detailed development plan for a property which generally indicates the final planned use of the property, building and parking locations, building elevations, service connections, and final landscape plan and other important site improvements, including but not limited to, grading and erosion control, utilities, and lighting. A PUD-zoned property must obtain final PUD and final plat approval prior to the issuance of a construction permit and a building permit. Following approval of the preliminary PUD, the property owners may submit a final PUD for all or any portion or portions of the general use areas as are then ready for development. If approved by the Director, a combined preliminary/final PUD may be submitted.
- B. Submittal Requirements. Following the preapplication conference, the applicant may submit a final PUD. The format and other requirements for a final PUD are set forth in Appendix One. The final PUD shall substantially conform to the approved preliminary PUD.
- C. Procedure. Review of the final PUD is as set forth in Section 18.01.220, the Review Procedures Chart, Table 1.1. The Town's review and decision on a final PUD shall be completed within thirty (30) days after completion of the Board of Trustees' hearing unless the applicant requests an extension or proposes modifications to the application.

- D. Criteria for review. The final PUD must adequately address the following criteria in a manner consistent with public health, safety and welfare:
1. The final PUD conforms to or is consistent with the preliminary PUD;
  2. Circulation is designed for the type of traffic generated, safety, separation from living areas, convenience, access, handicap access, noise and exhaust control. Though generally discouraged, private internal streets may be considered where appropriate to the development. A proper institutional framework, such as a metropolitan or special district must be established for maintenance thereof for the life of any private streets. All streets shall be accessible by police and fire department and other emergency vehicles for emergency purposes, and to service vehicles such as trash trucks. Bicycle and pedestrian circulation and connections shall be provided;
  3. Functional parks, open space, and trails in terms of recreation, views, density relief, convenience, function, connectivity, and optimum preservation of natural features including trees, shrubs, wildlife habitat, scenic areas and riparian and drainage areas are provided in conformance with the Comprehensive Plan, the Parks, Trails, and Open Space Master Plan, and the Development Standards (Chapter 18.05 of this title);
  4. A variety of development and housing types and styles, and densities are proposed. Mixed land use is encouraged;
  5. Privacy for individuals, families and neighbors is provided as appropriate;
  6. Building design in terms of orientation, spacing, materials, exterior color and texture, storage and lighting result in a quality architectural design that is compatible with the surrounding neighborhood. The placement of identical or similar residential models on any two adjoining lots along a street is discouraged;
  7. The landscaping is a quality design that enhances the site and is compatible with the surrounding neighborhood as shown by amount, types, and materials used. Entrance features are encouraged. The proposed landscaping must not create maintenance problems and shall be suitable for the site and neighborhood including plant hardiness. A xeriscape design that will conserve water is required;
  8. Adequate off-street parking will be provided:
    - a. Particularly for single-family residences in a PUD, required front-yard setbacks should be established and driveways should be arranged so as to provide off-street parking therein without causing parked autos to block sidewalks.
    - b. The Town may increase or decrease the normally required number of off-street parking spaces based on a consideration of the following factors:
      - i. The relationship of the proposed modifications to the stated purposes and intent of the PUD;
      - ii. Probable number of vehicles owned by residents;
      - iii. Parking needs in non-residential areas;

- iv. Varying time period of use, whenever joint use of common parking areas is proposed; and
  - v. Availability and use of alternative transportation methods.
9. The final PUD has been shown to fit within the context of the planned land use pattern and roadway and utility systems of the larger surrounding area.
- E. Satisfaction of conditions; recording.
- 1. Upon approval by the Board of Trustees, the applicant shall have sixty (60) days from the approval date to satisfy any conditions of approval and record the approved final PUD. Any other documents approved in conjunction with the final PUD, e.g., any separate design guidelines or zoning regulations, must be recorded simultaneously. The applicant may request a single sixty (60) day extension of the approval and recordation period prior to the end of the initial sixty (60) day period. Recording fees shall be paid by the applicant.
  - 2. Public Improvement Agreement (PIA). The PIA shall be administratively approved and executed by the applicant and the Town prior to recordation of the final PUD, or final plat, whichever is submitted and approved last. The applicant shall then record the PIA in the office of the El Paso County Clerk and Recorder and file a recorded copy of the PIA with the Town Clerk. Recording fees shall be paid by the applicant.

**18.03.470 PUD amendment.**

- A. Scope. After approval and recordation of the final PUD, the same shall not be modified nor shall any additions be made thereto except in compliance with this section. The Director shall determine whether an amendment request shall be considered a minor administrative amendment, or major amendment based on the criteria established in this section. If the approved planned development contains language which prohibits administratively processed amendments, then a major amendment to the approved plans will be required.
- B. Major amendments/rezoning requests. All amendments to a final PUD which do not qualify as a minor amendment under subsection C below are major amendments, are subject to the submission requirements for a PUD application and are reviewed as provided in Section 18.01.220, the Review Procedures Chart, Table 1.1, and subject to the public hearing notice requirements of Section 18.01.260. The Director may waive submission requirements not deemed necessary for a proper review of the application.
- C. Minor amendment requests. Minor amendments to a final PUD may be approved administratively by the Director. The applicant shall submit a revised final PUD that meets submittal requirements in Appendix One, and the review and approval criteria for the relevant type of application. The applicant shall document in writing that such amendment qualifies as a minor amendment and shall submit a revised final PUD titled as to the number and type of administrative amendment from the original PUD. To qualify as a minor amendment, the application must meet all of the following criteria, if applicable:
  - 3. Density. The density of any permitted use area shall not be increased administratively, except:
    - a. Where a density transfer between use areas involves no more than a twenty (20) percent increase in density in any use area, and

- b. There is no change in dwelling type, e.g., single-family detached to multifamily.
4. Building Location. The change(s), modification(s), or adjustment(s) shall not impact more than twenty (20) percent of any building footprint.
5. Setbacks. A decrease of the required setback when such decrease is no more than a ten (10) percent change to the originally approved setback is permitted (e.g., a ten (10) percent decrease of a setback of thirty (30) feet is three feet resulting in a new setback of twenty-seven (27) feet).
6. Minimum Lot Size. A decrease of the minimum lot size is allowed when such decrease is no more than a ten (10) percent change to the originally approved minimum lot size. (i.e., a ten (10) percent decrease of a ten thousand (10,000) square foot lot is one thousand (1,000) square feet resulting in a new minimum lot size of nine thousand (9,000) square feet). Reductions in minimum lot size may not result in an increase in the overall density approved as part of the final PUD.
7. Decreased Number of Dwelling Units. A decrease of the number of dwelling units in a use area of up to twenty (20) percent, with no change in dwelling type, is allowed.
8. Text Changes. Non-substantial changes to the text of an approved final PUD, as determined by the Director to add clarity, are allowed when such changes do not change standards or commitments.
9. Street alignment. Minor changes to the alignment of an arterial or collector roadway as shown on a final PUD is allowed if warranted due to engineering considerations.
10. Curb Cuts/Access Points. The location of curb cuts/access points may be adjusted through the administrative amendment process when minor in nature and if justified from an engineering perspective.
11. Off-Street Parking. Changes affecting off-street parking spaces are allowed if the change does not result in more than a ten (10) percent increase or decrease to the required or approved number of parking spaces.
12. Sidewalks, Pedestrian Trails and Bike Trails. Minor alignment and design changes to sidewalks and trails are allowed. Elimination of sidewalks and trails may not be approved administratively.
13. Finished Grade and Drainage System. Changes to the proposed finished grade affecting less than ten (10) percent of the site and not resulting in significant changes to the site drainage system are allowed.
14. Open Space Configuration. Minor changes in the configuration of open space areas, parks, and/or trails public or private are allowed. Reduction in the amount of open space, parks, and/or trails provided may not be approved administratively. Enlargements of planned open space areas, parks, and/or trails may, however, be considered administratively.
15. Use Area Boundary. Use area boundaries may be adjusted when no more than ten (10) percent of the acreage of any planning area is affected, where density is not increased, where open space is not reduced, and where such does not involve an inclusion or exclusion of land from the overall PUD.
16. Architectural Features and Treatments. The Director shall have the authority to determine if the minor amendment is in keeping with the intent and overall design of the approved PUD, and that it does not change approved development standards. Minor amendment requests can include, but are not limited to, changes in color, materials, and architectural treatments.
17. The Director shall not have the authority to approve plans which are changed, modified or adjusted in such a manner that they increase density beyond the limits noted in this subsection,

decrease total dedication lands or open space, include additional land, add permitted uses, or repeal any specific conditions imposed on the plan by the Board of Trustees.

D. Minor amendment review process.

1. Review of the minor amendment application shall be as set forth in Section 18.01.220, the Review Procedures Chart, Table 1.1.
2. Minor amendments to a PUD that are administratively approved do not require public notice, provided, however, if any portion of the PUD has been platted and one or more lots conveyed to an end user, notice of the proposed amendment shall also be given to all such owners.
3. Town staff may refer the request for minor amendment to the appropriate departments and referral agencies for their written recommendations.
4. Upon receipt of comments, the Director may approve a minor amendment to an approved plan and document which shall be duly recorded with the El Paso County Clerk and Recorder's Office by the applicant at the applicant's expense. A copy of the minor amendment approval letter shall be kept on file.
5. Should the minor amendment be denied, the applicant has the option to either:
  - a. Withdraw the request fully;
  - b. Modify the request and resubmit for review;
  - c. Appeal the decision to the Board of Trustees; or
  - d. Submit the request as a major amendment.

## Chapter 18.04: Supplemental Use Standards

### SECTIONS:

#### *Article 1*

#### *Supplementary Uses*

- 18.04.110** General performance standards
- 18.04.120** Bed and Breakfast Inns
- 18.04.130** Group homes
- 18.04.140** Home occupations
- 18.04.150** Industrial uses
- 18.04.160** Mobile home parks

#### *Article 2*

#### *Marijuana*

- 18.04.210** Commercial production, distribution, sale and delivery prohibited
- 18.04.220** Medical marijuana dispensaries permitted; restrictions
- 18.04.230** Personal cultivation permitted; restrictions

#### *Article 3*

#### *Wireless Telecommunications*

- 18.04.305** Purpose
- 18.04.310** Types of CMRS facilities
- 18.04.315** Requirements for all CMRS facilities
- 18.04.320** Freestanding CMRS facilities
- 18.04.325** Building mounted CMRS facilities
- 18.04.330** Roof mounted CMRS facilities
- 18.04.335** Standards for ground mounted accessory equipment
- 18.04.340** Collocation
- 18.04.345** Review procedures
- 18.04.350** Eligible telecommunication facility request
- 18.04.355** Review deadlines
- 18.04.360** Standards for small cell facilities and networks
- 18.04.365** Discontinuance and abandonment
- 18.04.370** Satellite dishes and amateur radio antennas

*Article 1*

*Supplementary Uses*

**18.04.110 General performance standards.**

- A. Every use shall be so operated that it does not emit any obnoxious or dangerous degree of heat, glare, radiation, fumes, smoke, odors, dust, noise or other objectionable influences beyond any boundary line of the site on which the use is located, in conformance with this title and Chapter 8.20 "Noise Control." For industrial uses, see Section 18.04.150 C.
- B. No manufacturing operation or industrial use shall create substantial amounts of offensive, vibration, smoke, dust, or other objectionable influences. See also Section 18.04.150 C.
- C. All applicable environmental standards of the state of Colorado or the United States government shall be complied with at all times.
- D. Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs, in the manner required to protect the health and safety of users, occupants, and the general public. The property shall be deemed substandard when it displays evidence of a substantial number of dilapidated conditions.
- E. No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off the lot by natural causes or forces.
  - 1. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.
  - 2. Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored only in closed containers in required enclosures.

**18.04.120 Bed and Breakfast Inns.**

A Bed and Breakfast Inn is subject to the following conditions:

- 1. A Bed and Breakfast Inn shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character thereof.
- 2. A Bed and Breakfast Inn shall contain no more than five (5) bedrooms for rent.
- 3. An owner or manager responsible for the day-to-day operation of a Bed and Breakfast Inn must reside within the establishment or in a structure adjacent to and on the same property as the Bed and Breakfast Inn.
- 4. All parking for guests and employees of the Bed and Breakfast Inn must be off-street type parking in a maintained parking area, in accordance with the parking standards in Chapter 5, Article 2 of this title.
- 5. A Bed and Breakfast Inn shall screen trash removal receptacles from public view.
- 6. A Bed and Breakfast Inn shall comply with all regulations and ordinances of the Town, and all laws and regulations of the State. If complaints are lodged against the Bed and Breakfast Inn for noise or other impacts to the neighborhood, the Town reserves the right to review such complaints and to take

whatever action is deemed necessary, including but not limited to the revocation of the business license of the Bed and Breakfast Inn, in order to eliminate the impact to the neighborhood.

**18.04.130 Group homes - handicapped or disabled residents.**

- A. Number of Persons Permitted. A group home with no more than eight (8) handicapped or disabled residents, as defined in Section 18.07.110, is a permitted use in the zone districts as indicated in Section 18.03.460. Additional necessary persons required for the care and supervision of the permitted number of handicapped or disabled persons are allowed. Group homes with more than eight (8) handicapped or disabled residents shall be reviewed as a conditional use and processed as an application for a reasonable accommodation under the requirements and standards of the Fair Housing Amendments Act (FHAA), specifically, 42 U.S.C. 3604(f)(3)(B). A group home shall not include any person required to register as a sex offender pursuant to C.R.S. § 18-3-412.5, as amended, unless related to other persons in the group home by blood, marriage or adoption or in foster care.
- B. Compliance with State and Local Requirements.
  - 1. The group home shall maintain compliance with applicable building codes, fire codes, and health codes based upon the occupancy classification and number of residents and necessary persons for care of the residents.
  - 2. The group home shall comply with the parking standards of this title. All commercial components, such as parking lots and playgrounds, shall be screened and buffered from neighboring residences and uses.
  - 3. Copies of any applicable current state or local certifications, licenses or permits for the group home shall be maintained on the premises.
- C. Compliance with Federal Requirements. A group home for handicapped or disabled persons shall quarterly, and otherwise upon request by the Director, provide evidence and/or demonstrate that the residents in the group home are handicapped or disabled individuals and entitled to protection under the FHAA, Americans with Disabilities Act (ADA), or the federal Rehabilitation Act.
- D. Meetings and Gatherings. Meetings or gatherings on-site at a group home for handicapped or disabled persons that are consistent with a normal residential family setting are allowed and shall only be for residents, family of residents, and necessary persons required for the support, care and supervision of the handicapped or disabled persons. This does not permit conducting ministerial activities of any private or public organization or agency or permit types of treatment activities or the rendering of services in a manner substantially inconsistent with the activities otherwise permitted in the particular zoning district. See, C.R.S. § 31-23-303(2) (c).

**18.04.140 Home occupations.**

- A. Purpose. The purpose of the provisions of this section is to ensure that a home occupation or home business conducted within a dwelling unit located in a residential zoning district is incidental to or secondary to the residential use, is compatible with the character of the neighborhood and is conducted such that there are no negative impacts to the neighboring residents.
- B. Intent. It is the intent of this section to permit only those home occupations that do not adversely affect the residential character and quality of the neighborhood and the premises on which the home occupation is located. It is the further intent of this section to limit the types of business that will be

allowed as home occupations, because locating certain businesses within residential neighborhoods can have adverse effects upon the residential character and quality of the neighborhoods in which they are located.

C. General limitations. All home occupations are subject to the following conditions:

1. Such use is conducted entirely within a principal or accessory building.
2. Such use is clearly incidental and secondary to the residential use of the dwelling and does not change the residential character thereof.
3. The total area used for the home occupation shall not exceed more than forty percent (40%) of the combined total floor area of the dwelling unit and any accessory buildings, including but not limited to the basement, garage and upper floors of the dwelling unit.
4. There is no change in the outside appearance of the dwelling unit or lot indicating the conduct of such home occupation, except for: outdoor playgrounds and activities associated with a state licensed child care home. No signs are permitted, apart from those permitted in Chapter 6 of this title.
5. There is no sale of materials or supplies permitted, except: incidental retail sales; or catalogue, mail order and internet sales with pickup/delivery of products off the premises.
6. There is no exterior storage of material or equipment used as part of the home occupation.
7. No equipment, process, or activity of such home occupation creates any glare, fumes, odors, noise, light, vibration, heat, or electrical interference or other objectionable or hazardous condition greater than that usually associated with residential uses detectable to the normal sense at the boundary of the lot or outside the dwelling unit if conducted in an attached dwelling unit.
8. No traffic is generated by such home occupation in a volume that would create a need for parking greater than that which can be accommodated on the site or which is inconsistent with the normal parking usage or appearance of the district. Deliveries are limited to normal daily deliveries by public and private mail carriers.
9. The hours of operation during which clients or customers are allowed to come to the home in connection with the business activity are limited to between 8:00 a.m. and 8:00 p.m., except that child care hours shall be between 6:00 a.m. and 8:00 p.m.
10. Such use shall comply with all applicable provisions of the Municipal Code, including this title, the building code, fire code, health regulations, or any other local, state, or federal regulation. The permission granted or implied by this section shall not be construed as an exemption from such regulation.

D. Prohibited Home Occupations. The following uses are not permitted as home occupations:

1. Veterinary offices or clinics, animal hospitals or kennels;
2. Equipment rental;

3. Medical or dental clinics;
  4. Repair or painting of automobiles, motorcycles, trailers, boats, or other vehicles;
  5. Restaurants;
  6. Dispatching of vehicles to and from residential premises (e.g., taxi services or towing services);  
and
  7. Sexually-oriented businesses.
- E. Types. The Director shall determine whether any proposed home occupation is eligible for approval as a Class I or Class II home occupation.
1. A Class I Home Occupation is a home occupation that can be approved administratively as a permitted accessory use. The Director shall have the authority to approve a Class I Home Occupation that complies with the criteria herein and may require conditions of approval in order for the home occupation to comply with the standards of this section and/or other applicable codes.
  2. A Class II Home Occupation allows for a wider range of activities than a Class I Home Occupation. A Class II Home Occupation requires approval as a conditional use in accordance with Section 18.03.320 of this title.
- F. Class I Home Occupation. In addition to the limitations listed in subsection C and D above, a Class I Home Occupation is subject to the following conditions and limitations:
1. Only persons who reside on the premises may be involved in the conduct of the home occupation.
  2. No commercial vehicle shall be used in conjunction with the home occupation.
  3. No more than one client, customer, or student shall receive services or instruction at a time.
  4. The following additional uses are not permitted: beauty and hair salons; repair of large appliances (e.g., stoves, refrigerators, washers, and dryers); repair of power equipment (e.g., lawn mowers, snow blowers, chain saws, string trimmers, and the like); welding or metal fabrication shops.
- G. Class II Home Occupation In addition to the limitations listed in subsection C and D above, a Class II Home Occupation is subject to the following conditions and limitations:
1. The home occupation employs not more than one person who works at the subject property but does not live on the subject property.
  2. No more than one commercial vehicle that is stored or parked on the subject property shall be used in conjunction with the home occupation. No semi trucks or tractor trailers are permitted.

3. The addition of a secondary entrance to the home shall be the only permitted exterior alteration to accommodate the home occupation.
  4. No more than four clients, customers, or students shall receive services or instruction at a time. Barber and beauty shops shall have no more than two stations.
  5. Professional offices providing services not generating any medical or dental waste, including, but not limited to psychologist, chiropractor, or massage therapist may be permitted if the business complies with all standards herein and all applicable codes.
- H. Annual Inspection and Compliance. All home occupations may be subject to an annual inspection to determine compliance with the applicable home occupation criteria, any conditions of approval, and all applicable municipal, state and federal regulations.
1. If the home occupation passes the inspection, the home occupation license shall be renewed for a one-year period.
  2. An inspection of the home occupation shall also be performed for any legitimate complaint received against the home occupation.
  3. If violations are found after any inspection, the Director shall determine the nature of any violation(s) and whether the violation(s) can be corrected. If the Director determines the violation can be corrected, the operator shall have thirty (30) days to correct the violation. The Director may approve an alternate schedule for correction of the violation, depending on the nature of the violation.
  4. If it is determined by the Director that the home occupation cannot correct the violation or otherwise cannot comply with the approval criteria herein, the Director may revoke the home occupation license and the operator may not reapply for a one-year period from the date of revocation.
  5. Any person aggrieved by a decision of the Director pursuant to this subsection H may appeal that decision to the Planning Commission under the following procedure:
    - a. The appeal must be made in writing and filed within thirty (30) days of the decision being appealed.
    - b. The Planning Commission shall consider the appeal at a public meeting held within thirty (30) days of receipt of the written appeal.
    - c. The Planning Commission shall approve, approve with conditions, or deny the appeal.
    - d. The decision of the Planning Commission shall be the final decision of the Town on the matter, appealable only to the district court.

#### **18.04.150 Industrial uses.**

##### **A. Site Features.**

1. **Adjacency.** The structure containing the industrial use shall be located a minimum of five hundred (500) feet from the boundary of any residential zone district.
2. **Traffic.** Traffic generated by the industrial use shall not impact nearby residential streets.
3. **Buffer.** A minimum fifty (50) foot wide landscape buffer shall be provided along any property line where an industrial use is adjacent to a less intense use or zone district. If an industrial use has already been established, then a buffer shall be provided within the new less intense development.
4. **Screening.** A fence, wall, hedge, landscaping, earth berm, natural buffer area, or any combination thereof shall be provided to obscure an industrial use. Minimum height of screening shall be six (6) feet at the time the screen is installed. The following specific uses or features in any industrial zone district shall be screened so as to not be visible from adjacent property or from public right-of-way:
  - a. Dumpster or trash-handling areas;
  - b. Service entrances and utility facilities;
  - c. Loading docks or spaces;
  - d. Storage, material stocks, and equipment; and
  - e. Outdoor freezers
5. **Screening - Trees.** For every twenty-five (25) linear feet of property line where screening is required, an evergreen tree meeting the standards of these regulations shall be planted and maintained.
6. **Enclosure.** Every industrial use, unless expressly exempted by the Board of Trustees, shall be operated in its entirety within a completely enclosed structure.
  - a. Screening of large commercial vehicles such as trash collection trucks, etc. from the public right-of-way and any surrounding residential properties is required.
  - b. Outdoor storage shall be behind any building setback line, screened from view from adjacent properties and abutting streets.
7. **Prevention of Road Damage.** Roads serving heavy industrial uses shall be designed and built to support the maximum axle weight for vehicles serving the property on a recurring basis. New industrial uses with heavy vehicles may be required to upgrade the street they are located on to accommodate heavy vehicles.

##### **B. Building Features.**

1. **Metal Buildings.** Metal buildings shall be permitted on an industrial site, provided however, that such buildings shall be restricted pursuant to protective covenants which developer agrees to impose prior to the final platting of any portion of the industrial use area. Such covenants shall

contain certain specific requirements providing that the exterior treatment of such buildings shall be subject to the review and approval of the architectural control committee or other committee established pursuant to said covenants for the purpose of improvement review.

2. Roof-Top Mechanical Equipment and Other Special Equipment. All roof-top mechanical equipment with the exception of solar energy devices shall be screened from view by the use of compatible and appropriate materials.
  - a. Roof top screening will only be required to screen equipment from views at the finished grade of the developed building site, or the equivalent grade on the adjacent portion of contiguous building sites.
  - b. Where roof-top mechanical equipment cannot be adequately screened because of elevation changes or higher buildings in the vicinity then screening accompanied by compatible painting of equipment is permissible.

C. External Effects.

1. Safety. No industrial use shall create any danger to safety in any area of the Town.
2. Noise. Noise generated on the property shall not exceed eighty (80) dB between 6:00 a.m. and 6:00 p.m. and seventy-five (75) dB between 6:00 p.m. and 6:00 a.m. Noise generated on the property shall not exceed the above levels at the perimeter of the property.
3. Vibration.
  - a. Every industrial use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point of any boundary line of the zone lot on which the use is located.
  - b. The owner of an industrial use regularly emitting vibrations shall be required to submit an annual report from a qualified professional documenting compliance with the standards in subsection c below. The Town may request additional reports if there is a complaint and/or evidence to suggest that vibrations being emitted may be exceeding the standards. Exceptions: (1) Vibrations from temporary construction, (2) Vehicles in an adjoining right-of-way.

c. Maximum permitted steady state and impact vibration displacements:

Frequency (Cycles per Second)	Vibration Displacement in Inches	
	Steady State	Impact
Under 10	.0055	.0010
10—19	.0044	.0008
20—29	.0033	.0006
30—39	.0002	.0004
40 and over	.0001	.0002

4. Material Handling and Waste Disposal. No materials or wastes shall be deposited upon a property in such form or manner that they may be transferred off the property by natural causes or forces.
5. Radioactivity. The airborne emission of radioactive material shall comply with the latest provisions of the State of Colorado rules and regulations pertaining to radiation control.
6. Prevention of Water Pollution. All industrial uses shall comply with all applicable federal, state and local laws, orders and regulations concerning the prevention and abatement of water pollution. An industrial use will be conducted by methods that will prevent entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes into streams, flowing or dry water courses, and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts and thermal pollution. Wastewater shall not enter streams, water courses or other surface waters.
7. Abatement of Air Pollution. The industrial use shall comply with all applicable federal, state and local regulations concerning the prevention and control of air pollution. In conduct of construction activities and operation of equipment, the industrial use will incorporate such practicable methods and devices as are available to control, prevent and otherwise reduce atmospheric emissions or discharges of air contaminants. The emission of dust into the atmosphere will not be permitted. The industrial use shall incorporate such methods and equipment as are necessary for the collection and disposal or prevention of dust during operations.
8. Carcinogens. Use of carcinogens in the manufacturing or distribution process is prohibited. Carcinogens shall be defined as agents determined by the federal or state government to be cancer-causing and which agents have been banned by either the federal or state government. The Board of Trustees may also consider whether or not it is in the health, safety and welfare of the residents of the Town of Monument if the applicant is using carcinogenic materials in the

manufacturing or distribution process which have been found in laboratory research to produce cancer in human beings.

9. Smoke Emissions. No person shall emit or cause to be emitted into the atmosphere from any air contamination source of emission whatsoever any air contaminant which is of such a shade or density as to obscure an observer's vision to a degree in excess of twenty (20) percent opacity.
10. Odors. It is a violation if odors are detected after the odorous air has been diluted with seven or more volumes of odor-free air.
11. Other Emissions. Emissions of electromagnetic radiation, heat or glare shall in no case endanger human health, cause damage to vegetation on property, interfere with the normal operation of equipment or instruments, or interfere with the reasonable use and enjoyment of property located outside the lot on which a use is operated.

#### **18.04.160 Mobile home parks.**

A mobile home park shall conform to the following development standards:

1. Location. The mobile home park shall be located on a well-drained site, and shall be located so that its drainage will not constitute an unreasonable hazard or nuisance to persons, property, or water supply in the immediate vicinity of the site. The site shall be made free from marshes, swamps, or other potential breeding places for insects or rodents. Mobile home park sites shall not be subject to undue flooding, fire or safety hazards, and shall not be exposed to nuisances, such as undue noise, smoke, fumes or odors. The topography of the site should be favorable to minimum grading, mobile home placement and ease of maintenance. Initial site grades shall not exceed eight (8) percent.
2. Site Design. The site design shall provide for a desirable residential environment for mobile home residents which is an asset to the community and the neighborhood in which it is located. Site planning and improvements shall provide facilities and amenities which are appropriate to the needs of the residents; safe, comfortable and sanitary use by the residents under all weather conditions; and practical and efficient operation and maintenance of facilities at reasonable costs. Innovative and imaginative design shall be encouraged.
3. Size. The mobile home park site shall contain a minimum of ten (10) acres of land.
4. Density. Gross density on a mobile home site shall not exceed six (6) units per acre.
5. Recreation Area. Not less than ten (10) percent of the gross site area shall be reserved for and devoted to recreational areas and facilities. Such areas and facilities shall be provided in a location or locations convenient to all mobile home spaces. Recreation areas may include space for community use buildings, indoor recreation facilities, and outdoor recreation activities.
6. Mobile Home Spaces. Each mobile home space shall have a minimum area of four thousand (4,000) square feet and a minimum width of forty (40) feet, and be adequate to provide for:
  - a. A minimum of twenty (20) feet between mobile homes.
  - b. A minimum of ten (10) feet from any point on the mobile home to each boundary of the mobile home space upon which a mobile home is situated. An accessory structure which has a horizontal area exceeding twenty-five (25) square feet and is attached to a mobile home shall, for the purposes of all separation requirements, be considered to be part of the mobile home.

- c. An outdoor living and service area on the mobile home space of not less than three hundred (300) square feet. Such area may include paved patio areas. In determining the required yard and space areas, the use of double-wide mobile homes and accessory structures shall be taken into consideration. The area required for mobile home space shall not include additional area required by this chapter for access roads, storage areas, service buildings, recreation areas, office and similar mobile park needs.
  - d. Paved driveways, the minimum width of which shall be ten (10) feet, shall be provided where necessary for convenient access to the mobile home space.
- 7. Setbacks. Mobile homes shall be located at least thirty (30) feet from any park boundary line abutting upon a public street or highway, and at least fifteen (15) feet from other park property boundary lines.
- 8. Screening. All mobile home parks adjacent to other residential uses, or to commercial or industrial uses, shall be provided with screening such as landscape buffers along the property boundary separating the mobile home park from such adjacent land uses.
- 9. Windbreaks. Where any mobile home park is located on flat open land, without natural barriers (such as hills, bluffs or large stands of trees) to strong winds, windbreaks shall be required to protect mobile homes from the effects of such winds. Windbreak design and location shall be relative to known wind velocities and direction and to the existing and proposed topography and vegetation, and shall be subject to landscape review and approval by the Director. One (1) or more of the following techniques shall be used in providing windbreak screening:
  - a. Landscape Buffering. A combination of trees and understory shrubs of dense deciduous or evergreen plant material, with mature shrub heights ranging from four (4) to twelve (12) feet; or clustered or row-planted trees and/or shrub hedging;
  - b. Earth berms, in combination with landscape buffering; and
  - c. Fencing. Opaque (eighty-five percent (85%) or more opacity) wood or masonry screening. Fencing, whether for screening or for windbreak purposes, shall comply with Section 18.04.330 and any building code requirements.
- 10. Soil and Ground Cover Requirements. Exposed ground surfaces in all parts of a mobile home park shall be paved, covered with stone screenings or other solid material, landscaped or otherwise protected with a vegetative growth that is capable of preventing soil erosion and of eliminating objectionable dust.
- 11. Roads. A mobile home park site shall have a minimum of two (2) access connections to a public street, and internal private access roads shall be provided to each mobile home space.
  - a. All roads and access ways providing ingress to and egress from the mobile home park and circulation within the mobile home park shall be designed and constructed in accordance with Town engineering standards.
    - i. Access roads shall connect to a dedicated public right-of-way not less than fifty (50) feet in width, and which shall be hard surfaced.
    - ii. Access roads connecting to a public street shall be not less than forty (40) feet wide from flow line to flow line.

- iii. The minimum width for internal access roads shall be twenty-eight (28) feet for one-way streets and thirty-six (36) feet for two-way streets. On-street parking shall be allowed.
  - iv. Grades of all roads shall be sufficient to ensure adequate surface drainage, but shall be not more than eight percent.
  - v. All roads shall be paved with asphalt or concrete.
  - vi. All roads shall be improved to the required standards prior to occupation of the mobile home spaces by mobile homes.
- b. All mobile home units and accessory buildings or uses shall face upon and take access from an interior roadway.
12. Walkways and Lighting.
- a. Paved walkways at minimum of four (4) feet wide shall be provided from all mobile home spaces to service buildings and other community areas, and along all access roads.
  - b. Paved walkways shall be lighted at night in accordance with Chapter 5, Article 3 of this title.
13. Storage Areas. Storage areas for boats, boat trailers, travel trailers, tent trailers, horse trailers, and detachable pickup campers shall be provided within the mobile home park in an amount equal to one hundred (100) square feet per mobile home space. Such areas shall be screened from adjacent residential properties and public streets by means of opaque fencing or landscaping.
14. Off-street parking. Off-street parking for each mobile home space and mobile home facilities shall be provided as required by Chapter 5, Article 2 of this title.
15. Refuse Disposal.
- a. The storage, collection and disposal of refuse in the mobile home park shall be so conducted as to create no health hazards, rodent harborage, insect breeding areas, accidents, fire hazards, air pollution, or other nuisance conditions.
  - b. All refuse shall be stored in closed containers, which shall be located no more than one hundred fifty (150) feet from any mobile home space.
    - i. Containers shall be provided in sufficient number and capacity to properly store all refuse.
    - ii. Refuse collection stands shall be provided for all refuse containers. Such container stands shall be so designed as to prevent containers from being tipped, to minimize spillage and container deterioration and to facilitate cleaning around them.
  - c. All refuse shall be collected at regular intervals.
16. Tiedowns. The area of the mobile home stand shall be improved to provide an adequate foundation for the placement, blocking, tie-down and anchoring of the mobile home, thereby securing the superstructure against uplift, sliding, rotation and overturning.

- a. The mobile home stand shall not heave, shift or settle unevenly under the weight of the mobile home due to frost action, inadequate drainage, vibration or other forces acting on the superstructure.
  - b. All mobile homes must have secure tie-downs for wind and storm protection. The method and materials for tie-down pads and for securing the mobile homes to the tie-down pads must be designed by a professional engineer registered in Colorado both for typical tie-downs and for each individual space as it is shown on the proposed final site plan.
  - c. Wheels may be removed from mobile homes, but running gear may be removed only for a reasonable period of time for repair purposes.
  - d. All mobile homes shall have skirting of a rigid material. Such skirting shall not attach the mobile home permanently to the ground, provide a harborage for rodents, or create a fire hazard.
17. Additions. No permanent addition of any kind shall be built onto, nor become part of, any mobile home.
18. Electrical Regulations. Every mobile home and service building in a mobile home park shall be provided with electrical service properly installed and maintained in a safe condition.
- a. All electrical lines within the mobile home park shall be placed underground.
  - b. All lines and service to individual mobile home lots shall meet National Electrical Code specification.
19. Fuel supply. Natural gas and liquefied petroleum gas shall be properly installed and maintained in a safe, operable condition. The fuel supply system shall be designed to provide a sufficient quantity of fuel to each mobile home and service building.
- a. Where the mobile home park is connected to a natural gas supply, a readily accessible and identified shutoff valve controlling the flow of the gas to the entire gas piping system shall be installed near to the point of connection to the service piping.
  - b. Each mobile home space shall have an approved gas shutoff valve installed upstream of the mobile home gas outlet and located on the outlet riser at a height of not less than four inches above grade. Such valve shall not be located under any mobile home. Whenever the mobile home space outlet is not in use, the outlet shall be equipped with an approved cap or plug to prevent accidental discharge of gas.
  - c. Approved flexible connections shall be installed between the gas meter and the gas piping serving the mobile home.
  - d. Liquefied Petroleum Gas. Mobile homes using liquefied petroleum gas for cooking and heating units shall comply with applicable laws and regulations pertaining to liquefied petroleum gases.
  - e. Systems shall have at least one accessible means for shutting off gas.
  - f. Such means shall be located outside the mobile home and shall be maintained in effective operating condition.

- g. Fuel Storage and Piping.
  - h. All piping from outside fuel storage tanks and cylinders to heating units in mobile homes shall be of standard weight wrought iron or steel pipe, or brass or copper pipe of iron pipe size, and shall be permanently installed and securely fastened in place.
  - i. All fuel storage tanks or cylinders shall be securely fastened in place and shall not be located inside or beneath the mobile home or less than five (5) feet from any mobile home exit.
  - j. Oil storage shall be permitted in tanks or containers, not exceeding one hundred twenty (120) gallons in capacity, mounted on an incombustible frame at the rear of the mobile home.
  - k. Such oil storage containers shall be vented and provided with a stopcock on the fuel line just before it enters the mobile home.
20. Fire Protection. Mobile home parks shall, at all times, be in conformance with the provisions of the International Fire Code as adopted by the Tri-Lakes Monument Fire Protection District.
21. Emergency Sanitation Facilities. Every mobile home park shall be provided with emergency sanitary facilities in a service building or office building. Such emergency facilities shall be located in a building which is accessible to all mobile homes within the park. Minimum facilities shall be one flush toilet and one lavatory.

*Article 2*

*Marijuana*

**18.04.210 Commercial production, distribution, sale and delivery prohibited.**

A. Intent, Authority and Applicability.

1. Intent. It is the intent of this Article to prohibit certain land uses related to marijuana for personal use in the Town, and in furtherance of its intent, the Board of Trustees makes the following findings:
  - a. Article XVIII, § 16 of the Colorado Constitution specifically authorizes a municipality "to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores through the enactment of an ordinance."
  - b. Based on careful consideration of Article XVIII, § 16 of the Colorado Constitution, and the potential secondary effects of the cultivation and dispensing of marijuana for recreational use, and the retail sale, distribution and manufacturing of marijuana for recreational use or marijuana-infused products, such land uses have an adverse effect on the health, safety and welfare of the Town and its inhabitants.
2. Authority. The Town's authority to adopt this Article is found in: Article XVIII, § 16 of the Colorado Constitution, the Local Government Land Use Control Enabling Act, C.R.S. § 29-20-101, C.R.S. § 31-23-101 (municipal police powers); and C.R.S. § 31-15-501 (municipal authority to regulate businesses).
3. Applicability. This section shall apply to all property within the Town.

B. Uses Prohibited.

1. It is unlawful for any person to operate a marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, marijuana delivery service, or retail marijuana store within the Town.
2. It is unlawful to grow marijuana for personal use anywhere in the Town other than an enclosed, locked space which is not open or public. "Enclosed" means having a roof and all sides closed to the weather with walls, windows, or doors.
3. It is unlawful to make marijuana grown for recreational use available for sale in any manner.
4. It is unlawful for any person to operate any marijuana tasting room, hospitality establishment or delivery service within the Town.

**18.04.220 Medical marijuana dispensaries permitted; restrictions.**

Medical marijuana dispensaries shall meet the following requirements:

1. Location. No medical marijuana dispensary shall be located within one thousand (1,000) feet of the following:

- a. The exterior boundary of any residential zone district;
  - b. The exterior boundary of any existing or occupied mobile home;
  - c. The exterior boundary of any lot on which there is located a single-family or multifamily residence, whether located within or outside of the Town;
  - d. Any church or religious institution;
  - e. Any educational institution or school, either public or private;
  - f. Any licensed child care facility;
  - g. Any alcohol or drug rehabilitation facility;
  - h. Any public community center, park, designated recreation trail, library, fairground, hotel, or recreation center, or any publicly owned or maintained building open for use to the general public;
  - i. Any existing medical marijuana business whether such business is located within or outside of the Town; or
  - j. Any halfway house or correctional facility.
2. Advertisements. Advertisements, signs, displays or other promotional material depicting medical marijuana uses or symbols shall not be shown or exhibited off the premises or in any manner which is visible to the public, from roadways, pedestrian sidewalks or walkways, or from other public areas. No signage associated with a medical marijuana dispensary shall use the word "marijuana", "cannabis," or any other word or phrase commonly understood to refer to marijuana unless such word or phrase is immediately preceded by the word "medical".
  3. Indoor Use. All business related to medical marijuana shall be conducted indoors, and all building openings, entries, and windows shall be located, covered, or screened in such a manner as to prevent a view into the interior; and for new construction, the building shall be constructed so as to prevent any possibility of viewing the interior from the exterior of such structure.
  4. Security. Medical marijuana dispensaries shall provide adequate security on the premises. At a minimum, such security shall include:
    - a. Security surveillance cameras installed to monitor the main entrance and the exterior of the premises to discourage and to facilitate the reporting of criminal acts as well as nuisance activities. Security video shall be preserved for at least seventy-two (72) hours.
    - b. Robbery and burglary alarm systems which are professionally monitored and maintained in good working condition.
  5. Additional Limitations. Medical marijuana dispensaries shall be subject to the following additional requirements:
    - a. The business may only be open for the sale of medical marijuana during the hours of 9:00 a.m. to 7:00 p.m.

- b. No on-site consumption of marijuana is allowed.
  - c. No on-site cultivation of marijuana is allowed.
  - d. All dispensaries shall be equipped with a secure safe that is utilized for the purposes of storing marijuana when the business is not open.
  - e. A business license is required.
  - f. No mobile structure may be used to dispense medical marijuana.
  - g. No alcohol sales or consumption shall be permitted on site.
  - h. No sales of drug paraphernalia shall be permitted on site.
6. Application. Prior to the establishment of any medical marijuana dispensary, each of the following requirements shall be met:
- a. A business plan must be submitted for the dispensary to ensure compliance with the Town Code. The business plan must contain the following items:
    - i. All items required for a conditional use application;
    - ii. A description of the security provisions and systems;
    - iii. Hours of operation;
    - iv. Number of employees;
    - v. A description of the ventilation system for the premises.
  - b. Criminal background check. No approval will be issued to an applicant whose criminal history reflects a prior conviction for a felony offense. In the case where applicant is a business entity, the applicant shall provide the name(s) of each natural person who has any ownership interest in the entity and no approval shall be issued if any such person has a criminal history that reflects a prior conviction for a felony offense. All fees for background checks performed by the Town shall be paid for by the applicant prior to the issuance of a business license. If there is any change in ownership, a background check must be performed on the new owners. Ownership has thirty (30) days in which to report any change of ownership.
  - c. The applicant(s) must provide a state sales tax number to the Town at the time of business license application.

**18.04.230 Personal cultivation permitted; restrictions.**

- A. Accessory to residential use.
  - 1. Personal cultivation of marijuana shall only be an accessory use to a single-family detached dwelling unit, may only occur in those zoning districts where a residential use is allowed, and must otherwise conform with the laws and regulations pertaining to the personal cultivation of marijuana set forth in this chapter and under state law.

2. It shall be unlawful for the owner of any residence or other building to lease such property, or any part thereof, who knows or reasonably should know that the intended use of the property, or part thereof, will be to cultivate, produce, possess, or process marijuana in violation of this chapter.
- B. Located in primary residence. Personal cultivation, production, or processing of marijuana shall only occur in the primary residence of the patient, caregiver or person over twenty-one (21) years old.
- C. Location within primary residence.
1. For purposes of this chapter, "primary residence" means the place that a person, by custom and practice, makes his or her principal domicile and address and to which the person intends to return, following any temporary absence, such as vacation. Residence is evidenced by actual daily physical presence, use, and occupancy of the primary residence and the use of the residential address for domestic purposes, such as, but not limited to, slumber, preparation of and partaking of meals, regular mail delivery, vehicle and voter registration, or credit, water, and utility billing. A person shall have only one (1) primary residence. A primary residence shall not include accessory buildings.
  2. For purposes of this chapter, a "secure" area means an area within the primary residence accessible only to individuals residing in the residence who are twenty-one (21) years of age or older or are the patient or primary caregiver if the marijuana is for lawful medical use. Secure premises shall be locked or partitioned off to prevent access by children, visitors, casual passersby, vandals, or anyone not licensed and authorized to possess medical marijuana.
    - a. Marijuana plants shall not be grown or processed in any multi-family or attached residential development.
    - b. Marijuana shall not be cultivated, produced, or processed within a garage, whether attached or detached, or other structure designed or intended for the keeping or storage of vehicles, equipment, or goods.
    - c. Marijuana shall not be cultivated, produced, or processed in the yard, lot, curtilage, or other area or structure located outside of the primary residence, including but not limited to outdoor gardens, ancillary or accessory buildings, greenhouses, sheds, or storage units.
- D. Any cultivation, production, or possession of marijuana plants shall be limited to the following within a single-family detached dwelling: a secure, defined, contiguous one hundred fifty (150) square foot area within the primary residence.
- E. If a patient, primary caregiver, or authorized person grows or processes marijuana plants within any residential structure that he or she does not own, such patient, primary caregiver, or authorized person shall obtain the written consent of the property owner before commencing to grow or process marijuana plants on the property. Such written documentation shall also include the owner's express consent to any material alterations to the property associated with the growing or processing of marijuana plants including but not limited to alterations to walls, windows, ventilation, plumbing, or electrical; shall be maintained on the premises; and shall be shown to any authorized public inspector upon request.

- F. Plant limits. No more than twelve (12) marijuana plants, with one-half (½) or fewer being mature; flowering plants can be grown in a single primary residence, regardless of the number of patients, caregivers or persons over twenty-one (21) years old, or any combination thereof, that reside in the primary residence.
- G. Extraction. No compressed, flammable gas or volatile solvent may be used in the extraction of THC or other cannabinoids. For purposes of this section, "volatile solvent" means a liquid that is capable of dissolving other material and vaporizes at room temperature.
- H. Cannot be considered a home occupation. In no instance may personal cultivation of marijuana qualify as a home occupation.
- I. Cannot be perceptible. The odor of marijuana shall not be detectable by a person with a typical sense of smell from any adjoining lot, parcel, tract, public right-of-way, or building unit. Personal cultivation of marijuana shall not be perceptible from the exterior of the residence visually or as a result of undue parking or vehicular or foot traffic, including but not limited to:
  - 1. Common visual observation, which precludes signage of any form;
  - 2. Unusual odors, smells, fragrances, or other olfactory stimulus;
  - 3. Light pollution, glare, or brightness that disturbs the repose of another;
  - 4. Undue vehicular or foot traffic, including excess parking within the residential zone; and
  - 5. Noise from fans in excess of Town of Monument Municipal Code Sections 8.20.040 and 9.12.030.
- J. Enforcement.
  - 1. The Monument Police Department is specifically authorized to enforce the provisions of this Article which enforcement authority shall be in addition to the provisions of Section 18.01.180 of the Municipal Code. The requirements of issuing a written order in person or by registered mail to the violator or property owner shall not apply to the enforcement of standards related to personal cultivation of marijuana.
  - 2. In addition to the enforcement authority contained in this chapter, it is hereby declared that any violation of this chapter shall be considered to be a public nuisance, which may be abated pursuant to the provisions of Title 8 of the Municipal Code and the authority contained therein.
  - 3. In the event the Town incurs costs in the inspection, cleanup, surrender of plants or any other requirements to remove marijuana due to violations of this chapter, the responsible person(s) shall reimburse the Town all actual costs incurred by the Town for such inspection or cleanup.
- K. Right of entry for inspection purposes.
  - 1. In the interest of public safety, and subject to the requirements and limitations herein, law enforcement officers shall have the right during reasonable hours to enter upon and into any residential structure within the Town where marijuana plants, whether medical or personal use, are being grown or processed for the purpose of conducting an inspection of the premises to determine if the premises comply with the requirements of this chapter.

2. Such entry shall be with the permission of the owner or occupant of the residential structure, provided however, if such permission is refused, or the premises are locked and the law enforcement officer has been unable to obtain permissions or access, the law enforcement officer may request, and the Municipal Judge may issue, an inspection warrant pursuant to Subsection L of this Section and Rule 241 of the Colorado Municipal Court Rules of Procedure.

L. Search warrant authorized.

1. The Town declares that a violation of this Article involves a serious threat to public safety or order within the meaning of Rule 241(a)(1) of the Colorado Municipal Court Rules of Procedure.
2. If the owner or occupant of the premises denies any law enforcement officer permission to enter and inspect the residential structure, or any accessory building, including to enter and inspect the residential structure, or any accessory building, including but not limited to any shed or detached garage, authorized law enforcement personnel may request the Monument Municipal Court to issue a search warrant for the inspection of the premises pursuant to the procedures and standards set forth in Rule 241(a)(I) of the Colorado Municipal Court Rules of Procedure.
3. The Monument Municipal Court may issue a search warrant authorizing any law enforcement officer to inspect a residential structure for the cultivation, production, possession, or processing of medical marijuana plants in accordance with Rule 241(a)(I) of the Colorado Municipal Court Rules of Procedure. Any search warrant issued pursuant to this chapter shall fully comply with the applicable provisions of Rule 241(a)(I) of the Colorado Municipal Court Rules of Procedure.
4. The Monument Municipal Court may impose such conditions on a search warrant as may be necessary to protect the private property rights of the owner of the premises to be inspected or to otherwise ensure that the warrant complies with the applicable law.
5. It shall be unlawful and a violation of this chapter for any owner or occupant to deny any law enforcement officer access to the property if the authorized person presents a warrant issued pursuant to this chapter.
6. Nothing herein shall be construed to limit the availability of other types of warrants under Rule 241 of the Colorado Municipal Court Rules of Procedure or the applicability of Rule 241 to other articles or provisions of this chapter or title.

M. Most stringent law applies.

1. Nothing in this Article is intended to supersede or modify applicable provisions of state law concerning the same subject. To the extent that a provision of state law is or becomes more stringent than a provision of this Article, the most stringent requirement or construction shall apply.
2. Nothing in this Article is intended to supersede or modify any other applicable provisions of this Code, including but not limited to, the building, safety, and technical codes adopted in Title 15 and zoning requirements and restrictions adopted in Title 18.

N. Private covenants not affected.

Nothing in this Article is intended to impair and does not supersede or override provisions of any lawful privately imposed contracts, covenants, conditions, or restrictions that are more restrictive regarding the

use of a primary residence for the cultivation, production, possession, and processing of medical marijuana or medical marijuana plants. Nothing in this Article is intended to defer to or to permit privately imposed contracts, covenants, conditions, or restrictions that would authorize any activity or action prohibited or regulated under this Article. The Town shall not enforce private covenants except to the extent specifically provided by law.

*Article 3*  
*Wireless Telecommunications*

**18.04.305 Purpose.**

Wireless telecommunication services facilities and equipment (CMRS facilities) are evaluated in the development review process to ensure that such facilities and equipment are designed in such a way as to provide functional operation for the provider and protect the safety, aesthetics and character of the neighborhood, and the Town. Small cell CMRS facilities, however, shall be permitted as uses by right in all zone districts, subject to the process and standards described in Section 18.04.360. Section 18.04.370 also addresses satellite dishes and amateur radio antennas; these facilities are separately addressed in that section and are not regulated as CMRS facilities.

**18.04.310 Types of CMRS facilities.**

CMRS facilities, as defined in Section 18.07.110 are comprised of the following four types, with each type restricted to placement in a zoning district as listed on the Schedule of Uses in Sections 18.03.380 and 18.03.390.:

1. Freestanding CMRS facilities;
2. Building or structure mounted CMRS facilities
3. Roof mounted CMRS facilities; and
4. Small cell facilities and networks

**18.04.315 Requirements for all CMRS facilities.**

A. Architecture and compatibility.

1. Whether manned or unmanned, CMRS facilities shall be consistent with the architectural style of the surrounding architectural environment (planned or existing) considering exterior materials, roof form, scale, mass, color, texture and character. Such facilities shall also be compatible with the surrounding natural environment considering land forms, topography, and other natural features. If such facility is an accessory use to an existing use, the facility shall be constructed out of materials that are equal to or better than the materials of the principal use.
2. All CMRS facilities and equipment should be painted to match as closely as possible the color and texture of the wall, building, or surrounding built environment. Muted colors, earth tones and subdued colors shall be used.

B. Landscaping.

1. All CMRS facilities and services equipment may require landscaping that exceeds the normally required levels due to the unique nature of such facilities. Landscaping may therefore be required to achieve a total screening effect at the base of such facilities or equipment to screen the mechanical characteristics. A heavy emphasis on coniferous plants for year-round screening may be required. Plantings used for screening purposes shall be selected from the Town's landscape guidelines referenced in Article 4 of Chapter 18.05.

2. If a wireless telecommunication services facility or ground mounted wireless telecommunication services equipment has frontage on a public street, street trees shall be planted along the roadway.
  3. Berms are an acceptable screening device. Berms shall feature slopes that allow mowing, irrigation and maintenance.
- C. Lighting. The light source for security lighting shall be high pressure sodium and feature down-directional, sharp cut-off luminaries so that there is no spillage of illumination offsite. Light fixtures, whether freestanding or building or tower-mounted, shall not exceed twenty-two (22) feet in height.
  - D. Interference. CMRS services facilities and equipment shall operate in such a manner so as not to cause interference with other electronics such as radios, televisions, computers, etc.
  - E. Access roadways. Access roads must be capable of supporting all of the emergency response equipment.
  - F. Airports and flight paths. CMRS services facilities and equipment located near airports and flight paths shall obtain the necessary approvals from the Federal Aviation Administration.
  - G. Uniform code compliance. All CMRS facilities shall conform to the requirements of the International Building Code and the National Electrical Code, as applicable.
  - H. Use of public rights-of-way and easements. As a further condition of placement of conduits serving a CMRS facility in a public right-of-way or easement, the Town may require that the applicant permit the Town, at the Town's sole expense, to lay cable or pull wires in such conduits, for Town public communication purposes.

**18.04.320 Freestanding CMRS facilities.**

- A. Height. All freestanding CMRS facilities shall be no taller than the height limit in the relevant zone district, or 35 feet, whichever is less.
- B. Setback. The front yard setback from property lines for freestanding CMRS facilities adjacent to public or private streets shall be a distance equal to one foot for every height of the freestanding facility unless the Director determines the structure would collapse rather than fall, in which case the Director may permit a lesser setback.
- C. Spacing. All freestanding CMRS facilities shall be located at least 1,000 feet from any other CMRS facility, measured in a straight line between the base of the tower structures.
- D. Lighting. Signals, artificial lights, or illumination shall not be permitted on any antenna or tower unless required by the FCC. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance or visual impacts to the adjacent properties, while maintaining compliance with federal standards.
- E. Security fencing. Towers shall be enclosed by opaque security fencing of wood, masonry or stucco which measures not less than six feet in height and shall be equipped with an appropriate anti-climbing device or devices. Chain link, including mesh or slats is not permitted.
- F. Landscaping and screening. No aspect of a freestanding CMRS facility shall be immediately visible as such to the public or from adjacent properties. The Town encourages, but does not require, ground

mounted accessory equipment or structures required in support of a freestanding CMRS facility to be fully incorporated into the freestanding antenna facility itself, but only that all such accessory equipment be adequately screened. All landscaping associated with the facility shall be properly maintained at the operator's expense to ensure good health and viability.

**18.04.325 Building mounted CMRS facilities.**

- A. Location. All building mounted CMRS facilities are limited to placement on multifamily residential and nonresidential buildings only.
- B. Height. All building mounted CMRS facilities may protrude no higher than the parapet wall or the top of the building if no parapet wall is present. A wall antenna may not protrude more than two feet from the building wall.
- C. Screening. All building mounted CMRS facilities must match the color and texture of the building to which they are attached.

**18.04.330 Roof mounted CMRS facilities**

- A. Location. Roof mounted CMRS facilities are limited to placement atop multifamily residential and nonresidential buildings only.
- B. Height. All roof mounted CMRS facilities are limited to fifteen (15) feet (including antenna). In no case shall the total height of the antenna exceed ten (10) feet above the maximum building height in the relevant zone district.

**18.04.335 Standards for ground mounted accessory equipment.**

Ground mounted accessory equipment and structures that are associated with a freestanding, roof mounted or building mounted CMRS facility are subject to the following requirements and shall be evaluated with the associated CMRS facility application:

- 1. Ground mounted accessory equipment shall be subject to the accessory structure setback requirements, if any, in the underlying zone district.
- 2. Ground mounted accessory equipment or buildings containing accessory equipment shall not exceed 12 feet in height.
- 3. Ground mounted accessory equipment not fully enclosed in a building shall be screened from all adjacent residential properties and public rights-of-way by landscaping, fences or architectural features, or by undergrounding.
- 4. Buildings containing ground mounted accessory equipment shall be architecturally compatible with the existing structures on the property and the character of the neighborhood.

**18.04.340 Collocation.**

The shared use of existing freestanding or roof mounted CMRS facilities shall be preferred to the construction of new facilities in order to minimize adverse impacts associated with the proliferation of towers. The following collocation requirements apply:

1. No CMRS application shall be approved to construct a new freestanding or roof mounted CMRS facility unless the applicant demonstrates to the reasonable satisfaction of the Town that no existing CMRS facility within a reasonable distance, regardless of municipal boundaries, can accommodate the applicant's needs. Evidence submitted shall consist of one or more of the following:
  - a. No existing CMRS facilities are located within the geographic area required to meet the applicant's coverage demands.
  - b. Existing CMRS facilities or structures are not of sufficient height to meet the applicant's coverage demands and cannot be extended to such height.
  - c. Existing CMRS facilities or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
  - d. Existing CMRS facilities or structures do not have adequate space on which proposed equipment can be placed so it can function effectively and reasonably.
  - e. The applicant's proposed antenna would cause electromagnetic interference with the antennas on the existing CMRS facility, or the antennas on the existing facility would cause interference with the applicant's proposed antenna.
  - f. The applicant demonstrates that there are other compelling limiting factors, including but not limited to economic factors, that render existing CMRS facilities or structures unsuitable.
2. No CMRS facility owner or operator shall unreasonably exclude a telecommunication competitor from using the same facility or location. Upon request by the Town, the owner or operator shall provide evidence and a written statement to explain why collocation is not possible at a particular facility or site.
3. If a telecommunication competitor attempts to collocate a CMRS facility on an existing or approved CMRS facility or location, and the parties cannot reach an agreement, the Town may require a third-party technical study to be completed at the applicant's expense to determine the feasibility of collocation.
4. Applications for new freestanding CMRS facilities shall provide evidence that the (new) facility can accommodate collocation of additional carriers.

**18.04.345 Review procedures.**

- A. All building and roof mounted CMRS facilities and small cell networks as defined at Section 18.07.110, shall make application as follows:
  1. Applications for modifications to an existing facility which are not a "substantial change" and are "eligible facilities requests," shall provide the information required in Appendix One. The applicant shall not be required to demonstrate a need or business case for the proposed modification or collocation.
  2. All applications for all other building or roof mounted facilities, or to place additional antennas on existing freestanding facilities, shall provide the information required in Appendix One.
  3. All applications for a small cell network shall submit the information required in Appendix One.

- B. Applications for freestanding CMRS facilities shall be reviewed by the Planning Commission and Board of Trustees as conditional use pursuant to the procedure and review criteria in Section 18.03.320, as well as the criteria of this Section. Applications for freestanding facilities shall provide the information required in Appendix One.
- C. Third party review.
  - 1. CMRS service providers use various methodologies and analysis tools, including geographically based computer software, to determine the specific technical parameters of personal wireless services, such as expected coverage area, antenna configuration and topographic constraints that affect signal paths. In certain instances, there may be a need for expert review by a third party of the technical data submitted by the personal wireless services provider. The Town may require such a technical review to be paid for by the applicant for the CMRS facility. The selection of the third-party expert may be by mutual agreement between the applicant and Town or at the discretion of the Town, with a provision for the applicant and interested parties to comment on the proposed expert and review its qualifications. The expert review is intended to be a site-specific review of technical aspects of the CMRS facility and not a subjective review of the site selection. The expert review of the technical submission shall address the following:
    - a. The accuracy and completeness of the submission;
    - b. The applicability of analysis techniques and methodologies;
    - c. The validity of conclusions reached;
    - d. The need for, and if required, the sufficiency of non-ionizing electromagnetic or RF reports submitted by the applicant;
    - e. Any specific technical issues designated by the Town.
  - 2. Based on the results of the third-party review, the Town may require changes to the application that comply with the recommendations of the expert.

**18.04.350 Eligible telecommunication facility request.**

The review of an eligible telecommunication facility request, as defined in Section 18.07.110 shall be subject to the following additional specific procedures:

- 1. The Director shall approve an eligible telecommunications facility request that does not substantially change the physical dimensions of an eligible tower or base station.
- 2. The Director may approve an eligible telecommunications facility request that substantially changes the physical dimensions of a tower or base station if it complies with the remainder requirements for freestanding CMRS facilities.
- 3. The Director may condition the approval of an eligible telecommunications facility request on compliance with generally applicable building, structural, electrical and safety codes or with other laws codifying objective standards reasonably related to public health and safety.
- 4. Denial of an eligible telecommunications facility request shall be in writing and shall include the reasons for denial.

**18.04.355 Review deadlines.**

In compliance with federal law and regulations, the Town shall review and act upon all applications within the following time periods:

1. Within thirty (30) days the Town will give written notice of incompleteness, specifying the code section that requires the information. This halts the remaining deadlines until a complete application is filed.
2. An eligible telecommunications facilities request shall be approved or denied within sixty (60) calendar days of the date of the Town's receipt of the completed application. The time period may be tolled only by mutual agreement or when application is incomplete.
3. If the Town fails to approve or deny an eligible telecommunications facility request within sixty (60) calendar days of the date of the Town's receipt of the completed application (accounting for any tolling), the request shall be deemed granted; provided that this automatic approval shall become effective only upon the Town's receipt of written notification from the applicant after the review period has expired (accounting for any tolling) indicating that the application has been deemed granted.
4. Within ninety (90) days the Town will act on collocation applications that are not a substantial change in the size of a tower, or location or collocation applications for a small cell facility or small cell network, or replacement or modification of the same.
5. Within one hundred and fifty (150) days the Town will act on applications for new CMRS facilities, collocation applications that are a substantial increase in the size of the tower or substantial increase an existing CMRS facility that are not a small cell facility or small cell network.

**18.04.360 Standards for small cell facilities and networks.**

- A. Applicable Requirements. Small cell facilities and small cell networks shall comply in all respects with the requirements of this Article applicable to all wireless and CMRS facilities, with the following exceptions:
  1. Setback requirements;
  2. Design requirements; and
  3. Location requirements.
- B. Location. Small cell facilities are permitted in Town rights-of-way, upon facilities in these rights-of-way and on public easements owned by the Town under the following order of priority:
  1. First, on a Town-owned utility pole, if any, which shall be removed and replaced with a pole designed to contain all antennae and equipment within the pole to conceal any ground-based support equipment and ownership of which pole is conveyed to the Town.
  2. Second, a Town-owned utility pole with attachment of the small call facilities in a configuration approved by the Town.

3. Third, on a third-party owned utility pole, (with the consent of the owner thereof), with attachment of the small cell facilities in a configuration approved by the Town.
  4. Fourth, on a traffic signal pole or mast arm in a configuration approved by the Town, or in the case of a CDOT facility, by CDOT.
  5. Fifth, on a freestanding or ground-mounted facility which meets the definition of and requirements for an alternative tower structure in a location and configuration approved by the Town.
- C. Height. All small cell facilities shall not exceed two feet above the light pole, traffic signal or other facility or structure to which they are attached, or the maximum height in the relevant zone district, whichever is less. When new utility poles are proposed as an alternative tower, their height shall be similar to existing utility/light poles in the vicinity.
- D. Spacing. No small cell facility shall be located within one thousand (1,000) feet of any other such facility.
- E. Design. Small cell facilities shall be designed to blend with and be camouflaged in relation to the structure upon which they are located (e.g. painted to match the structure or same material and color as adjacent utility poles). To the greatest degree possible, support equipment shall be located underground.
- F. Relocation and Removal. All facilities in Town right-of-way or easements shall be removed and/or relocated at the applicant's expense in the event the Town's use of the rights-of-way or easement precludes the continued presence of such facilities.
- G. Permitting. All small cell CMRS facilities and networks shall be reviewed pursuant to the procedures set forth in the Municipal Code. Networks shall also make application for a permit for work in the right-of-way. The Town may accept applications for a small cell network, provided each small cell facility shall be separately reviewed. The Town may take up to ninety (90) days to process a complete application.
- H. Indemnification. The operator of a small cell facility which is permitted to locate on a Town right-of-way or easement or on a Town-owned utility pole, traffic signal or other structure owned by the Town, or within a Town-owned right-of-way or easement, shall, as a condition of permit approval, indemnify the Town from and against all liability and claims arising as a result of that location or attachment, including repair and replacement of damaged poles and equipment, in a form approved by the Town Attorney.
- I. Bonding. All permits for location of small cell facilities on real property not owned by the small cell permittee shall include as a condition of approval a bond, in form approved by the Town Attorney, to guarantee payment for any damages to the real property and removal of the facility upon its abandonment.
- J. Permit Expiration. A permit for a small cell facility shall expire nine months after approval unless construction of the permitted structure has been initiated.

**18.04.365 Discontinuance and abandonment.**

- A. In the event a legally approved use of any CMRS facility has been discontinued for a period of one hundred eighty (180) consecutive days, the facility shall be deemed to be abandoned. Determination of the date abandonment shall be made by the Director who shall have the right to request documentation and affidavits from the facility owner/operator regarding the issue of usage.
- B. At such time as the Director reasonably determines that a CMRS facility is abandoned, the Director shall provide the facility owner/operator with written notice of an abandonment determination by first class mail or e-mail if available. Failure or refusal by the owner/operator to respond to the notice within sixty (60) days of mailing of such notice shall constitute evidence that the facility has been abandoned. Upon such notice of abandonment, the facility owner/operator shall have an additional sixty (60) days within which to:
  - 1. Reactivate use of the facility or transfer the facility to another owner who makes actual use of the facility; or
  - 2. Dismantle and remove the facility. If such facility is not removed within said sixty (60) days from the date of abandonment the Town may remove such facility, in accordance with applicable law, at the facility owner's and property owner's expense. If there are two or more users of a single facility, this provision shall not become effective until all users cease using the facility.
- C. All CMRS providers shall notify the Town when they place the FCC on notice, via the filing of FCC form 489, that a specific CMRS facility is being discontinued. In the event the property owner fails, within thirty (30) days after billing, to pay for the cost and expenses of removal the Town may assess a lien against the property for such costs which may be certified to the County Treasurer for collection in the same manner as real property taxes under CRS 31-20-105 and 106. The lien created hereby shall be superior and prior to all other liens excepting liens for general and special taxes.

**18.04.370 Satellite dishes and amateur radio antennas.**

- A. Communication/satellite dishes may be located on any property as an accessory use thereto, providing they meet the following criteria:
  - 1. The diameter of the dish cannot exceed five (5) feet except for a dish(es) for a non-residential use, or as permitted by Federal regulations.
  - 2. The mounting post for the dish cannot exceed in height the radius of the dish.
  - 3. The installation of the dish must be in compliance with any and all state and federal regulations.
  - 4. The dish must be located to the rear of any residence on a residential lot and in the rear one-half of any lot zoned for any other use.
  - 5. The dish must meet all setback requirements for an accessory structure.
- B. Amateur radio antennas. The standards of this subsection B apply to amateur ("HAM") radio antennas. These standards are not applicable to facilities that are used for commercial purposes or the provision of personal wireless telecommunication services to people who do not reside on the lot on which the antenna is located. Amateur radio antennas are permitted if the following standards are met:

1. Height:
  - a. Amateur radio antennas, if attached to a building or mounted on a mast may not:
    - i. Extend more than ten (10) feet above the highest peak of the roof, or
    - ii. Exceed the maximum building height in the relevant zone district.
  - b. Such antennas located in free-standing configurations may not exceed the maximum height limit in the relevant zone district.
2. Setback: Amateur radio antennas not located upon or attached to a building shall be located on the subject property at a distance from the exterior boundaries thereof which equals or exceeds the height of the antenna itself.
3. Antennas no longer in use shall be promptly removed.
4. Where feasible, all cabling must be run internally (or underground, as appropriate), securely attached and as inconspicuous as practicable.
5. Support structures that are not attached to the antenna structure shall be treated as accessory structures for purposes of height, setbacks and screening.

Requests for variances to these standards, if necessary to render the antenna operable, must be approved by the Board of Adjustment pursuant to the procedures in Chapter 18.01, Article V.

## Chapter 18.05: Development Standards

### SECTIONS:

<i>Article 1</i>	<i>Site Design Standards</i>
18.05.105	<b>Lots</b>
18.05.110	<b>Blocks</b>
18.05.115	<b>Monuments and markers</b>
18.05.120	<b>Easements</b>
18.05.125	<b>Streets and alleys</b>
18.05.130	<b>Sidewalks and trails</b>
18.04.135	<b>Natural features</b>
18.05.140	<b>Open space</b>
18.05.145	<b>Storm drainage and erosion control</b>
18.05.150	<b>Flood damage prevention</b>
18.05.155	<b>Irrigation ditches</b>
18.05.160	<b>Water</b>
18.05.165	<b>Fire protection</b>
18.05.170	<b>Sanitary sewer</b>
18.05.175	<b>Utilities</b>
18.05.180	<b>Buffers and screening</b>
18.05.185	<b>Fencing</b>
18.05.190	<b>Sight visibility</b>
<i>Article 2</i>	<i>Parking Standards</i>
18.05.205	<b>Purpose</b>
18.05.210	<b>General parking requirements</b>
18.05.215	<b>Off-street-parking space requirements</b>
18.05.220	<b>Truck and recreational vehicle parking</b>
18.05.225	<b>Shared parking facilities</b>
18.05.230	<b>Modification or deferral of parking requirements</b>
18.05.235	<b>Loading requirements</b>
18.05.240	<b>Stacking requirements</b>
18.05.245	<b>Design requirements</b>
18.05.250	<b>ADA requirements</b>
<i>Article 3</i>	<i>Lighting Standards</i>
18.05.310	<b>Purpose</b>
18.05.320	<b>Requirements</b>
18.05.330	<b>Approved fixtures</b>
18.05.340	<b>Exemptions</b>
18.05.350	<b>Prohibited lighting</b>

<i>Article 4</i>	<i>Landscape Standards</i>
<b>18.05.410</b>	<b>Purpose</b>
<b>18.05.420</b>	<b>Landscape plan required</b>
<b>18.05.430</b>	<b>General site standards</b>
<b>18.05.440</b>	<b>Development type standards</b>
<b>18.05.450</b>	<b>Landscape material specifications</b>
<b>18.05.460</b>	<b>Landscape maintenance</b>
<b>18.05.470</b>	<b>Landscape fire mitigation</b>

<i>Article 5</i>	<i>Downtown Design Standards</i>
<b>18.05.510</b>	<b>Second Street</b>
<b>18.05.520</b>	<b>Side Streets</b>

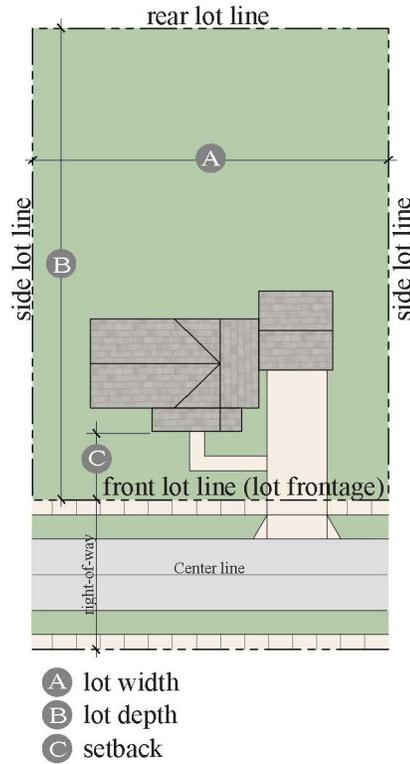
Article 1

Site Design Standards

18.05.105 Lots.

- A. Lot size, width (A), depth (B), shape and orientation and minimum building setback lines (C), as depicted on Figure 5.1, shall be appropriate for the location of the subdivision and for the type of development and use contemplated, and shall facilitate the placement of buildings with sufficient access, outdoor space, privacy and view.

Figure 5.1



1. Lot width and lot area shall not be less than that provided in Chapter 3 of this title for the zone district in which the subdivision is located.
2. Generally, the depth of a lot shall not exceed three (3) times the lot frontage. Some deviation from this provision may be permissible for topographical and drainage purposes, but not for the purpose of splitting a large tract into deeper than normal lots so that the provision of streets for proper access to lots can be avoided.
3. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street parking, landscaping or planting area, and loading areas required by the type of use and development contemplated.

4. Side lot lines shall be at substantially right angles to streets, or radial to curved streets. Some variation from this rule is permissible, but pointed or very irregular lots shall be avoided.
  5. In the case of wedge-shaped or flag-shaped lots, no lot shall be less than thirty (30) feet in width at the front property lines. Residential lots with narrow frontages may be required to have additional area on the lot, and/or common parking areas for the parking of personal vehicles.
  6. Residential lots should front only on local streets; however, when necessary, residential lots designated to face a collector street shall provide adequate means for automobile turnaround within the lot.
  7. The building area of a lot should not face directly into the oncoming traffic of an intersecting street of a "T" intersection.
  8. No single lot shall be divided by a municipal or county boundary line, road, alley or other lot.
  9. All lots shall have direct access onto a public or private street.
- B. Double frontage and reverse frontage lots shall not be permitted except where they are essential to provide for the separation of residential development from a highway, an arterial street, a railroad, or to overcome specific disadvantages of topography or orientation.
1. A planting and screening easement of at least ten (10) feet shall be provided along the portion of the rear lots abutting such a traffic artery or other use where screening is necessary.
  2. There shall be no right of access across a planting and screening easement. A statement precluding any access from individual lots to the arterial street shall be included as a note on the final plat.

**18.05.110 Blocks.**

- A. Blocks shall not be less than two hundred and fifty (250) feet in length.
- B. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured through adjacent rear property lot lines or through the center of the block.
- C. All blocks shall be abutted by one or more streets. Access to the interior of blocks may be permitted in certain instances, in which case such alleys must be indicated on the plat.
- D. Blocks shall be of sufficient width to permit two tiers of lots of appropriate depth, except where an interior street parallels a highway, an arterial street or railroad rights-of-ways.

**18.05.115 Monuments and markers.**

- A. Permanent reference monuments shall be set on the external boundary of a subdivision, pursuant to Section 38-51-101, C.R.S.

- B. Block and lot monuments shall be set pursuant to Section 38-51-101, C.R.S.
- C. At least one (1) second order benchmark (Geodetic Survey Datum) shall be set (where practical to tie-in) within every subdivision or subsequent filing prior to submission of the final plat for recording.
- D. The surveyor shall certify on the final plat that it conforms to these regulations and to all applicable state laws and that the monuments described in it have been placed as described. He or she shall affix his or her name and seal.

**18.05.120 Easements.**

- A. Easements shall be provided for all utility lines, including but not limited to water, sewer, storm water, gas, electric, telephone and cable television. The location and width of all utility easements shall be subject to the approval of the Director and of the utilities using the easement.
- B. Easements shall be located so as to provide efficient installation of utilities. Public utility installations shall be so located as to permit multiple installations within the easements to avoid cross-connections, minimize trenching and adequately separate incompatible systems.
- C. Where a development is traversed by a water course, drainageway or stream, there shall be provided a perpetual drainage easement conforming substantially with the lines of such watercourse, and of such width as necessary and adequate to carry off the predictable volume of storm water drainage from a twenty-five-year frequency storm as determined by the standard method for calculations used by the Army Corps of Engineers.
- D. A cross access easement shall be provided in non-residential developments to encourage shared parking and shared access points on public or private streets. Deviation from this provision may be permissible if deemed impractical by the Director on the basis of topography, the presence of natural features, or vehicular safety factors.
- E. To promote the efficient use of land, the Director may approve a single driveway to access multiple lots or dwelling units under separate ownership. In such event, a shared driveway easement shall be provided that complies with the following:
  - 1. A shared driveway easement must be set forth in a shared driveway easement agreement. The shared driveway easement agreement must be approved by the Director, and recorded with the El Paso County Clerk and Recorder. A shared driveway easement agreement must contain the following:
    - a. A provision granting permanent, unimpeded access to the lots served by the shared driveway easement.
    - b. A provision that addresses the year-round maintenance of the shared driveway, allocates the costs of maintenance among the property owners, and determines which property owner or owners shall decide when maintenance or repair is necessary.

- c. A provision prohibiting any modifications to the shared driveway easement agreement without the written preapproval of the Director.

**18.05.125 Streets and alleys.**

- A. The arrangement, extent, width, type and location of all streets shall be designed in relation to existing or planned streets, to topographic conditions, to public convenience and safety and to the proposed use of land to be served.
- B. Certain proposed streets, where appropriate, shall be extended to the boundary of the tract to be subdivided so as to provide for future connection to adjacent undeveloped land.
- C. There shall be at least two points of access for all residential subdivisions with twenty-five (25) or more single-family dwelling units. Deviation from this provision may be permissible for topographical or other unique circumstances where a second access point is not feasible, upon approval by the Fire District
- D. All streets and alleys shall be designed and constructed in accordance with the Town of Monument Roadway Design and Technical Criteria Manual.

**18.05.130 Sidewalks and trails.**

- A. Sidewalks. The Town shall require sidewalks to be installed on each side of the street in all zone districts, except the Large Lot Residential and Light Industrial zones where sidewalks are only required on one side of the street with approval of the Director.
  - 1. All sidewalks shall be a minimum of five (5) feet wide in all zone districts, and meet current ADA requirements. Replacement of existing sidewalks shall be to the width of the adjacent or connecting sidewalk.
  - 2. Where blocks exceed one thousand (1,000) feet in length, pedestrian rights-of-way of not less than fifteen (15) feet in width shall be provided through blocks where needed for adequate pedestrian circulation. Improved walks of not less than five (5) feet in width shall be placed within the pedestrian rights-of-way.
  - 3. All sidewalks shall be designed and constructed in accordance with the Town of Monument Roadway Design and Criteria Manual.
- B. Trails. Trails shall be designed to provide adequate internal circulation and make appropriate external connections to schools, parks, employment centers, and transit. in accordance with the Town's Parks, Trails, and Open Space Master Plan and Section 18.02.330 F of these regulations.
  - 1. Trails shall have a minimum width of eight (8) feet concrete surface with a four (4) foot wide crushed refined gravel path on one side.

2. Trails with alternative surfaces and narrower widths may be approved by the Director in those instances where such trails are secondary to existing or proposed trails, and do not serve as connector to the Town's trail system.

**18.05.135 Natural features.**

- A. The layout of lots and blocks should provide desirable settings for structures by making use of natural contours and maintaining existing views, affording privacy for the residents and protection from adverse noise and vehicular traffic.
- B. The system of roadways and the lot layout should be designed to take advantage of visual qualities of the area.
- C. The design and development of a site or subdivision shall preserve, insofar as it is possible, the natural terrain, natural drainage, existing topsoil, unusual rock formations, lakes, rivers, streams and trees.
- D. Significant vegetation, including large individual trees, tree masses and shrubs, shall be retained where possible, in accordance with the Town's Landscape Guidelines.
  1. When regenerating sites, replacement trees or shrubs shall be selected from indigenous species native to the region.
  2. Provisions shall be made to provide adequate hydration and appropriate soil for the replacement trees to ensure successful growth.
- E. Land subject to hazardous conditions such as mine subsidence, shallow water table, open quarries, floods, undermining, and polluted or non-potable water supply shall not be subdivided until the hazards have been eliminated or mitigated.
- F. No development, use, fill, construction, excavation, embankment, or alteration on or over any portion of a geologic hazard area shall be permitted which would result in dangers to life or property.

**18.05.140 Open space.**

- A. Open space shall be provided:
  1. In conformance with the Town of Monument Land Dedication requirements as outlined in the Chapter 2, Article 3 of this title, and
  2. In conformance with the Town of Monument Parks, Trails, and Open Space Master Plan and the Town of Monument Comprehensive Plan as amended from time to time.
- B. Open space may include:

1. Environmental preservation of significant natural areas such as buttes, bluffs, and other geologic formations, water bodies/resources, wildlife habitat areas, fragile ecosystems (wetlands), riparian areas, floodplains, native trees and shrubs and/or other significant vegetation.
  2. Preservation of lands which preserve significant views, provide transitions between different densities and uses (buffers), and otherwise serve to give shape and form to the proposed development and surrounding community.
  3. Land within Preble's Meadow Jumping Mouse Habitat, detention areas and other undevelopable areas such as steep slopes.
- C. In evaluating and determining open space areas within a proposed development, the following factors shall be considered:
1. The environmental characteristics of the site including the preservation of significant natural features and resources such as wildlife habitat, native vegetation (especially trees and shrubs), rock formations, and areas unsuitable for development.
  2. The location, use, and relationship of the proposed open space areas to the development areas within the site. Access to public or private common-use open space areas by occupants of the proposed residential dwelling units and to employees and visitors of non-residential developments will be dependent on whether the open space area contains sensitive or fragile environmental features or wildlife habitat.
  3. Provision for adequate pedestrian and bicycle trail systems.
  4. The buffering needs of adjacent existing and planned land uses.
  5. View corridors within and through the property and other visual/scenic assets of the site.
  6. The degree to which the proposed open space areas contribute to the quality, livability and amenities of the development.
  7. Only the area that can be used for these purposes can be counted as open space. Detention facilities do not qualify as open space unless they are specifically designed to provide passive recreation features or wildlife habitat.

**18.05.145 Storm drainage and erosion control.**

- A. Storm drainage and erosion control shall be provided for the development based on plans submitted by the applicant to the Town and approved by the Director.
- B. The applicant shall provide data prepared by a licensed Colorado Professional Engineer sufficient to indicate that the drainage from a proposed development will not adversely affect any downstream properties or the community as a whole.

1. Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general drainage pattern for the area and to maintain the individual lot drainage on the specific lot as much as possible.
  2. The drainage system shall be designed to accommodate not only runoff from the subdivision, but also historic runoff for those areas adjacent and upstream from the proposed subdivision, as well as its effect on lands downstream.
- C. Erosion and sediment control devices and revegetation shall be incorporated into all new developments.
1. Erosion control plans are required for all developments.
  2. All drainage from the site during construction must go through an erosion control device.
- D. Applications for approval of storm drainage and erosion control under these regulations shall comply with the following regulations, as applicable, which are incorporated herein by this reference, and copies of which are available for inspection and copying at the Town offices:
1. The City of Colorado Springs Engineering Division Standard Specifications;
  2. The City of Colorado Springs and El Paso County Drainage Criteria Manual—Volumes I & II
  3. The Triview Metropolitan District Design Criteria and Construction Specification Manual for Residential Development; and
  4. The Town of Monument Roadway Design and Technical Criteria Manual.

**18.05.150 Flood damage prevention.**

- A. Tracts of land or portions thereof lying within any area of special flood hazard shall not be subdivided except for open space until the subdivider has complied with requirements of the Floodplain Code of the Pikes Peak Regional Building Department.
- B. A floodplain development permit shall be obtained before construction or development begins within any area of special flood hazard established in the Floodplain Code of the Pikes Peak Regional Building Department.

**18.05.155 Irrigation ditches.**

- A. Existing irrigation ditches shall be incorporated within a site plan in a manner such that their function is not impaired.
- B. The ditches shall be protected from encroachment and may be fenced in a manner acceptable to the ditch company.

**18.05.160 Water.**

- A. All new structures with any plumbing fixtures requiring water, and/or any proposed landscaping requiring irrigation, shall be connected to the Town's and/or a district's central water and/or sewer systems in conformance with the applicable utility regulations.
- B. Applications for approval under these regulations shall comply with the Town of Monument/Triview Metropolitan District Water Utility Policies and Standards.

**18.05.165 Fire protection.**

- A. Every development served by a public water system shall include a system of fire hydrants sufficient to provide adequate fire protection for the buildings located or intended to be located within such subdivision.
  - 1. Design standards shall conform to the National Fire Protection Association (NFPA) standards.
  - 2. The Director may authorize or require a deviation from these standards if another arrangement more satisfactorily complies with NFPA or local standards.
- B. Where the fire protection district identifies a specific wildland fire danger, a wildfire mitigation plan shall be prepared by a qualified professional.
  - 1. A wildfire mitigation plan shall address, at a minimum, the following:
    - a. Access, ingress, egress, and evacuation;
    - b. Fuel modification;
    - c. Water supply;
    - d. Construction, location, and design of structures; and
    - e. Ignition potential.
  - 2. Wildfire mitigation plans shall be prepared in accordance with NFPA standards, as applicable. Landscape fire mitigation shall be done in accordance with Section 18.05.470 of this Chapter.
  - 3. The Director may authorize or require a deviation from these standards if another arrangement more satisfactorily complies with NFPA or local standards.

**18.05.170 Sanitary sewer.**

- A. All new structures with any plumbing fixtures requiring water, and/or any proposed landscaping requiring irrigation, shall be connected to the Town's and/or a district's central water and/or sewer systems in conformance with the applicable utility regulations.

- B. Applications for approval under these regulations shall comply with the Town of Monument Sanitary Sewer Collection System Specifications.

**18.05.175 Utilities.**

Utilities (telephone, electric services and gas lines and cable television) shall be installed underground and shall be in place prior to street surfacing.

1. Electric transmission lines of 69KV or greater capacity are exempt from this requirement due to the prohibitive cost of burying such facilities.
2. Above ground or peripheral overhead electrical transmission and distribution feeder lines or other installation of either temporary or peripheral overhead communications, distance, trunk or feeder lines may be above ground with the permission of the Town.

**18.05.180 Buffers and screening.**

- A. Where a proposed non-residential use or a proposed expansion of a non-residential use abuts a legal, conforming residential use located within a residential zone district, a physical barrier in the form of an opaque fence, wall, and/or landscape screen shall be provided to adequately buffer the residential use.
- B. In each instance where a nonresidential use abuts a residential use, a fifteen (15) foot buffer easement shall be provided, unless such use areas are separated by a roadway or other public land of at least fifteen (15) feet in width, subject to the following additional provisions:
  1. For zones in the Regency Park overlay district, a thirty (30) foot buffer easement shall be provided, unless such use areas are separated by a roadway or other public land of at least thirty (30) feet in width.
  2. The buffer easement shall be kept free of buildings or structures, other than those required by subsection A, and shall be landscaped, screened or protected by natural features, so that the adverse effects on abutting areas are minimized.
  3. Not more than fifteen (15) percent of such buffer area may be utilized for parking.
- C. Enclosure of uses. Unless expressly exempted by this title, all uses shall be operated within a completely enclosed structure or screened area.
- D. Outdoor storage screening. Outdoor storage, where permitted by the zone district regulations, shall be enclosed by a fence, landscaping, and/or other appropriate treatment, which shall be adequate to conceal such facilities from adjacent properties and streets.
- E. Trash receptacle and service area screening. All outdoor service areas, service equipment, and trash receptacles including dumpsters shall be screened or concealed from the view of adjacent properties and streets, except for residential curb side trash service. Such screening may include fencing, landscaping, and/or other appropriate

treatment adequate to conceal such facilities from adjacent properties and streets. Service areas and dumpsters shall be located away from the view of adjacent properties and streets whenever possible.

- F. Roof top equipment screening. All roof top equipment shall be screened or concealed from view from adjacent properties and streets by the use of compatible and appropriate materials similar or complementary to the primary building materials. Solar panels in residential zone districts are exempt from this requirement.
- G. Special equipment such as silos, dust collectors, cooling towers, or other similar structures shall be sited away from the view from adjacent streets and properties and/or integrated into the building design with compatible and appropriate materials similar to the primary building materials.

#### **18.05.185 Fencing.**

- A. Intent. It is the intent of this Section to ensure that fences are erected in a safe manner that will not create safety hazards and for fencing to be aesthetically pleasing and be compatible with development on the lot on which the fencing is erected as well as with neighboring properties.
- B. Barbed wire fencing is not allowed to be used within any zone district within the Town, except that up to four (4) strands may be allowed for public utilities or other similar uses.
- C. Electrified fences are not allowed to be used within any zone district within the Town, except that low amperage/low voltage commercially available invisible "pet" electric fences may be used in any district.
- D. Any fencing in a sight distance triangle (See Section 18.05.190) shall not exceed thirty-six (36) inches in height.
- E. Fences in a front yard shall not exceed forty-two (42) inches in height, except for fences in a commercial or industrial area determined by the Director to be necessary for securing merchandise such as for commercial garden shops, nurseries, greenhouses, automobile sales, or as is necessary for a day care or pre-school, or other similar uses.
- F. Fences adjacent to a street shall be set back twelve (12) inches from the property line.
- G. No fence shall exceed seventy-two (72) inches in height, except for fences for the following uses; public tennis courts, baseball fields, or other similar public recreational uses.
- H. For properties zoned or developed with industrial uses, fences may be eight (8) feet, or ninety-six (96) inches, in height.
- I. All fencing shall be of a design and quality compatible with the site and adjacent uses and shall provide appropriate screening, visibility, security, and appearance as determined by the Director.
  - 1. The finished side of the fence shall face the public-right-of way, common open space, or other public areas as applicable.
  - 2. Additional landscaping may be required to screen a solid fence.
- J. Any fencing within an easement or near a fire hydrant or other public improvement or utility shall not interfere with the purpose of the easement or improvement including access by the utility or service provider or easement holder. The Town, service provider, or utility holder may remove any improvement including fencing

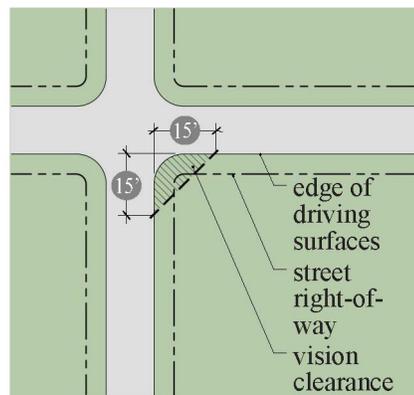
interfering with the use of the easement or public improvement and the property owner may be responsible for replacing any improvement at his own expense, and may be required to reimburse the Town or service or utility provider for removal costs.

- K. A fence shall not be constructed or erected until a construction permit has been issued by the Town.
- L. The property owner shall be responsible for proper installation of the fence, including determining the property boundaries and installing the fence on his or her property.
- M. Fences existing at the time this ordinance is adopted shall be considered legally non-conforming providing they are not installed on public rights-of-ways or other public property without the Town's express permission and provided they do not create a safety hazard.
- N. All fences shall be maintained by the property owner, including periodic staining and painting as necessary to keep the fence in good condition. In the event that a fence has not been maintained or has been damaged, the Town may require the owner to repair, paint, stain, or remove the fence within thirty (30) days of written notice or other reasonable time period as determined by the Town.
- O. Any applicant may appeal the decision or conditions of the Director in the application of this Article to the Board of Adjustment.

**18.05.190 Sight visibility.**

- A. To allow for appropriate sight distance and vision clearance, no solid object exceeding eight (8) inches in width and thirty-six inches (36) in height, including but not limited to fences, walls, and landscape plantings, shall be placed at a street intersection or intersection of a street and driveway within a triangular area described as follows:
  - 1. At the intersection of two private streets, or the intersection of a driveway with a private street, beginning at the point of intersection of the edges of the driving surface (pavement) then to points fifteen (15) feet along both intersecting edges, and then along a direct line connecting these points. See Figure 5.2.

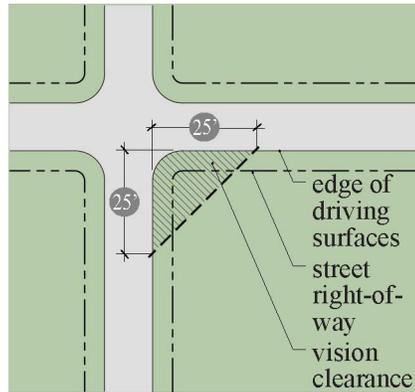
Figure 5.2



- 2. At the intersection of a private or public street with a public street, beginning at the point of

intersection of the edges of the driving surface (pavement) then to points twenty-five (25) feet along both intersecting edges, and then along a direct line connecting these points. See Figure 5.3.

Figure 5.3



- B. All intersections shall comply with all other sight distance standards in the Town of Monument Roadway Design and Technical Criteria Manual, and specifically Detail DT 25 if more restrictive.

*Article 2*

*Parking Standards*

**18.05.205 Purpose.**

The purpose of this Article is to:

1. To ensure that safe and convenient off-street parking in adequate numbers is provided to serve the requirements of all land uses in the Town;
2. To avoid congestion in the streets; and
3. To preclude the overuse of pavement on a site.

**18.05.210 General parking requirements.**

- A. **Applicability.** The off-street parking requirements of this Article shall apply to new site developments and expanded uses. Parking requirements shall not apply to buildings lawfully repaired or improved where no change in use or increase in floor area results.
- B. **Compliance.** All persons shall comply at all times with all parking regulations promulgated by the Town by ordinance, or as found in Articles I and II, inclusive, of the most recent edition of the Model Traffic Code for Colorado Municipalities. If a conflict arises or additional standards are required, the stricter of the two shall apply.
- C. **Minimum and maximum standards.** The requirements of this Article concerning off-street parking spaces and areas are typically minimum requirements.
  1. Since these parking standards are meant to preclude the overuse of pavement on a site, the owner or developer shall install facilities meeting the minimum standards in this Article.
  2. The Director may consider variations to the minimum parking standards based upon the type of activity, intensity, number of employees and other factors associated with a particular use.
  3. The provisions concerning the maximum number of access ways to and from parking areas shall not be altered.
- D. **Exclusive use.** No off-street parking space shall be used for any purpose other than parking of vehicles, seasonal snow storage, or an approved temporary use.
  1. No obstruction shall be placed on any off-street parking space which may interfere with its utility as a parking space.
  2. If an off-street parking space is converted to another use or can no longer be used for off-street parking space, it shall be replaced immediately by another off-street parking space meeting all of the requirements of this Article.

**18.05.215 Off-street-parking space requirements.**

- A. Unless specifically exempted or variations are permitted in accordance with this Title, all land uses in the Town shall include, at a minimum, the number of vehicle off-street parking spaces specified in Table 5.1.

**Table 5.1  
Off-Street Parking Spaces**

<b>Type of Land Use</b>	<b>Minimum Number of Parking Spaces Required</b>
1. Residential	
Single-family detached dwellings	Two (2) spaces per dwelling unit. (spaces can be accommodated in garage or driveway).
One (1) bedroom multiple-unit dwellings	One (1) space per one (1) bedroom dwelling unit.
Two (2) bedroom multiple-unit dwellings	One and one-half (1.5) spaces per two (2) bedroom dwelling unit.
Three (3) bedroom multiple-unit dwellings	Two (2) spaces per three (3) bedroom dwelling unit.
Four (4) or more bedroom multiple-unit dwellings	Three (3) spaces per four (4) or more bedroom dwelling unit.
Group homes or other group living facilities not otherwise listed	One (1) space per four (4) beds.
2. Commercial	
Banks and financial services	One (1) space for every four hundred (400) square feet of floor area.
Commercial business and retail uses < 15,000 square feet	One (1) space for every two hundred and fifty (250) square feet of floor area.
Commercial business and retail uses > 15,000 square feet	One (1) space for every three hundred (300) square feet of floor area.
Commercial wholesale uses and warehouses	One and one-half (1.5) spaces per employee.
Convenience store with or without gas sales and/or car wash	One (1) space per two hundred (200) square feet of floor area.
Funeral home	One (1) space per four (4) seats.
Industrial and manufacturing facilities	One and one-tenth (1.1) spaces per employee.
Medical and dental offices	Four (4) spaces per patient room or one (1) space per two hundred (200) square feet of floor area whichever is greater.

Type of Land Use	Minimum Number of Parking Spaces Required
Medical laboratories	One (1) space for every four hundred fifty (450) square feet of floor area.
Motor vehicle sales and rentals	One (1) space per ten percent (10%) of vehicle outside display area plus one (1) space per four hundred (450) fifty square feet of floor area.
Motor vehicle service	Four (4) spaces per service bay.
Personal services	Two (2) spaces per chair or one (1) space for every three hundred (300) square feet of floor area, whichever is greater.
Professional and business offices	One (1) space for every three hundred (300) square feet of floor area.
Nursery and garden center	One (1) space per two hundred and fifty (250) sq. ft. of building plus one (1) space per two thousand (2000) square feet of outdoor display
Restaurants and drinking establishments	One (1) space for every two hundred (200) square feet of floor area or one (1) space per three (3) seats whichever results in more parking spaces.
Restaurants, drive-in	Fifteen (15) spaces for every one thousand (1,000) square feet of floor area.
Restaurants, drive-in without any indoor seating	One (1) space per employee on maximum shift.
Small animal hospitals and veterinary clinics	One (1) space for every three hundred (300) square feet of floor area.
<b>3. Commercial Amusement</b>	
Athletic fields including baseball diamonds	Twenty (20) spaces per field or one (1) space per four (4) seats whichever is greater. (Bench capacity is calculated as one (1) seat per twenty inches (20")).
Bowling alley	Four (4) spaces per alley.
Dance halls and skating rinks	One (1) space for every two hundred (200) square feet of floor area.
Farmer's market	One (1) space per 100 square feet of outdoor display area.
Golf course	3 spaces per hole, plus 1 space per employee. Additional spaces may be required for other on-premises uses such as restaurants.

Type of Land Use	Minimum Number of Parking Spaces Required
Health clubs, climbing gyms and recreation centers	One (1) space per 150 square feet of floor area.
Membership clubs or lodges	One (1) space per two hundred (200) square feet of floor area.
Miniature golf facility	One (1) space per hole.
4. Commercial Residential	
Bed and breakfast	One (1) space per guest room plus two (2) spaces for owner's portion.
Hospitals	One (1) space per two (2) beds plus one (1) space per employee.
Hotels, motels, rooming houses, boardinghouses.	One (1) space per lodging unit.
Nursing homes and assisted living facilities	One (1) space per four (4) beds plus one (1) space per each employee.
Independent living units for senior citizens	One (1) space per living unit.
5. Educational Facilities	
Child care centers or pre-schools	Two (2) spaces per classroom, plus one (1) space per administrative employee.
Elementary and middle schools	Two (2) spaces per classroom, plus one (1) space per administrative employee, plus one (1) space per 150 square feet of an auditorium and/or gymnasium.
High schools, vocational or colleges and universities	One (1) space for each employee, plus one (1) space for every five (5) students for whom the school was designed, plus one (1) space per 150 square feet of an auditorium and/or gymnasium.
6. Places of Public Assembly	
Community center	One (1) space per two hundred fifty (250) square feet of floor area or one (1) space for every three (3) seats in auditoriums or other places of assembly whichever results in more parking spaces. (Bench capacity is calculated as one (1) space per twenty inches (20")).
Library or museum	One (1) space per four hundred (400) square feet of floor space, plus one (1) space per two (2) employees.

Type of Land Use	Minimum Number of Parking Spaces Required
Religious assembly	One (1) space for every four (4) seats in the principal place of assembly. (Bench capacity is calculated as one (1) space per twenty inches (20")). Additional spaces may be required for other on-premise uses such as day care.
Theaters, auditoriums or stadiums; meeting rooms and similar places of public assembly	One (1) space for every four (4) seats in the principal place of assembly or one (1) space per one thousand (1,000) square feet of floor area whichever is greater. (Bench capacity is calculated as one (1) space per twenty inches (20")).

- B. When one (1) building or lot is planned to include a combination of different uses, including accessory uses, the minimum parking requirement will be determined by applying the above requirements and standards to each use and structure, resulting in a total parking requirement for the property.
  - 1. The minimum number of parking spaces required shall be the sum of the requirements for each separate use, except where appropriate for shared use consideration as described in Section 18.05.225.
  - 2. The appropriate combination of parking types for a particular development or use will be determined by the Director.
- C. When the computation for off-street parking spaces results in a fraction, the next highest integer shall apply, and off-street parking spaces shall be provided in a number equal to such integer.
- D. For specific uses not listed, the Director shall determine the appropriate number of parking spaces required based upon the type of activity, intensity, number of employees and similarity to listed uses.
- E. Off-street parking requirements for temporary uses, as specified in Section 18.03.250, will be determined by the Director on a case-by-case basis.
- F. Within the Downtown Business district (DB zone), the minimum parking requirements of this section may be satisfied in any one, or combination thereof, of the following ways:
  - 1. Off-street parking within the subject property boundaries to meet the requirements of Table 5.1.
  - 2. On-street parking within one-block radius of the subject property.
  - 3. Shared parking (joint use of parking spaces) within the subject property boundaries pursuant to the requirements of Section 18.05.225.
  - 4. Off-site parking, provided that the location of the off-site parking area is within a one-block radius of the property, and providing that a written agreement between the owner of the off-site parking facility property and the owner of the subject property is executed and presented to the Town prior to issuance of a certificate of occupancy for any use within the subject property.

**18.05.220 Truck and recreational vehicle parking.**

- A. In residential districts no truck exceeding two and one-half ton capacity, no truck-tractor or semi-trailer, earth moving equipment or other similar vehicle, object or machine which conflicts with the residential character of a neighborhood shall be parked or stored on any subdivided lot or within the public rights-of-ways or roadway, or for living or housekeeping purposes. Exceptions to this section are vehicles which may temporarily be conducting business within residential districts.
- B. No person shall keep, maintain, store or park any recreational vehicle (defined, for the purposes of this Section as any trailer of any type, boat, or detached pickup camper) on public rights-of-ways or private roadway within any zone district for a period of more than twenty-four (24) hours.
- C. The on-site parking of recreational vehicles in a residential zone district is allowed subject to the following restrictions:
  - 1. No recreational vehicle may be stored or parked on the property closer than eighteen (18) inches to the sidewalk or other nearest public rights-of-ways line.
  - 2. No recreational vehicle shall be parked in the visibility triangle defined in Section 18.07.110.
  - 3. No parked recreational vehicle may be used for the conduct of business or for living or housekeeping purposes.
  - 4. The recreational vehicle must be secured such that the vehicle is not moved by high winds.
  - 5. No recreational vehicle shall be stored out-of-doors on a residential lot unless it is in a safe, working condition.
  - 6. A recreational vehicle is permitted only on a driveway or adjacent and parallel to a driveway on a single-family residential lot, or in the paved parking lot of a multi-family residential community.
    - a. In a single-family residential district, the recreational vehicle must be parked on the side of the driveway closest to the property line, or close to the house within the side yard, space permitting.
    - b. If parked in the side yard, the recreational vehicle shall not extend past the house's front building line, excluding porches and/or stairs.
  - 7. A recreational vehicle must be parked on a hard surface such as, but not limited to, asphalt, concrete, rock, gravel or pavers. The area must be specifically designed for parking use and must be properly maintained. Parking on any grass and/or dirt area is prohibited.

**18.05.225 Shared parking facilities.**

- A. Where an owner or developer can document that two or more separate uses do not require the use of all parking spaces during the same hours, and that provisions have been made to ensure that all uses will have adequate parking, the Director may approve a shared use of parking spaces.
- B. The overall number of parking spaces serving multiple uses in close proximity to one another may be reduced through a shared parking arrangement, provided that:
  - 1. The parking spaces are within three hundred (300) feet of the property, except that the distance is extended to one thousand (1000) feet for employee parking;
  - 2. Based on information supplied by the applicant, the Director, or other sources, the aggregate parking demands at the highest use time is less than the total parking spaces required; and
  - 3. A copy of a recorded agreement by owners involved in such joint use is presented to the Director. Should the agreement expire or otherwise terminate, the use for which the shared parking was provided shall terminate and no owner shall maintain such use without 1) a substitute parking agreement, approved by the Director, or 2) the use is brought into compliance with the parking regulations of this Article.

**18.05.230 Modification or deferral of parking requirements.**

- A. The Director may consider deferral of parking requirements where the need for off-street parking is lessened due to unusual characteristics of use, and reliable data is available to establish that there is not a present need for additional parking.
  - 1. The Director may authorize the deferral of construction of not more than fifty percent (50%) of the required off-street parking spaces and may set such conditions as necessary to guarantee provision of such deferred parking spaces at such time as the Director determines such additional parking spaces are needed.
  - 2. The land area required for provision of deferred parking spaces shall be maintained and reserved and shall be landscaped pursuant to a plan approved by the Director, which shall demonstrate that the deferred spaces, when improved, will meet all requirements of this Article.
- B. The Director may increase or decrease the required number of off-street parking spaces in consideration of the following factors:
  - 1. Expected number of cars owned by occupants of dwellings in a planned unit development;
  - 2. Parking needs of any non-dwelling uses in a planned unit development; and
  - 3. Varying time period of use.

**18.05.235 Loading requirements.**

- A. General provisions.
  - 1. These loading requirements shall apply to those non-residential land uses which require that goods, merchandise or equipment be routinely delivered to or shipped from that land use.

2. Off-street loading areas shall be required so that vehicles using such loading areas can maneuver safely and conveniently to and from a public rights-of-ways and complete loading and unloading operations.
3. The number, size and other requirements for off-street loading spaces and berths shall be as specified below. Where the use of the premises is not specifically mentioned, loading requirements shall be determined by the Director based on requirements for similar uses, expected demand generated by the proposed use, and other information from appropriate traffic engineering and planning criteria.
4. Off-street loading requirements for temporary uses, as specified in Section 18.03.250, will be determined by the Director on a case-by-case basis.

**B. Commercial and institutional use standards.**

1. For commercial or institutional buildings greater than three thousand (3,000) square feet in area, an unloading area of at least twelve (12) feet by thirty (30) feet, with a minimum overhead clearance of fourteen (14) feet, shall be provided on the lot. This requirement may be waived by the Director if a portion of the off-street parking area is designed to function in a safe and attractive manner as the unloading area.
2. An area used for unloading shall not be used to meet the off-street parking requirements.

**C. Industrial use standards.**

1. For industrial buildings greater than three thousand (3,000) square feet in area yet less than twelve thousand (12,000) square feet in area, an unloading area of at least twelve (12) feet by thirty (30) feet, with a minimum overhead clearance of fourteen (14) feet, shall be provided on the lot.
2. For any industrial use in excess of twelve thousand (12,000) square feet in area, a loading berth of at least twelve (12) feet by thirty (30) feet, with a minimum overhead clearance of fourteen (14) feet, shall be provided on the lot. Depending on the specific building use and size, additional industrial loading berth requirements may be required in accordance with Table 5.2.

**Table 5.2  
Industrial Loading Berth Requirements**

Use	Aggregate GFA (Sq. Ft.)	Berths
Assembly uses	25,000--150,000	1
	150,000--400,000	2
	Each additional 250,000 or fraction thereof	1 additional
Freight terminals and other transportation facilities	12,000--36,000	1
	36,000--60,000	2
	60,000--100,000	3
	Each additional 50,000 or fraction thereof	1 additional
All other industrial uses	12,000--36,000	1
	36,000--60,000	2
	60,000--100,000	3
	Each additional 50,000 or fraction thereof	1 additional

**18.05.240 Stacking requirements.**

- A. The purpose of stacking space requirements is to promote public safety by alleviating on-site and off-site traffic congestion that might otherwise result from the operation of a drive-up or drive-through facility.
- B. For all applicable pickup, drop-off, drive-up or drive-through uses, the following off-street stacking requirements shall apply:
  - 1. Stacking spaces may be located anywhere on the building site, provided that traffic impacts on and off site are minimized and the location does not create negative impacts on adjacent properties due to noise, light or other factors.
    - a. A stacking space at a drive-in or drive-through window, menu board, order station, designated drop-off and/or pick-up zone, car wash or vehicle service bay is considered to be a stacking space.
    - b. An area reserved for stacking spaces may not double as an off-street parking space.
    - c. Stacking areas shall not interfere with vehicle or pedestrian circulation.
  - 2. A stacking space shall be a minimum of eight feet wide and twenty (20) feet long.
  - 3. A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of any school or child care center.
  - 4. Minimum off-street stacking space standards shall be as specified in Table 5.3.
  - 5. Off-street stacking requirements for temporary uses, as specified in Section 18.03.250, will be determined by the Director on a case-by-case basis.

**Table 5.3  
Vehicle Stacking Space Spaces**

<b>Type of Use</b>	<b>Number of Stacking Spaces</b>	<b>Measured From</b>
Bank, per teller lane	3	Teller window
Bank, per ATM	3	Teller machine
Child Care Center, per 6 students	1	Dropoff/Pick-up point
Retail sales, with pickup lane	3	Pick-up point
Restaurant, with drive through	8	Order box
Pharmacy, with drive through	3	Pick-up window
Car Wash, automatic	6	Bay entrance
Car Wash, self-service	3	Bay entrance

Car Wash, full service	4	Bay entrance
Veterinary Clinic Pet Drop-Off	3	Drop-off/Pick-up point
Auto Service Station, gas pump island	30 feet from each end of island	

**18.05.245 Design requirements.**

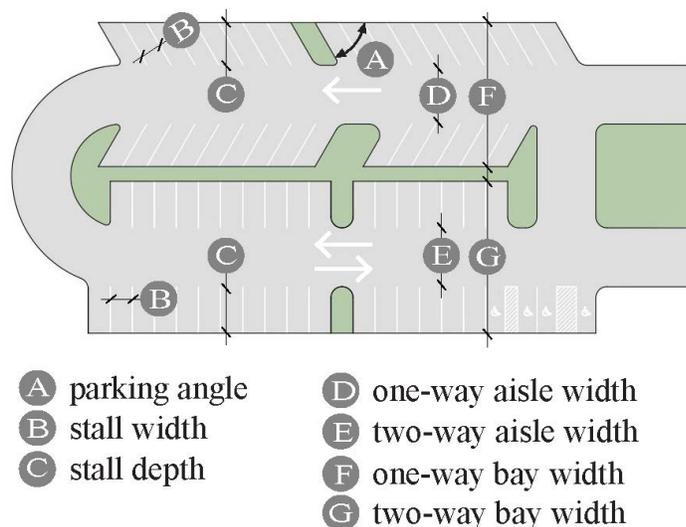
Parking, loading and stacking areas shall be designed and constructed in accordance with the following requirements and the requirements of the Town of Monument Roadway Design and Technical Criteria manual:

1. Access. Unobstructed, direct and safe access for vehicles to and from a street shall be provided for all off-street parking spaces.
  - a. Entry and exit points shall be located so as to provide the least number of access points and to maximize stacking space and distance from intersections and/or alleys.
  - b. The location, spacing and design of all proposed curb cuts to the public rights-of-ways shall be approved by the Director.
  
2. Surfaces. All access ways between a public street and off-street parking spaces or areas, and all off-street parking spaces, driveways and aisles shall be surfaced with asphalt or concrete.
  
3. Location of Parking Spaces.
  - a. All necessary accesses, driveways and other paved portions of parking areas shall not be located within required front yard setbacks except that driveways may cross setbacks by traversing the width of the setback but not generally traveling the length thereof.
  - b. Off-street parking spaces may be located on any part of the lot occupied by the buildings or uses for which such parking space is required; however, no parking space or aisle shall be established in a minimum front yard setback except in the single-family, attached single-family, and multifamily residential use areas with two, three or four dwelling units.
  - c. For single-family dwellings and multifamily dwellings with two, three or four dwelling units, off-street parking spaces shall be located on the same building lot as the dwelling. Parking of vehicles is permitted only on the driveway, parking area, or other paved surface on the property which is specifically designed for parking use.
  
4. Parking Area Layout.
  - a. Every parking area shall be designed according to Figure 5.4 and Table 5.4.
  - b. Each standard off-street parking space shall cover an area not less than nine (9) feet wide and eighteen (18) feet long except that up to thirty (30) percent of the number of off-street parking spaces provided may be eight (8) feet wide and sixteen (16) feet long, which spaces shall be marked for use by compact cars, with the words "Compact Only" painted on the space.

- c. If motorcycle or LSV (low speed vehicle) parking spaces are proposed, designation of the space painted on the pavement and a parking space no smaller than four and one-half feet wide by ten (10) feet long shall be provided. Such designated spaces shall not count towards the total required off-street parking spaces.
  - d. If electric vehicle (EV) charging station spaces are proposed, designation of the space with signage indicating the space is only for electric vehicle charging purposes and a parking space no smaller than nine (9) feet wide and eighteen (18) feet long shall be provided. Such designated spaces shall count towards the total required off-street parking spaces.
5. Garages and Carports. Off-street parking requirements may be met by garages and carports covering or enclosing spaces measuring nine (9) feet by eighteen (18) feet or greater.
6. Striping. All off-street parking spaces with the exception of single family and attached single family uses are required to be delineated by a four-inch-wide painted stripe.
7. Wheel Stops. All parking spaces abutting sidewalks less than six feet wide shall provide bumper/wheel stops, unless otherwise exempted by the Director.
8. Lighting. Security lighting shall be provided in all parking areas from sunset to sunrise. All lighting shall be in accordance with Article 3 of this Chapter.
9. Drainage Plans. A drainage plan in conformance with the Town's regulations shall be submitted for review to the Town. Such drainage plan or system shall be approved by the Town prior to the construction of any off-street parking.
10. Snow Storage. All off-street parking areas shall include space for snow storage and removal of snow.
- a. One (1) square foot of snow storage space is required for each three (3) square feet of parking, driveway, walkway and/or loading area to be cleared.
  - b. Up to fifteen (15) percent of the required parking spaces (not including ADA accessible parking spaces) may be designed for snow storage and removal.
  - c. Snow storage areas shall be designed so that snow is not stored in a manner where, when melting, it directly discharges into any watercourses, streets, pedestrian pathways and/or bicycle pathways.
  - d. Snow storage shall not be located on or within twenty-five (25) feet of wetlands, or within thirty (30) feet of the high-water mark on each side of a watercourse.
11. Parking Area Screening.

- a. A landscape screen shall be established between a parking area and adjacent roads. The screen shall be composed of plant materials, artificial structures, berms, or combinations thereof as approved by the Director.
  - b. Where abutting a legal, conforming residential use or zoning district, commercial parking areas shall be screened from the residential use utilizing coniferous vegetation, opaque fencing, wall, berm or similar visual barrier of a minimum five (5) feet in height. For residential uses that are developed after an adjacent, built commercial area that was not subject to this requirement, the required screening shall be installed by the residential developer.
12. Parking Area Landscaping. In an outside, off-street parking area with ten (10) or more spaces, one (1) tree shall be provided for every ten (10) vehicular parking spaces.
- a. Trees shall be located in planters or islands that are bounded on at least three sides by parking area paving. Only trees in parking area planters or landscaped islands can count towards the parking area tree requirement.
  - b. Trees shall be located to divide and break up expanses of paving and long rows of parking spaces to create a canopy effect.
  - c. Tree types shall be consistent with the Town of Monument Landscape Guidelines.
  - d. Planters or landscape islands shall be a minimum of one hundred sixty-two (162) square feet, with a minimum width of nine (9) feet, to accommodate the growth of trees and to prevent damage to the trees by vehicles. Trees must receive adequate irrigation to ensure survival.
  - e. Protection of existing tree(s) may be accomplished by relocation to other areas of the parking area.

**Figure 5.4  
Parking Dimensions and Layout**



**Table 5.4  
Parking Dimensions and Layout**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>Parking Angle</b>	<b>Curb Length (Feet)</b>	<b>Stall Length (Feet)</b>	<b>One Way Aisle Width (Feet)</b>	<b>Two Way Aisle Width (Feet)</b>	<b>One Way Bay Width (Feet)</b>	<b>Two Way Bay Width (Feet)</b>
0°	24.0	9.0	15.0	24.0	24.0	40.0
30°	18.0	18.0	15.0	24.0	51.0	60.0
45°	13.0	20.0	15.0	24.0	56.0	64.0
60°	10.5	21.0	18.0	24.0	60.0	64.0
90°	9.0	18.0	24.0	24.0	64.0	64.0

**18.05.250 ADA requirements.**

A portion of the required off-street parking spaces shall be specifically designated, located and reserved for use by persons with physical disabilities in accordance with the requirements specified in the Americans with Disabilities Act (ADA).

1. The minimum number of required ADA accessible parking spaces are listed in Table 5.5.

**Table 5.5  
Required ADA Accessible Parking Spaces**

<b>Total Parking Spaces</b>	<b>Minimum ADA Accessible Spaces Required</b>
1 – 25	1
26 – 50	2
51 – 75	3
76 – 100	4
101 – 150	5
151 – 200	6
201 – 300	7
301 – 400	8
401 – 500	9
501 – 1000	2 percent of total spaces
Above 1,000	20 spaces, plus 1 space for each 100 over 1,000 spaces or fraction thereof.

2. Parking spaces for the physically disabled shall have a minimum space width of eight (8) feet wide and eighteen (18) feet long, with an adjacent access aisle.
  - a. Access aisles shall be a minimum of five (5) feet wide and eighteen (18) feet long, extend the full length of the parking space(s) they serve and shall be marked.
  - b. One (1) in every eight (8) spaces, but not less than one (1), shall be designated as "Van Accessible" and served by an access aisle eight (8) feet in width.
  - c. All such spaces should be designated with a raised standard ADA identification sign; both painted on the space pavement and indicated with a pole sign. "Van Accessible" spaces shall be designated in the same manner.
3. A minimum overhead clearance of eight (8) feet shall be provided.
4. The maximum grades in the areas designated for handicap parking shall be two percent (2%) or less.
5. If a curb ramp is located where pedestrians must walk across the ramp, or where it is not protected by handrails or guardrails, it shall have flared sides: the maximum slope of the flare shall be 1:10. Curb ramps with returned curbs may be used where pedestrians would not normally walk across the ramp.
6. ADA accessible parking spaces shall otherwise meet all ADA standards for parking, access and ADA signage. Information on these requirements can be obtained at 1-800-514-0301 or at [www.accessboard.gov](http://www.accessboard.gov).

*Article 3*

*Lighting Standards*

**18.05.310 Purpose.**

The intent of these standards is to minimize the effects of lighting on the night sky in order to protect views of the night sky, to enhance safety, to minimize glare, and to minimize negative impacts of lighting, including light trespass, on adjacent properties.

1. Exterior lighting shall be evaluated during the development review process to ensure that the functional and security needs of a project are met in a way that will not adversely affect the adjacent properties or the surrounding neighborhood.
2. The degree to which exterior night lighting affects a property owner or neighborhood will be examined based upon the light source, level of illumination, hours of illumination and the need for illumination in relation to the effects of lighting on adjacent property owners and the neighborhood.

**18.05.320 Requirements.**

All exterior lights and illuminated signs shall meet the following requirements:

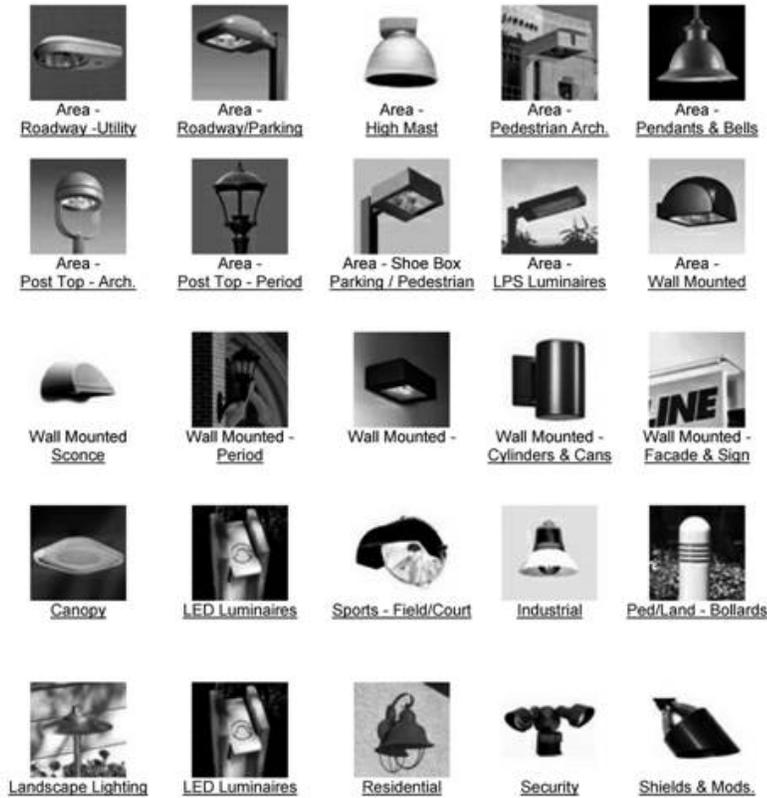
1. Be designed, located, installed and directed in such a manner to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property.
2. Be of a white light, such as metal-halide, incandescent, or a lamp with a color rendering index above seventy (70).
3. Not exceed the maintained horizontal illuminance recommendations set by the Illuminating Engineering Society of North America (IESNA) or an average illumination level of one and five-tenths foot candles for the illuminated area based on the initial illuminance level measured following one hundred (100) hours of operation. Undeveloped portions of lots such as open space tracts and/or unbuildable areas such as detention ponds shall not be included in the calculations for the average illuminance level. A uniformity ratio (average to minimum) of illuminance levels of 4:1 is recommended, with a maximum uniformity ratio of 10:1. Illuminance levels shall not exceed one-tenth foot candle as a direct result of the on-site lighting and interior building lighting measured twenty (20) feet beyond the property line of the development site.
4. Be full cut-off style fixtures for all parking area lighting.
5. Be illuminated with flush-mounted, flat lens light fixtures for all under-canopy areas.
6. Be shielded to prevent glare and/or light trespass from all building, site, sign, and aesthetic lighting.
7. Exclude up-lighting, which is prohibited for externally illuminated signs.

8. Be full cut-off or a fully shielded type fixture (unshielded wall pack style fixtures are not acceptable) for all building lighting including lighting for security. The source of lighting shall be fully shielded from pedestrians and motorists. Fixtures may not be tilted or aimed in a manner that results in light distribution above the horizontal plane unless expressly authorized in this Article.
9. Be required to be turned off one hour after business hours, leaving only the necessary lighting for site and building security for all nonessential lighting. For purposes of this subsection, nonessential lighting shall include display, aesthetic, and sign lighting. Security lighting at entrances, stairways and loading docks, as well as limited parking lot lighting, is permitted. The use of motion sensors for security lighting is strongly encouraged. Security lighting shall comply with all applicable provisions contained in this Article and may not exceed the maximum foot candle level permitted on the site. Outdoor display lots for vehicle sales and leasing shall also comply with the requirements of this subsection by reducing the light levels between 10:00 p.m. and 7:00 a.m. to illumination levels sufficient for security purposes only.
10. Have the following maximum mounting height:
  - a. Twenty-four (24) feet when the fixture is located within seventy-five (75) feet of the site's boundary; or
  - b. Thirty-five (35) feet when the fixture is located beyond seventy-five (75) feet from the site's boundary.
11. Poles supporting light fixtures designed to illuminate parking areas and drive entrances shall be round, unless an alternative is shown to be architecturally superior. The protective pole base may not exceed a height of thirty (30) inches from grade. If the pole is otherwise protected within a parking island or an intervening curb or walkway, no standard is required. A maximum of two light fixtures per pole is recommended for parking lots except for perimeter lighting, which should be limited to one fixture per pole. The fixtures shall not incorporate "basket" features or similar design elements that could deflect light horizontally or upward.
12. Bollards, or other similar light fixtures that do not exceed four feet in height, intended to illuminate landscape features or walkways, may be permitted as part of the overall lighting plan as part of approval of the site plan or final PUD site plan. A maximum of two fixtures per bollard and one lamp per fixture is recommended.
13. Illumination of a flagpole is permitted, provided that the source of illumination is shielded so the source of illumination is not visible to adjacent property, the lamp is aimed to only illuminate the top of the flagpole and the illumination complies with the provisions of this Article.
14. Illuminance of a building facade to enhance architectural features is permitted provided that downlighted wall-mounted fixtures are used and illuminance is contained completely within the vertical face of the building and does not spill off the building edge. Up-lighting may be permitted, provided no illuminance escapes the facade.

**18.05.330 Approved fixtures.**

The images in Figure 5.5 are examples of fixtures that have been approved by the International Dark-Sky Association. These fixtures minimize light pollution, glare, and light trespass.

**Figure 5.5  
IDA-Approved Fixtures**



**18.05.340 Exemptions.**

The following types of lighting are exempted from the requirements of this Article:

1. Outdoor lighting for sports and athletic fields. Outdoor lighting for sports and athletic fields shall:
  - a. Be installed with internal louvers and be full cut-off or fully shielded fixtures to minimize sky glow;
  - b. Not have floodlights aimed above sixty-two (62) degrees;
  - c. Have poles used for aerial sports such as baseball or softball at least seventy (70) feet in height to minimize sky glow and the effect upon surrounding uses; and
  - d. Be shut off within one hour after the game or event has ended and remain extinguished until one hour prior to the commencement of the next event.

2. Incandescent lighting of one hundred fifty (150) watts or fewer for each light fixture, and/or fluorescent lights of twenty (20) watts or fewer per fixture.
3. Temporary lighting for fire, police, emergency or repair workers.
4. Temporary lighting for construction activity or periodic events (such as fairs, carnivals and similar temporary uses), provided they do not create disability glare and are approved in advance by the Director.
5. Street lighting within public rights-of-way if in conformance with the Town's adopted Roadway Standards.

**18.05.350 Prohibited lighting.**

The following types of lighting are prohibited:

1. Lights that blink, flash, move, revolve, flicker, vary in intensity or color, and chase lighting, except lighting for temporary holiday displays and lighting for public safety.
2. Lighting that could be confused with a traffic control device.
3. Lighting of a type, style, or intensity determined to create disability glare which has a detrimental effect on motor vehicle traffic or otherwise creates a public hazard.
4. Strobe lights, searchlights, beacons and laser light, or similar upward or outward oriented lighting except as provided in this section.
5. High-intensity floodlighting except as approved for sports facility lighting.
6. Wall pack light fixtures that are not classified as full cutoff.

*Article 4*

*Landscape Standards*

**18.05.410 Purpose.**

These landscaping regulations have been adopted for the primary purpose of conserving the need for water used for irrigation and also for the following reasons:

1. To maximize drainage and erosion controls;
2. To maximize energy efficiency by utilizing wind breaks, reducing heat reflection and absorption, and minimizing solar gain;
3. To reduce noise and visual problems associated with incompatible land uses;
4. To encourage the preservation of wildlife; and
5. To encourage the beautification of Monument.

**18.05.420 Landscape plan required.**

- A. A detailed landscape plan (including irrigation, plant and material specifications) for any development requiring site plan approval shall be prepared by a registered landscape architect and submitted to the Town prior to the issuance of building permits. A landscape plan is also required for any additions or changes in commercial/industrial uses which need a building permit, or rezoning of an existing developed parcel.
- B. The landscape plan shall include an irrigation plan pursuant to the Town's Landscape Guidelines, or in cases where a water source is not available to a site, a statement from the property owner that manual watering will be conducted until landscaping is established, along with a schedule for manual watering by the property owner.
- C. It shall be the responsibility of the Director to review all landscape plans. The Director shall also be responsible for monitoring the progress and completion of the approved landscaping plans.
  1. Except in the case of single-family residences, a certificate of occupancy will not be issued until a preliminary inspection indicates that all requirements of the landscaping standards have been met, or alternatively, that completion of such requirements has been assured by the provision of a security interest or surety acceptable to the Director in the amount of at least 125% of the full replacement cost of the required landscaping materials, in which case a temporary certificate of occupancy may be issued on the condition that the security interest or surety not be released until final inspection.
  2. The inspecting official will be designated by the Director. Final inspection of the landscaping shall occur within one (1) year after preliminary inspection. In the event the landscaping has not been completed pursuant to the approved plan, or has not survived and has not been replaced, the Director may either:

- a. require the owner to replace the failed materials and extend the security and final inspection period for an additional growing season; or
  - b. call upon the security interest or surety to complete the requirements.
- D. Landscaping installed without a specific plan approval or landscape plans approved under the requirements of a previous version of the Town landscaping regulations can be brought within the requirements of this Article by submitting a revised landscape plan to the Director. If the submitted landscape plan provides greater compliance with the current landscape regulations at the time of submittal, it may be approved by the Director.

**18.05.430 General site standards.**

- A. Steep Slopes. Slopes over a ten (10) percent grade shall be landscaped with ground cover. For a listing of suggested ground cover types see the Town of Monument Landscaping Guidelines.
- B. Erosion Control. In development greater than two and one-half (2 ½) acres, removal of existing vegetation shall be limited as much as practicable by:
  - 1. Exposing as small an area of soil as possible;
  - 2. Exposing the area for as short a time as possible;
  - 3. Marking or erecting barriers to prevent damage from construction equipment; and
  - 4. Providing protection of barren areas with temporary vegetation or mulches during construction.
- C. Existing Trees. The removal of existing trees shall be prohibited unless approved by the Director. All healthy trees removed greater than six (6) inches in diameter shall be replaced by trees of at least two (2) inches in diameter. Trees that are listed as noxious by the United States Department of Agriculture or the Colorado Department of Agriculture can be removed without complying with the requirements of this Section. Any tree removal required to implement an approved site plan or subdivision design is exempted from this Section. Nothing in this Section is intended to prevent the emergency removal of trees during a fire emergency or other natural disaster.
- D. Rights-of-ways. The property owner of land abutting a constructed public rights-of-ways is responsible for landscaping and maintenance of any rights-of-ways area between the property line and the roadway, unless otherwise maintained by the Town, a Special District, or Home Owners Association.

**18.05.440 Development type standards.**

- A. For all residential developments, including assisted living and multi-family type uses, landscaping on an individual lot shall be installed according to the following requirements:

1. A maximum of twenty-five (25) percent of a lot's pervious area may consist of an approved, drought-tolerant turf grass. Synthetic turf or other similar types of materials may substitute for all or a portion of this area upon approval of the Director.
2. A minimum of one (1) tree for every dwelling unit shall be planted in the front yard or one (1) for every sixty (60) feet of lot frontage, whichever provides the largest amount.
3. Pervious area not covered by turf grass shall be covered with a combination of natural colored cobble or gravel, wood mulches, and native grasses. Living plant material must account for at least sixty (60) percent of the entire pervious lot area (at plant maturity).
4. All irrigation systems shall be designed with a drip or micro-spray system which uses a minimal amount of water.
5. See Section 18.05.245 11 and 12 for parking area screening and landscaping standards.

B. For all non-residential developments, landscaping shall be installed according to the following requirements:

1. A minimum of ten (10) percent of the lot shall be landscaped area.
2. A combination of deciduous, ornamental, and evergreen trees shall be installed at the ratio of one (1) tree per nine hundred twenty-five (925) square feet of required landscaped area.
3. No turf grasses of any kind are permitted unless approved by the Director for special circumstances or purposes of continuity with existing adjacent landscaping or accents. Synthetic turf or other similar types of materials may substitute for all or a portion of this area at the discretion of the Director.
4. A maximum of fifty (50) percent of the required landscaped area may utilize non-irrigated native grasses. The actual allowable percentage may be limited and will be established by the approval of the Director as a part of the overall plan review. Open areas with the purpose of providing mandated drainage facilities will not be included in the fifty (50) percent area determination. Areas planted with non-irrigated native grasses must receive irrigation during establishment phase.
5. The landscaped area not planted with native grasses will have wood mulch and/or decorative rock. Shrubs, ornamental grasses, and ground cover shall be installed in an aesthetic combination in these areas according to the minimum ratio of eight (8) shrubs, ornamental grasses, or ground cover plants per one hundred (100) square feet of landscape area. Landscaped areas must have working irrigation at the time of planting or receive irrigation manually until irrigation systems have been installed.
6. The number of plants may be reduced for each additional tree, above the required number, at the ratio of ten (10) plants for each additional tree, providing that in no case, shall the number of plants be reduced to less than five (5) plants per one hundred (100) square feet of required landscape areas.

7. See Section 18.05.245 11 and 12 for parking area screening and landscaping standards.

**18.05.450 Landscape material specifications.**

- A. Any combination of trees and two (2) or more of the following plant materials shall be installed: shrubs, vines, ground cover, flowers or turf grass.
  - 1. The installed plant materials shall be selected from the Town of Monument Landscape Guidelines unless otherwise approved by the Director. Plant materials requiring the least water are recommended.
  - 2. Natural features such as rock, stone, bark or structural features including, but not limited to sidewalks, fountains, reflecting pools, art works, screen walls, fences or street furniture may be installed if the sight distance triangle is maintained.
  - 3. Artificial plants are prohibited.
- B. The minimum planting/installation size and characteristics of plant materials shall be as follows:
  - 1. Deciduous shade trees: one and one-half (1 ½) inch caliper measured six (6) inches above the ground, balled and burlapped.
  - 2. Deciduous ornamental trees: one (1) inch caliper measured six (6) inches above ground, balled and burlapped.
  - 3. Evergreen trees: six (6) feet in height above ground, balled and burlapped.
  - 4. Evergreen and deciduous shrubs: one (1) or five (5) gallon size, depending on the spacing of the plants.
  - 5. Ground covers, ornamental grasses, and vines: one (1) gallon, or five (5) gallon size, depending on the spacing of the plants.
  - 6. Equivalent sizes to those mentioned above may be used at the discretion of the Director.

**18.05.460 Landscape maintenance.**

- A. The property owner shall be responsible for regular weeding, irrigating, fertilizing, pruning or other maintenance for all plantings, artificial structures, berms, swales or street furniture.
- B. Plant materials which exhibit evidence of insect pests, disease and/or damage shall be appropriately treated and dead plant materials shall be replaced.
- C. A penalty for not maintaining landscaping may be assessed upon recommendation of the Director, not to exceed ten (10) percent over the total cost of labor and materials to maintain the approved landscaping plan.

**18.05.470 Landscape fire mitigation.**

- A. Purpose. The purpose of this Section is to preserve and protect the public health, safety, and welfare of the citizens of Monument by allowing for the cutting or removal of existing vegetation.
  - 1. This action will help citizens and businesses with fire mitigation efforts within the incorporated areas of the Town of Monument.
  - 2. This action is necessary in order to prevent potential loss of property and lives due to uncontrolled fires, and due to the frequent dry weather in the area.
- B. Application. This Section shall apply throughout the incorporated town limits of Monument including public and private lands.
- C. Definition. For purposes of this Section, fire mitigation shall be limited to the removal of existing trees greater than two (2) inches in diameter when done so in an effort to protect property and lives from the potential impacts of uncontrolled fires.
- D. Unlawful Acts. It shall be unlawful for any person to remove existing trees or vegetation greater than two (2) inches in diameter when not done for fire mitigation or as allowed in Section 18.05.430C.
- E. Site Plan. A site plan shall be submitted to the Director prior to removal of existing trees for fire mitigation showing existing trees and those trees proposed to be removed for fire mitigation. A schedule showing when the fire mitigation will be performed and when it will be completed, and a plan for disposal of the vegetation removed for fire mitigation.

*Article 5*

*Downtown Design Standards*

**18.05.510                    Second Street.**

- A. Location. The design standards in this Section apply to all uses on Second Street from Beacon Lite Road to Mitchell Avenue in the DB (Downtown Business) zone district. In the event of conflict between the standards in this Article and a standard elsewhere in this Chapter on the same subject, the standards in this title control.
- B. Design Objectives.
  - 1. All development and redevelopment shall contribute toward creating a vibrant and attractive "downtown" core, maintaining the traditional historic architecture character, providing an inviting physical entryway into the downtown and a smooth visual transition from primary commercial streets to the residential areas and maintaining a continuity of storefronts and outdoor seating areas along the sidewalk's edge that creates a pedestrian-oriented business and entertainment environment.
  - 2. The creation of attractive plazas and paseos (walkways) leading to stores on the alleys or that are placed back from the streets), where applicable, shall be encouraged.
- C. Structure Mass and Orientation.
  - 1. The outside building walls or improvements are encouraged to be located on the outmost parcel boundaries, with the exception that buildings on alleys shall be set back five (5) feet from an alley to provide space for the landscaping and snow storage. Restaurants are encouraged to be set back from the property line with outdoor seating areas located next to sidewalks.
  - 2. A minimum 1:1 floor area ratio (building area equals the lot footprints) is encouraged.
  - 3. Minimum height is one and one-half stories or fifteen (15) feet, with a maximum height of thirty-five (35) feet or two stories. Buildings two and one-half to three stories can be considered if the upper stories are recessed and shadow and view studies demonstrate the building would not create significant shadows or have a significant negative impact on surrounding views.
  - 4. Buildings located on a corner are encouraged to have an entrance facing the corner.
- D. Exterior Architectural Design.
  - 1. All buildings adjoining a street, public walkway, parking lot, plaza, or other public space shall have an articulated and distinct façade and an identifiable, attractive entrance facing each street.
  - 2. Structures shall have varied fenestration patterns (location of doors and windows) that provide visual interest and a compatible transition of mass, scale, and articulation with adjacent uses.

- a. For commercial buildings, each façade shall incorporate traditional façade components including kick plates, large display windows, transom windows, recessed entries, sign panels, and parapet moldings or cornices. Window sills shall be no more than twenty-four (24) inches above the floor level. Upper floors can be more solid with smaller openings.
  - b. For residential buildings, the building floor shall be raised such that windows are above the pedestrian's eye level above the sidewalk. Large covered front porches or covered stoops shall be provided. An open style fence or wall and landscaping shall be provided to separate the residential building from the street and create a "defensible space". Residential uses are encouraged to be located on the "side streets", rather than on Second Street.
3. A distinction between upper and lower floors shall be established through the use of predominantly horizontal trim materials and features such as balconies and awnings.
  4. Balconies may be provided on upper floors provided their design complements the building's architecture and otherwise complies with these recommendations.
  5. Large awnings are encouraged to provide depth to façades and to shade the storefront. Awnings may extend into setbacks over sidewalks. If the awnings are located within street rights-of-way or Town-owned property, a revocable permit is required from the Town.
  6. "Green" building design, such as the incorporation of features to conserve energy, is encouraged.

E. Exterior Building Materials and Exterior Colors.

1. Exterior building materials shall generally be composed of attractive materials native to the Monument area or Colorado's Front Range, such as brick and stone masonry, stucco, native flagstone, finished lumber, finished metal, ceramic tiles, and concrete used for lintels and columns.
  - a. Materials and colors shall complement the adjoining buildings.
  - b. Where brick is used as the predominant building material, brick shall not be painted. Murals, as defined in Chapter 7 of this title, are exempt from this provision.
  - c. Where cement block is used, it shall be ground or split face or have a special finish.
  - d. Realistic looking "faux" and cultured materials may be used. Vinyl siding, distinctly artificial appearing materials, and unfinished materials such as cinder blocks, are prohibited.
  - e. The use of river rock is discouraged.
2. A variety of trim materials must be used to provide articulation and visual interest. Building trim shall be of brick and stone masonry, stucco, finished lumber, finished metal, ceramic tiles, or concrete used as lintels and columns, and/or other similar materials.

3. Colors shall be from an accepted commercial historic Colorado palette or a color palette approved by the Town.
- F. Roof Design. Roofs facing Second Street shall be flat, but hipped roofs will be considered on a case by case basis if they complement the historic buildings in the area.
- G. Illumination.
1. Lighting that contributes to a traditional downtown ambience, including wall mounted sconces that complement the historic street lamps, is encouraged. All lighting or illumination of the exterior of the building shall comply with Article 3 of this Chapter.
  2. Illuminated building trim, such as neon lighting, is not allowed.
- H. Signs
1. Projecting signs shall be constructed of painted wood, wrought iron, or similar natural appearing materials.
  2. Wall signs shall be integrated into the building design and scale, and complement the architecture.
  3. Permanent window signs with individual lettering are encouraged.
  4. Signs shall not be internally illuminated.
  5. Pylon signs are prohibited.
  6. All signs shall comply with Chapter 6 of this title.
- I. Parking.
1. If off-street parking is provided, it shall be located in the rear of the lot with access from the alley if possible. Parking areas or garages fronting Second Street are strongly discouraged unless a storefront or storefront appearance can be achieved which meets the Exterior Architectural Design and Exterior Building Materials and Exterior Colors criteria in these guidelines. See Article 2 of this Chapter for additional standards regarding shared, on-street, off-street, and off-site parking.
  2. Bicycle parking is strongly encouraged in locations where it will not block sidewalks.
- J. Landscaping.
1. The developer/property owner is responsible for providing landscaping and/or landscaping/streetscape treatments between the curb and the property line, subject to the approval of a site plan by the Director.

2. Any new buildings or substantial redevelopment shall provide street trees along the sidewalk adjacent to their business. Spacing of the trees shall be of consistent spacing as determined by the Director. Trees shall be provided in tree grates that are flush with the sidewalk and of a design consistent with the DB zone district.
3. The following streetscape treatments may be provided in lieu of other landscape requirements in the Chapter:
  - a. Accessory furniture such as benches, trash containers, and bicycle racks of a design consistent with the DB zone district.
  - b. Window planters and/or pots for flowers and plants. If the pots will impede pedestrian traffic, window planters shall be provided for each window facing a street.
  - c. Artwork and fountains with recycling water as long as they do not impede pedestrian traffic.
4. Decorative paving for plazas, patios, in front of building entrances, and other paving on private property is encouraged as long as it complements paving materials in the area.

K. Screening.

1. All service facilities, including dumpsters and accessory buildings shall be completely screened with materials and colors that match or complement the main building.
2. All roof top mechanical equipment shall be completely screened by the roof or a parapet wall or by utilizing features such as chimney chases, and shall be painted or colored to match or complement adjoining building colors. All other mechanical equipment shall either be screened from view or painted or colored to match or complement adjoining building colors.

L. Fencing/Walls.

1. Fences shall be of a traditional urban design with an open pattern such as wrought iron or painted wooden pickets, and be no taller than three (3) feet along a street frontage.
2. Walls shall be of a traditional urban design, constructed of stone, stucco, or brick masonry, and be no taller than three feet along any street frontage.

**18.05.520 Side Streets.**

- A. Location. The design standards in this Section apply to all uses on side streets connecting with Second Street in the DB (Downtown Business) zone district.
- B. Design Objectives. All development and redevelopment shall contribute toward creating a vibrant and attractive "downtown", maintaining the traditional historic architectural character of the side streets, provide a smooth visual transition from primary commercial streets to the residential areas and maintain a continuity of storefronts and outdoor seating areas that creates a pedestrian-oriented environment.

C. Structure Mass and Orientation.

1. A minimum 0.5:1 floor area ratio (building area equals one-half the lot footprint) shall be provided.
2. Minimum height is one and one-half stories or fifteen (15) feet, with a maximum height of thirty-five (35) feet or two stories.
3. Buildings on alleys shall be set back five (5) feet from an alley to provide space for the landscaping and snow storage.
4. Garages for commercial uses shall be located behind the principal buildings unless they have a façade design which meets the architectural standards for the principal use.
5. Garages for residential uses shall be located behind the residence or, if attached, shall be located at the rear of the building. If located in the front, the garage shall be side-loaded and incorporate architectural features such as front windows and trim, designed to appear as part of the main house, rather than appearing as a garage.

D. Roof Design. Roofs can be flat or hipped, and must match or complement the historic buildings in the area.

E. Parking.

1. Off-street parking shall be located in the rear of the subdivided lot and be accessed from the alley if possible. If alley access is not available, drives shall be located on the side of the subdivided lot to provide access to the rear parking areas. The drives shall be shared by adjoining subdivided lots wherever possible.
  - a. If parking cannot be located in the rear, it may be located on the side of the building.
  - b. Off-street parking may be located in the front of the building only when the configuration of an existing building or subdivided lot is such that the parking cannot be reasonably located in the rear or side of the subdivided lot.
  - c. Parking visible from the front street or adjoining properties on either side must be screened with landscaping and/or decorative fences not to exceed three (3) feet in height. See Article 2 of this Chapter for additional standards regarding shared, on-street, off-street and off-site parking.

F. Landscaping.

1. The developer/property owner is responsible for providing landscaping between the curb and the property line, i.e., a "tree lawn" with street trees and ground cover such as sod, flower beds, and bushes in accordance with the Town's Landscape Guidelines.
  - a. Street trees shall be provided by the developer/owner in locations determined in conjunction with approval of a landscape plan by the Town for a development or redevelopment.

- b. Detached sidewalks are encouraged.
  - 2. If the building is located on the front lot line, the project may follow the Second Street landscaping requirements, and the Director will determine whether paving or a tree lawn is appropriate based on the existing landscaping on the block.
- G. Accessory Uses and Buildings. Accessory buildings shall be consistent with the design of the main building, and shall use the same materials and colors.

## Chapter 18.06: Signs

### SECTIONS:

<i>Article 1</i>	<i>Purpose and Applicability</i>
<b>18.06.110</b>	<b>Purpose</b>
<b>18.06.120</b>	<b>Intent</b>
<b>18.06.130</b>	<b>Application</b>
<i>Article 2</i>	<i>Administration and Procedures</i>
<b>18.06.210</b>	<b>Permit required</b>
<b>18.06.220</b>	<b>Minor modifications to sign standards</b>
<b>18.06.230</b>	<b>Master sign plan</b>
<b>18.06.240</b>	<b>Exempt signs</b>
<b>18.06.250</b>	<b>Prohibited signs</b>
<b>18.06.260</b>	<b>Nonconforming signs</b>
<i>Article 3</i>	<i>Standards</i>
<b>18.06.310</b>	<b>Sign standards by zoning district</b>
<b>18.06.320</b>	<b>Permanent signs</b>
<b>18.06.330</b>	<b>Temporary signs</b>
<b>18.06.340</b>	<b>Sign measurement</b>
<i>Article 4</i>	<i>Design, Installation and Maintenance</i>
<b>18.06.410</b>	<b>Sign design</b>
<b>18.06.420</b>	<b>Sign installation</b>
<b>18.06.430</b>	<b>Sign maintenance</b>
<b>18.06.440</b>	<b>Sign alteration</b>
<b>18.06.450</b>	<b>Sign removal</b>

*Article I*

*Purpose and Applicability*

**18.06.110 Purpose.**

These sign regulations are established to safeguard the health, safety, convenience, order and welfare of all residents of Monument, Colorado. The purpose of this Chapter is to provide a balanced and fair legal framework for the design, construction, and placement of signs that:

1. Promote the safety of persons and property by ensuring that signs do not create a hazard by:
  - a. Confusing or distracting motorists;
  - b. Impairing drivers' ability to see pedestrians, obstacles or other vehicles, or to read traffic signs; or
  - c. Interfering with traffic safety, or otherwise endanger public safety.
2. Promote the efficient communication of messages, and ensure that persons exposed to signs are not overwhelmed by the number of messages presented;
3. Protect the public welfare, improve the visual environment, and enhance the appearance and economic value of the landscape by reducing and preventing sign clutter;
4. Minimize incompatibility between signs and their surroundings, and prevent the construction of signs that are a nuisance to occupants of adjacent and contiguous property due to brightness, reflectivity, bulk, or height;
5. Ensure that Town rights-of-way are used in a manner consistent with the public interest;
6. Enhance property values and business opportunities;
7. Foster economic development while providing adequate standards for the display of signs;
8. Assist in wayfinding;
9. Provide fair and consistent permitting and enforcement; and
10. Provide citizens within the Town of Monument ample opportunity to exercise their rights to free speech.

**18.06.120 Intent.**

It is the intent of these regulations to provide for the proper control of signs in a manner consistent with the First Amendment guarantee of free speech. It is not the intent of these regulations to regulate signs based on the content of their messages. Rather, this Chapter advances important, substantial, and compelling governmental interests.

1. The incidental restriction on the freedom of speech that may result from the regulation of signs hereunder is no greater than is essential to the furtherance of the important, substantial, and compelling interests that are advanced by this Chapter.
2. The Town has a substantial and compelling interest in preventing sign clutter (which is the proliferation of signs of increasing size and dimensions as a result of competition among property owners for the attention of passing motorists and pedestrians), because sign clutter:
  - a. Creates visual distraction and obstructs views, potentially creating a public safety hazard for motorists, bicyclists, and pedestrians;
  - b. May involve physical obstructions of streets or sidewalks, creating public safety hazards;
  - c. Degrades the aesthetic and essential historic character of the Town, making the Town a less attractive place for tourism, commerce, and private investment; and
  - d. Dilutes or obscures messages displayed along the Town's streets through the proliferation of distracting structures and competing messages.
3. The Town has a substantial and compelling interest in preventing traffic accidents.
4. The Town has a substantial and compelling interest in preventing negative impacts associated with temporary signs. Temporary signs may be degraded, damaged, moved, or destroyed by wind, rain, snow, ice, and sun, and after such degradation, damage, movement, or destruction, such signs harm the safety and aesthetics of the Town's streets if they are not removed.
5. Certain types of speech are not constitutionally protected due to the harm that they cause to individuals or the community. The Board of Trustees finds the limited prohibitions on such signs in this chapter are the minimum restrictions necessary and appropriate to protect the public.

**18.06.130 Application.**

The provisions of these regulations shall apply to the display, construction, erection, alteration, use, maintenance, and location of all signs within the Town of Monument.

1. If any provision of this Chapter conflicts with any other adopted Town code that regulates signs, the more restrictive standard shall apply provided, however, to the extent an approved, unexpired and currently effective Planned Development (PD) as described in Section 18.03.430 includes specific sign allowances and/or restrictions that directly conflict with these regulations, the approved PD regulations shall apply to the extent of the conflict. In lieu thereof, the property owner may elect to fully comply with these regulations in the area of the conflict.
2. The Town recognizes other regulations pertaining to signage (i.e., State of Colorado, Department of Highways, "Rules and Regulations Pertaining to Outdoor Advertising," effective January 1, 1984, and as may be amended). Where any provision of this Chapter covers the same subject matter as other regulations, the more restrictive regulation shall apply.

3. Nothing in this Chapter shall be construed as a defense to a violation of applicable State or federal law.
4. Signs shall be permitted in the various zoning districts as accessory structures in accordance with these regulations.
5. All signs displayed, constructed, erected or altered on the effective date of this title (\_\_\_\_\_, 2021) shall be in conformance with the provisions of these regulations. All signs that are existing at the time of the adoption of these regulations shall not be altered or enlarged without being brought into conformance with these regulations.

*Article 2*

*Administration and Procedures*

**18.06.210 Permit required.**

- A. No sign may hereafter be erected, displayed or substantially altered or reconstructed except in conformance with this Chapter and after a permit has been issued by the Town.
  - 1. An application for a sign permit shall be submitted on a form provided in Appendix One.
  - 2. In addition to the required sign permit, a building permit may be required by the Director for signs incorporating structural elements or attached to buildings. Electrical permits will be required for illuminated signs or other signs with electrical components.
  - 3. Changing or replacing the copy on an existing sign shall not require a permit.
  - 4. No permit is required for routine maintenance, or for replacement or repair of a sign or sign structure that has been damaged from an Act of God or an accident. The sign must conform to all of the applicable provisions of this Chapter, with no change in the design or location of the sign.
- B. Upon receipt of a complete sign permit application, the Director shall review the same for compliance with this Chapter, and approve, approve with conditions, or deny the application. A denial of a sign permit by the Director may be appealed to the Board of Adjustment. All appeals to the Board of Adjustment shall be in accordance with the procedures provided in Section 18.01.530.
- C. The Director shall have the right to inspect the proposed sign location prior to acting on the application, and to inspect the sign after construction to ensure compliance with this Chapter and any conditions of approval.
- D. No person issued a sign permit under this Chapter shall change, modify, alter or otherwise deviate from the terms or conditions of the permit without first requesting and obtaining approval to do so from the Planning Department.
- E. If the Town finds that work under any permit issued does not comply with the information supplied in the permit application or violates any provision of this Chapter, any special condition or regulation placed thereon, or any other ordinance of the Town, the Code Enforcement Officer shall notify, in writing, the owner of the business to which the sign applies. If the violation is not corrected within thirty (30) days, the Planning Department shall revoke the permit and cause the sign to be removed in accordance with Section 18.06.450.
- F. The Director shall not refund any permit fees paid under this Chapter if any permit is revoked or expires.

**18.06.220 Minor modifications to sign standards.**

- A. The Director shall be authorized to grant minor modifications of any sign standard, including but not limited to sign area modifications of ten percent (10%) or less, subject to the approval criteria noted in subsection B below. Such actions may be taken in order to encourage the implementation of alternative or innovative practices that provide equivalent benefits to the public.
- B. Approval criteria. Minor modifications may be approved by the Director only upon a finding that all of the following criteria have been met:
  - 1. The requested modification eliminates an unnecessary inconvenience to the applicant and will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public;
  - 2. Any adverse impacts resulting from the minor modification will be mitigated to the maximum extent practical; and
  - 3. The requested minor modification is either:
    - a. Of a technical nature and is required to compensate for some practical difficulty or unusual aspect of the site or the proposed sign; or
    - b. An alternative or innovative design practice that achieves to the same or better degree the objective of the existing design standard sought to be modified.
- C. An applicant requesting a modification to the sign standards that does not qualify as a minor modification must obtain a variance per Section 18.01.530.

**18.06.230 Master sign plan.**

- A. Master sign plans are required as a part of the site plan process for all commercial projects with multiple lots or buildings or multiple tenants. Master sign plans are also required for all new signs on multiple tenant buildings or centers with multiple lots. For any multi-tenant center, industrial park or other unified form of commercial site development or redevelopment, the applicant shall submit a master sign plan with a sign permit application that consists of coordinated and/or shared signage for the entire development.
- B. Approval criteria. A master sign plan shall be in accordance with the following criteria:
  - 1. Signs shall meet the design criteria established in Section 18.06.410.
  - 2. In reviewing an applicant's submittal of a master sign plan, the Director may vary standards for area, height and number of individual signs.

3. The Director may approve up to a twenty percent (25%) change in one or more dimensional or numerical standards based on the applicant demonstrating the change is warranted by a master sign plan which represents exceptional design.

**18.06.240 Exempt signs.**

- A. Generally, the following types of signs are exempt from the sign permit requirements of Section 18.06.210 above, subject to the provisions of this Section. Exempt signs include:
  1. Signs erected by the Town or by any federal, State or county government agency. These signs may be illuminated for safety purposes.
  2. Any public purpose/safety sign and any other notice or warning required by a valid and applicable federal, State or local law, regulation or resolution. These signs may be illuminated for safety purposes.
  3. Signs displayed on motor vehicles that are being operated or stored in the normal course of a business; but only if such vehicles, which are used on a regular basis for the business, are parked or stored in areas appropriate to their use.
    - a. Signs on vehicles shall not project beyond the surface of the vehicle in a manner which creates a hazard to pedestrians, cyclists, or other vehicles.
    - b. It shall be unlawful to place or store a vehicle with a sign on it in such manner as to increase the permitted sign area or number of signs for a non-residential use of property which, or adjacent to which, the vehicle is placed or stored.
  4. Flags that are affixed to permanent flagpoles or flagpoles that are mounted to buildings (either temporary or permanent) provided that such flag maintains a minimum clearance of eight (8) feet from any travel surface and does not exceed sixty (60) square feet. Flagpoles shall not exceed a height of thirty-five (35) feet, and shall be set back a minimum of five (5) feet from a public right-of way.
  5. Temporary decorations or displays may be of any type, number, area, height, location, illumination or animation provided that such decorations or displays:
    - a. Are maintained and do not constitute a fire hazard; and
    - b. Are located so as not to conflict with, interfere with or visually distract from traffic regulatory devices.
  6. Architectural features or permanent building decorations which are integral to the design of a building or provide an artistic accent, provided they comply with building height limits and setback requirements applicable to the property on which they are located.
  7. Handheld signs, as defined in Section 18.07.110 provided such signs are not set down or propped on objects.

8. Incidental signs as defined in Section 18.07.110 which do not exceed two (2) square feet in sign area.
  9. Sandwich board signs, as defined in Section 18.07.110 and subject to the standards in Section 18.06.330.
  10. Site signs, as defined in Section 18.07.110 and subject to the standards in Section 18.06.330.
  11. Wall-mounted display signs, as defined in Section 18.07.110, subject to the standards in Section 18.06.320.
  12. Window signs, as defined in Section 18.07.110, that are painted on, attached to or placed within four (4) feet of the inside of a window. Window signs must comply with the lighting requirements of these regulations. Window signs shall not:
    - a. Extend beyond the first story of the building on/in which they are located, or
    - b. Cover over fifty percent (50%) of the total window area for the entire wall of the use.
  13. Yard signs, as defined in Section 18.07.110 and subject to the standards in Section 18.06.330.
- B. All signs not listed in this Section (and that are not prohibited under Section 18.06.250) require a sign permit pursuant to Section 18.06.210.
1. Unless otherwise specifically provided in subsection A above, exempt signs may not be illuminated.
  2. Exempt signs shall otherwise be in conformance with all applicable requirements of this Chapter, and the construction and safety standards of the Town.

**18.06.250 Prohibited signs.**

- A. The following types of signs are prohibited except as noted:
1. All signs not expressly permitted under this Chapter or exempt from a sign permit in accordance with Section 18.06.240.
  2. Signs not meeting the requirements of the Pikes Peak Regional Building Code of the Pikes Peak Regional Building Department.
  3. Any sign that obstructs access to or impedes operation of any window, door, fire escape, stairway, ladder or opening intended to provide light, air, ingress or egress for any building or structure as may be required by law.

4. Any sign or sign structure which is structurally unsafe, constitutes a hazard to safety or health by reason of inadequate maintenance, abandonment, dilapidation or obsolescence and/or is not kept in good repair.
5. Any sign other than traffic control signs, that is erected, constructed or maintained within, over or upon a public right-of-way, except awning signs, canopy signs, flags, projecting signs and sandwich board signs in conformance with this Chapter or other temporary signs otherwise granted permission for such location by the Town or the Colorado Department of Transportation.
6. Any sign that impedes pedestrian or vehicular movement, or is erected in such a location as to cause visual obstruction or interference with motor vehicle traffic or traffic-control devices, including any sign that obstructs clear vision in any direction from any street intersection or driveway.
  - a. No sign greater than thirty (30) inches in height may be permitted to locate within a visibility triangle, other than a sign for traffic control.
  - b. Signs shall not be erected so as to interfere, visually or otherwise, with the effectiveness of any pedestrian sidewalk or way.
7. Any sign attached to any utility pole or structure within any public right-of-way.
8. Any sign that projects, overhangs or otherwise is located in the public right-of-way, except as specifically provided for in this Chapter.
9. Any sign attached to a tree or other plant materials.
10. Any sign painted, erected and/or constructed upon, above or over the roof or roofline of any building.
11. Any flashing, rotating or moving sign, animated sign, sign with moving lights or sign which create the illusion of movement, except for electronic message centers subject to the standards in Section 18.06.320 B.
12. Any sign with mirrored surfaces.
13. Bandit signs, as defined in Section 18.07.110.
14. Cabinet signs, as defined in Section 18.07.110, unless approved as part of a master sign plan. See also Section 18.07.410 A 6.
15. Inflatable signs, as defined in Section 18.07.110, placed on the ground or on buildings or tethered to other objects or structures.

16. Portable signs, except as otherwise provided for sandwich board signs in Section 18.06.330.
17. Wind signs, as defined in Section 18.07.110.
18. Off-premise signs, as defined in Section 18.07.110, except:
  - a. As expressly permitted elsewhere in this Code; or
  - b. Outdoor advertising that was originally erected prior to October 1, 1975. The existence of a valid sign permit issued by the Colorado Department of Transportation shall be prima facie evidence of compliance with this provision. Such outdoor advertising must have been continuously maintained from October 1, 1975, excepting any periods of eighteen (18) months or less, during which periods the outdoor advertising was removed for reasons beyond the control of the owner of the outdoor advertising.

**18.06.260 Nonconforming signs.**

- A. Existing signs which do not conform to the specific provisions of these regulations are designated as legal nonconforming signs.
- B. All nonconforming signs in existence at the time of the enactment of this Chapter, except those prohibited in Section 18.06.250, may be continued if maintained in good condition provided:
  1. The sign is not structurally changed except to meet the safety requirements of this Chapter or, with a permit, changed or altered to become a lawful permitted sign.
  2. The sign is not altered so as to increase the degree of nonconformity of the sign. This does not refer to change of copy or normal maintenance.
  3. The sign is not moved or expanded.
  4. The sign does not suffer more than fifty percent (50%) appraised damage or deterioration.

Article 3

Standards

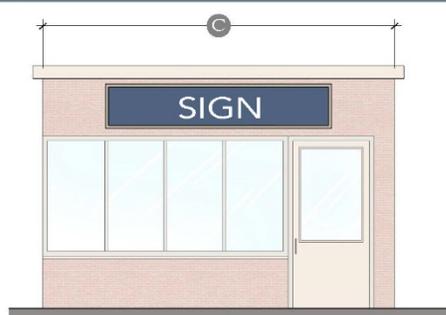
**18.06.310 Sign standards by zoning district.**

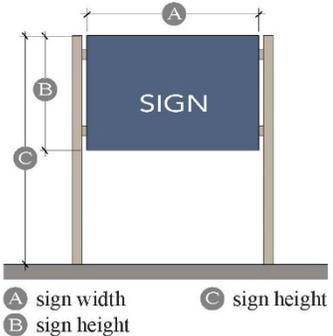
Signs in all zoning districts shall be subject to the standards set forth in this Section. The number, types and sizes of signs set forth in Tables 6-1 and 6-2 shall also comply with the standards by sign type listed in Section 18.06.320 and 18.06.330.

- Standards for residential zoning districts. Signs in the Large Lot Residential (LLR), Single Family Detached Low Density (SFD-1), Single Family Detached Medium Density (SFD-2), Residential Attached (RA), and Mobile Home Park (MHP) zoning districts, any residential district in the Regency Park Overlay (RPO), and on land designated for residential land uses in a Planned Unit Development (PUD) district shall be subject to the limitations and standards in Table 6-1.

**Table 6-1  
Standards for Residential Zoning Districts**

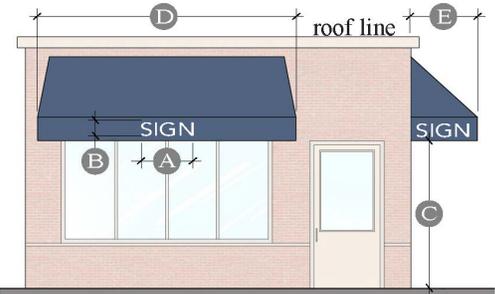
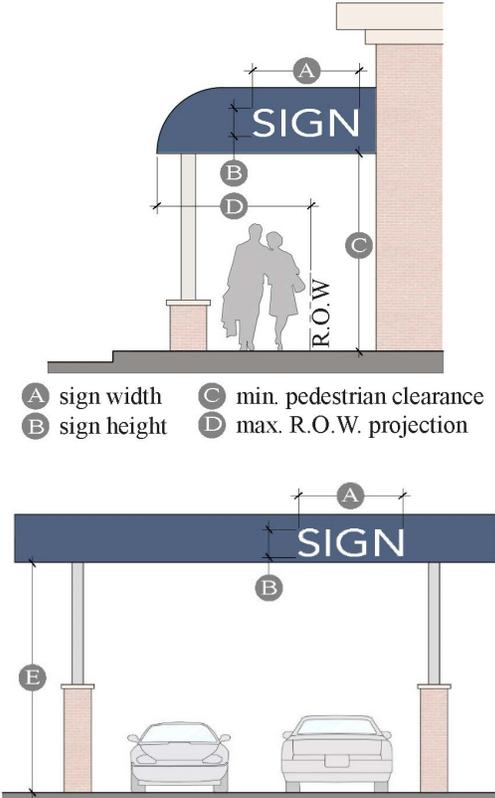
Sign Type	Max. Sign Number	Max. Sign Area	Max. Sign Height
<p>A sign width B sign height C max. height</p>	1 per entrance to a subdivision, multi-family housing complex, mobile home park or non-residential property	32 square feet for non-residential property; 75 sq. ft. for subdivision, multi-family housing complex, mobile home park entrance  (A x B)	No higher than 8 feet if < 300 lineal feet of street frontage; 10 feet if > 300 lineal feet of street frontage  (C)
<p>A sign width B sign height C max. height</p>	1 per street frontage	32 square feet  (A x B)	8 feet  (C)

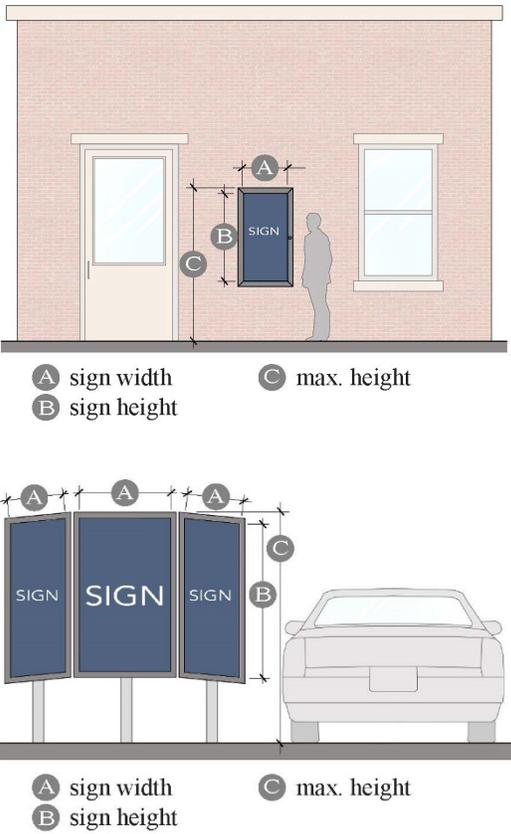
Sign Type	Max. Sign Number	Max. Sign Area	Max. Sign Height
<p data-bbox="219 262 341 294"><b>Wall Sign</b></p>  <p data-bbox="259 682 600 714">A sign width      B sign height</p>	<p data-bbox="706 409 925 546">1 per detached dwelling with a home occupation or home business</p>	<p data-bbox="990 430 1144 535">2 square feet (A x B)</p>	<p data-bbox="1234 441 1404 514">No higher than roofline</p>
<p data-bbox="219 745 341 777"><b>Wall Sign</b></p>  <p data-bbox="259 1081 454 1113">C building frontage</p>	<p data-bbox="706 882 925 955">1 per principal multifamily building</p>	<p data-bbox="974 850 1161 987">.5 square feet x linear footage of building frontage (C)</p>	<p data-bbox="1234 882 1404 955">No higher than roofline</p>
<p data-bbox="219 1144 341 1176"><b>Wall Sign</b></p>  <p data-bbox="259 1501 454 1533">C building frontage</p>	<p data-bbox="706 1302 925 1375">1 per non-residential use</p>	<p data-bbox="974 1260 1161 1428">.5 square feet x linear footage of building frontage (C)</p>	<p data-bbox="1234 1302 1404 1375">No higher than roofline</p>

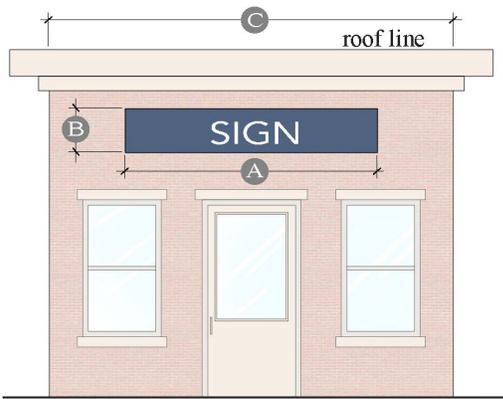
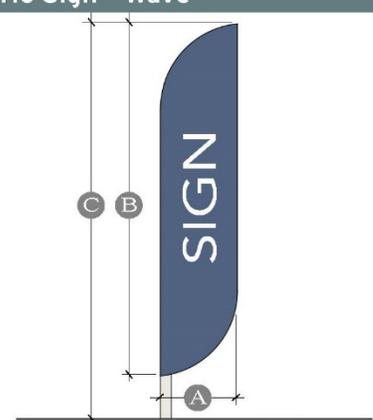
Sign Type	Max. Sign Number	Max. Sign Area	Max. Sign Height
<p><b>Yard Sign</b></p>  <p>A sign width      C sign height B sign height</p>	<p>4 per street frontage</p>	<p>8 square feet per sign (A x B)</p>	<p>No higher than 5.5 feet (C)</p>

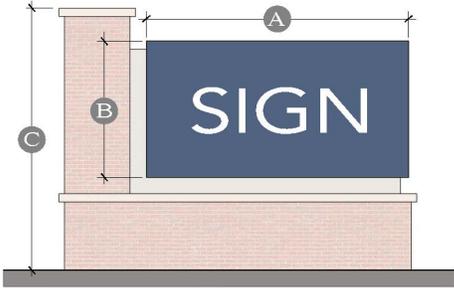
- Standards for nonresidential zoning districts and uses. Signs in the Downtown Business (DB), Commercial Center (CC), Business Campus (BC), Light Industrial (LI) and Public (P) zoning districts, any non-residential district in the Regency Park Overlay (RPO), and on land designated for non-residential uses in a Planned Unit Development (PUD) district, shall be subject to the limitations and standards in Table 6-2.

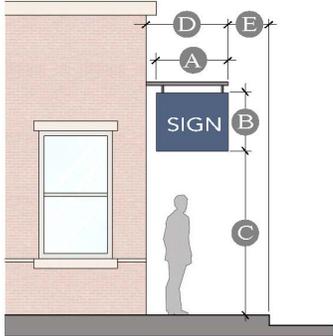
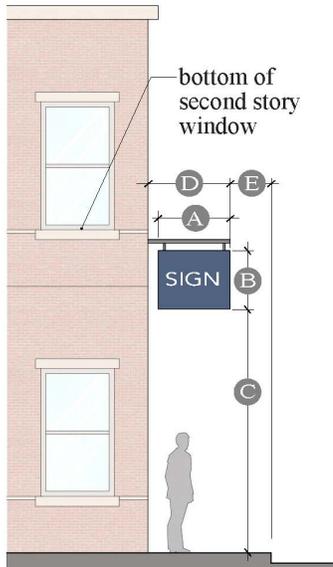
**Table 6-2  
Standards for Nonresidential Zoning Districts**

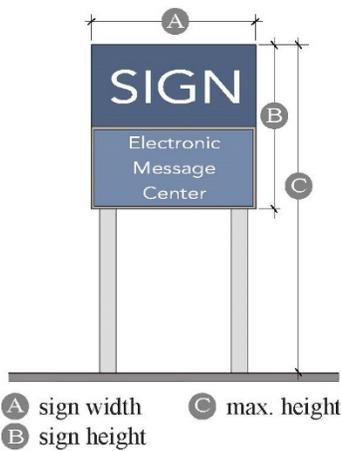
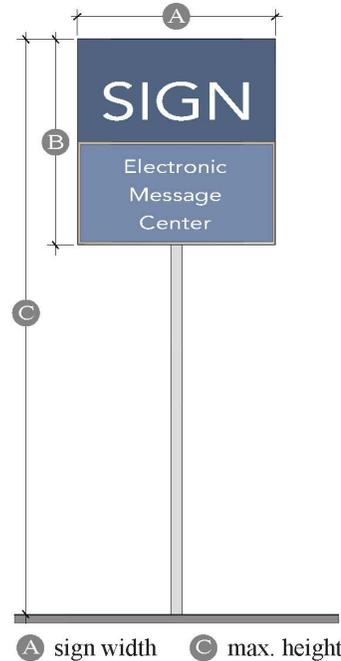
Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Awning Sign</b></p>  <p> <span data-bbox="235 798 381 861">A sign width</span>      <span data-bbox="454 798 641 861">C min. clearance</span>  <span data-bbox="235 829 381 861">B sign height</span>      <span data-bbox="454 829 641 861">D awning length</span>  <span data-bbox="454 850 730 892">E max. R.O.W. projection</span> </p>	<p>Unlimited, within maximum area requirements</p>	<p>0.5 square feet of signage for each linear foot of awning (D), up to a maximum of 32 square feet</p> <p>(A x B)</p>	<p>No higher than roofline</p> <p>8 feet minimum height pedestrian clearance (C)</p> <p>5-foot maximum right-of-way projection (E)</p>
<p><b>Canopy Sign</b></p>  <p> <span data-bbox="235 1365 381 1428">A sign width</span>      <span data-bbox="454 1365 714 1428">C min. pedestrian clearance</span>  <span data-bbox="235 1396 381 1428">B sign height</span>      <span data-bbox="454 1396 714 1428">D max. R.O.W. projection</span> </p> <p> <span data-bbox="235 1795 381 1858">A sign width</span>      <span data-bbox="454 1795 665 1858">E min. vehicular clearance</span>  <span data-bbox="235 1816 381 1858">B sign height</span> </p>	<p>Unlimited, within maximum area requirements</p>	<p>0.5 square feet of signage for each linear foot of canopy, up to a maximum of 32 square feet</p> <p>(A x B)</p>	<p>No higher than roofline</p> <p>8 feet minimum height pedestrian clearance (C)</p> <p>6-foot maximum right-of-way projection, or 2/3 width of walkway (D)</p> <p>14 feet minimum height vehicular clearance (E)</p>

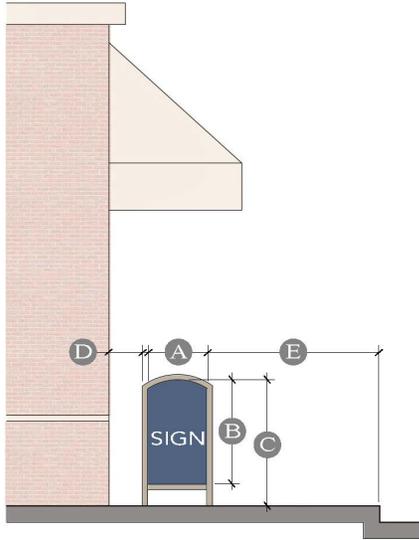
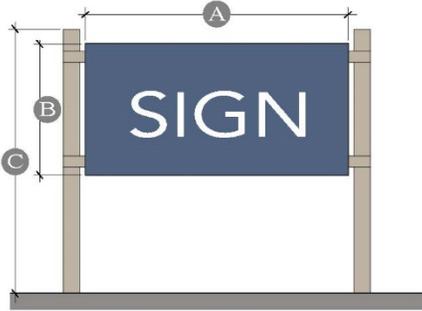
Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Display Sign</b></p>  <p><b>Wall-mounted:</b>  A sign width  B sign height  C max. height</p> <p><b>Drive-thru:</b>  A sign width  B sign height  C max. height</p>	<p>1 wall mounted per tenant</p> <p>1 per drive-thru lane</p>	<p>Wall-mounted: 8 square feet  (A x B)</p> <p>Drive-thru: 32 square feet  (A x B)</p>	<p>Wall-mounted: 6 feet (C)</p> <p>Drive-thru: 7 feet (C)</p>

Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Fabric Sign - Wall</b></p>  <p>A sign width      C wall length B sign height</p>	<p>1 banner per use</p>	<p>0.50 square feet for each linear foot of exterior wall (C) up to a maximum area of 30 square feet</p> <p>(A x B)</p>	<p>No higher than roofline for wall banner</p>
<p><b>Fabric Sign - Wave</b></p>  <p>A sign width      C max. height B sign height</p>	<p>1 freestanding wave banner per street frontage</p>	<p>30 square feet</p> <p>(A x B)</p>	<p>No higher than 12 feet for wave banner (C)</p>

Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Marquee Sign</b></p>  <p> <span data-bbox="256 705 280 737">A</span> sign width      <span data-bbox="483 705 508 737">C</span> min. clearance  <span data-bbox="256 737 280 768">B</span> sign height </p>	<p>1 per principal building</p>	<p>120 square feet per sign face, up to a maximum of 3 faces</p> <p>(A x B)</p>	<p>No higher than roofline; 8 feet minimum clearance height</p> <p>(C)</p>
<p><b>Monument Sign</b></p>  <p> <span data-bbox="289 1167 313 1199">A</span> sign width      <span data-bbox="516 1167 540 1199">C</span> max. height  <span data-bbox="289 1199 313 1230">B</span> sign height </p>	<p>1 per street frontage</p>	<p>80 square feet</p> <p>(A x B)</p> <p>An electronic message center may be integrated up to 50% of allowed sign area</p>	<p>No higher than 8 feet if &lt; 300 lineal feet of street frontage; 10 feet if &gt; 300 lineal feet of street frontage</p> <p>(C)</p>

Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Projecting Sign</b></p>  <p>         A sign width                      D max. projection          B sign height                    E min. distance to curb line          C min. clearance       </p>  <p>         A sign width                      D max. projection          B sign height                    E min. distance to curb line          C min. clearance       </p>	<p>1 per use</p>	<p>10 square feet (A x B)</p>	<p>No higher than wall (single story building)/bottom of second story window (multi-story building)</p> <p>8 feet minimum clearance height (C)</p> <p>4 feet maximum right-of-way projection (D)</p> <p>2 feet minimum distance to curb line (E)</p>

Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Pylon Sign</b></p>  <p>A sign width      C max. height B sign height</p>	<p>1 per street frontage of principal building/ commercial project with multiple lots or buildings or multiple tenants</p>	<p>100 square feet (A x B) An electronic message center may be integrated up to 50% of allowed sign area.</p>	<p>No higher than 20 feet (C)</p>
<p><b>Pylon Sign - Freeway</b></p>  <p>A sign width      C max. height B sign height</p>	<p>1 per freeway-oriented commercial project with multiple lots or buildings or multiple tenants</p>	<p>150 square feet (A x B) An electronic message center may be integrated up to 50% of allowed sign area.</p>	<p>No higher than 35 feet (C)</p>

Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p data-bbox="228 300 503 327"><b>Sandwich Board Sign</b></p>  <p data-bbox="277 888 695 982"> <span data-bbox="277 888 423 915">A sign width</span>      <span data-bbox="505 888 695 915">D max. distance from wall</span>  <span data-bbox="277 919 423 947">B sign height</span>      <span data-bbox="505 919 695 947">E min. pedestrian walkway</span>  <span data-bbox="277 951 423 978">C max. height</span> </p>	<p data-bbox="773 600 870 630">1 per use</p>	<p data-bbox="1023 569 1162 596">6 square feet</p> <p data-bbox="1023 636 1105 663">(A x B)</p>	<p data-bbox="1240 432 1422 495">No higher than 4 feet (C)</p> <p data-bbox="1240 533 1422 632">1 foot maximum distance from wall (D)</p> <p data-bbox="1240 669 1422 732">4 feet minimum walkway (E)</p>
<p data-bbox="431 1041 529 1068">Site Sign</p> <p data-bbox="228 1104 347 1131"><b>Site Sign</b></p>  <p data-bbox="297 1472 680 1528"> <span data-bbox="297 1472 443 1499">A sign width</span>      <span data-bbox="524 1472 680 1499">C max. height</span>  <span data-bbox="297 1503 443 1530">B sign height</span> </p>	<p data-bbox="773 1272 987 1302">1 per street frontage</p>	<p data-bbox="1023 1209 1179 1236">32 square feet</p> <p data-bbox="1023 1276 1105 1304">(A x B)</p>	<p data-bbox="1240 1257 1422 1320">No higher than 8 feet (C)</p>

Sign Type	Max. Sign Number	Max. Sign Area	Sign Height and Clearance
<p><b>Wall Sign</b></p> <p>A sign width      C building frontage B sign height</p>	<p>Unlimited, within maximum area requirements</p>	<p>1.5 square feet x linear footage of building frontage  (C)</p>	<p>No higher than roofline</p>
<p><b>Yard Sign</b></p> <p>A sign width      C sign height B sign height</p>	<p>1 per street frontage</p>	<p>16 square feet  (A x B)</p>	<p>No higher than 4 feet (C)</p>

**18.06.320 Permanent signs.**

- A. General. The standards of this Section apply to all permanent signs, unless otherwise exempted by Section 18.06.240. Permanent signs may be subject to additional standards set out elsewhere in this title.
1. Owner consent. No sign permit shall be issued for any permanent sign on private property without written consent of the property owner or the owner’s authorized agent.
  2. Lighting.
    - a. No illuminated signs are allowed in the residential zone districts.
    - b. Unless otherwise specified by these regulations, all permanent signs in the nonresidential zone districts may be illuminated.

- c. The light from any light source intended to illuminate a permanent sign shall be so shaded, shielded or directed so that the light intensity or brightness shall not cause glare to affect surrounding properties, or cause glare to affect safe vision of pedestrians or operators of vehicles moving on public or private streets, driveways or parking areas.

B. Electronic message centers.

1. Location. Up to fifty percent (50%) of the allowed sign area of a pylon or monument sign in a non-residential zoning district (other than the Downtown Business zone district) may be occupied by an electronic message center.
  - a. Existing signage proposed for conversion to the use of an electronic message center shall conform to the sign standards in this Chapter prior to issuance of a sign permit.
  - b. Nonconforming signs shall not be eligible for conversion to an electronic message center.
  - c. Electronic message centers are not permitted in a residential zone district or in the Downtown Business (DB) zone district.
2. Quantity, area and height. An electronic message center shall comply with the quantity, area and height requirements established for pylon or monument signs in Section 18.06.310.
3. Lighting. Lighting from the electronic message center shall not exceed 0.3 foot candles between dusk to dawn as measured from the sign's face.
  - a. The electronic message center shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing.
  - b. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard.
  - c. Documentation shall be provided from the sign manufacturer which verifies compliance with auto dimming and brightness requirements.
4. Transition method. The electronic message center shall be limited to static messages, changed only through either dissolve or fade transitions, which may otherwise not have movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating or varying of light intensity.
5. Transition duration. The transition duration between messages shall not exceed one (1) second.
6. Message hold time. The message hold time shall be a minimum of eight (8) seconds.

C. Sign Types. Permitted permanent signs include the following types:

1. Awning signs.

2. Canopy signs.
3. Display signs.
4. Marquee signs.
5. Monument signs.
6. Projecting signs.
7. Pylon signs.
8. Wall signs.

D. Awning signs.

1. Location. Signs may be placed only on awnings that are located on first and second-story building frontages, including those fronting a street, parking lot or pedestrian way. An awning may include a printed or mounted sign.
  - a. Awnings on which signs are printed or mounted shall not extend over a public right-of-way more than five (5) feet from the face of a supporting building.
  - b. No sign mounted to an awning shall project beyond, above or below the face of an awning.
  - c. Awning signs are not permitted in a residential zone district.
2. Quantity, area and height. An awning sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
3. Lighting. Awnings may be internally illuminated only.

E. Canopy signs.

1. Location. Signs may be placed on canopies that front a street, parking lot or pedestrian way. A canopy may include a printed or mounted sign.
  - a. Canopies on which signs are printed or mounted shall not extend over a public right-of-way more than seven (7) feet from the face of a supporting building, and be no closer than two (2) feet to a curb line.
  - b. No sign mounted to a canopy shall project above or below the face of a canopy.
  - c. A canopy sign may project horizontally from the face of a canopy the distance necessary to accommodate the letter thickness and required electrical equipment.

- d. Canopy signs are not permitted in a residential zone district.
  - 2. Quantity, area and height. A canopy sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
  - 3. Lighting. Canopies may be internally illuminated only.
- F. Display signs.
- 1. Location. Display signs may be either 1) mounted on a building wall oriented to pedestrians, or 2) oriented to occupants of a vehicle in a drive-thru aisle.
    - a. Display signs in a drive-thru aisle are not be permitted in the DB zone district.
    - b. Display signs in a drive-thru aisle are permitted in other non-residential zone districts only if a drive through is expressly authorized in an approved Final PD or site plan.
    - c. Display signs in a drive-thru aisle shall not be designed to be read from the public right-of-way nor to attract attention to the site from the right-of-way.
    - d. No display signs are permitted in a residential zone district.
  - 2. Quantity, area and height. A display sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
  - 3. Lighting.
    - a. Display signs may be internally or externally illuminated.
    - b. Non-illuminated wall-mounted display signs do not require a sign permit.
    - c. Display signs in a drive-thru aisle may be an electronic message center that contains up to 100% of the sign area if the display changes no more than three (3) times in a 24-hour period, subject to all other standards for electronic message centers in Section 18.06.320 (B).
- G. Marquee signs.
- 1. Location. A marquee sign may only be placed on a ground floor façade of a building.
    - a. A marquee sign shall not extend over a public right-of-way more than eight (8) feet from the face of a supporting building, and be no closer than two (2) feet to a curb line.
    - b. A marquee sign shall not obscure a building's windows, doors or ornamental features.
    - c. Marquee signs are not permitted in a residential zone district.

2. Quantity, area and height. A marquee sign shall comply with the quantity, area and height requirements established in Section 18.06.310.

3. Lighting. Marquee signs may be internally or externally illuminated.

H. Monument signs.

1. Location. A monument sign shall be located on a site frontage adjoining a public or private street, easement or right-of-way. The minimum horizontal spacing between monument signs shall be three hundred (300) feet.

2. Quantity, area and height. A monument sign shall comply with the quantity, area and height requirements established in Section 18.06.310.

3. Lighting. Monument signs may be internally or externally illuminated.

I. Projecting signs.

1. Location. Projecting signs shall be placed on a ground floor facade, except for businesses located above the ground level with direct exterior pedestrian access.

a. Projecting signs shall not extend more than four (4) feet from the face of a supporting building, and be no closer than two (2) feet to a curb line.

b. Projecting signs are not permitted in a residential zone district.

2. Quantity, area and height. A projecting sign shall comply with the quantity, area and height requirements established in Section 18.06.310.

3. Lighting. Projecting signs shall not be illuminated.

J. Pylon signs.

1. Location. A pylon sign shall be located on a site frontage adjoining a public or private street, easement or right-of-way.

a. The setback from any property line for a pylon sign shall be one (1) foot of setback per one (1) foot of sign height, with a minimum setback of ten (10) feet for a freeway-oriented pylon sign; five (5) foot minimum setback for all other pylon signs.

b. No portion of any pylon sign shall encroach or project into the public right-of-way.

c. Pylon signs are not permitted in a residential zone district or in the DB Downtown Business zone district.

d. Only one (1) pylon sign shall be permitted in a commercial project with multiple lots or buildings or multiple tenants.

- e. The minimum horizontal spacing between pylon signs shall be three hundred (300) feet.
  - 2. Quantity, area and height. A pylon sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
  - 3. Lighting. Pylon signs may be internally illuminated only.
- K. Wall signs.
- 1. Location.
    - a. A wall sign shall not obstruct any portion of a window, doorway or other architectural detail.
    - b. No sign part, including cut-out letters, may project from the building wall more than required for construction purposes and in no case more than twelve (12) inches.
  - 2. Quantity, area and height. A wall sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
  - 3. Lighting. Wall signs may be internally or externally illuminated.

**18.06.330 Temporary signs.**

- A. General. The following standards are applicable to all temporary signs:
- 1. Owner consent. All temporary signs must be located on private property and only with the consent of the property owner.
  - 2. Lighting. No temporary sign shall be illuminated.
  - 3. Duration. The purpose of temporary signs is to display messages for a temporary duration. Temporary signs shall not be used as a subterfuge to circumvent the regulations that apply to permanent signs or to add permanent signage in addition to that which is permitted by Section 18.06.310. Temporary signs shall be removed on or before ninety (90) days after first being placed, unless otherwise specified herein.
- B. Sign Types. Temporary signs include the following types:
- 1. Fabric signs (banners).
  - 2. Sandwich board signs.
  - 3. Site signs.
  - 4. Yard signs.
- C. Fabric signs.

1. Location. Fabric signs (banners) may be displayed in any non-residential zone district subject to the following location criteria.
  - a. The banner shall not have a negative effect on neighboring businesses or property in that it shall not block their entrance(s) or impede vehicular or pedestrian traffic, or block signage of the neighboring property, or otherwise create a nuisance or safety hazard.
  - b. The banners shall not be placed to obstruct any portion of a window, doorway or other architectural detail.
  - c. A banner may be installed on a utility pole with the consent of the utility provider, provided that the banner is attached at the top and bottom by brackets that project no more than thirty (30) inches from the utility pole.
2. Duration. Banners may be displayed for a maximum of thirty (30) days without a sign permit. Banners may be displayed for an additional maximum of sixty (60) days with a sign permit.
3. Quantity, area and height. Banners and wave banners shall comply with the quantity, area and height requirements established in Section 18.06.310.
  - a. Banners installed on utility poles in accordance with subsection 1. b. above shall not exceed twenty-four (24) inches in width and forty-eight (48) inches in height.
  - b. The square footage of the banner shall count toward the maximum square footage allowed. If wall mounted, the banner will count toward the maximum square footage for a wall mounted sign. If mounted on a display base or is a wave banner, it shall count toward the maximum square footage of the type of freestanding sign located on the property.

D. Sandwich Board Signs.

1. Location. Sandwich board signs may be displayed in the DB Downtown Business zone district or in pedestrian areas in the CC Commercial Center or CI Commercial Interchange zone districts subject to the following location criteria.
  - a. The sign shall not have a negative effect on neighboring businesses or property in that it shall not block their entrance(s), impede vehicular or pedestrian traffic, block signage of the neighboring property, or otherwise create a nuisance or safety hazard.
  - b. The sign shall be displayed within one hundred (100) feet of the building in which the business establishment is located, or within one hundred (100) feet of the property line of any outdoor business.
  - c. The sign may not be located further than twenty (20) feet from a mobile vendor.
  - d. The sign may not be located within a public street right-of-way, nor on public property, with the exception of a public sidewalk.

2. Duration. Sandwich board signs must be removed each day at close of business.
  3. Quantity, area and height. A sandwich board sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
- E. Site Signs.
1. Location. Site signs are permitted only on vacant land parcels or lots under construction and are not permitted on parcels with existing residential or non-residential uses, and are subject to the following location criteria:
    - a. The minimum horizontal spacing between site signs shall be three hundred (300) feet.
    - b. The sign shall be setback a minimum of five (5) feet from any property line.
  2. Duration. In the case of a multiple lot subdivision, site signs displayed on or after the date of official filing of the subdivision plat or final PD site plan must be removed within thirty (30) days of the issuance of a building permit for the last undeveloped lot.
  3. Quantity, area and height. A site sign shall comply with the quantity, area and height requirements established in Section 18.06.310.
- F. Yard Signs.
1. Location. Yard signs are intended for improved land parcels with existing residential or non-residential uses and are not permitted on parcels or lots under construction, and are subject to the following location criteria:
    - a. The sign shall be setback a minimum of five (5) feet from any property line.
  2. Quantity, area and height. A yard sign shall comply with the quantity, area and height requirements established in Section 18.06.310.

**18.06.340 Sign measurement.**

- A. General. Computation of sign area and height shall for individual permanent and temporary sign types shall be as indicated in Tables 6.1 and 6.2, and as more specifically described in the following subsections. Where a specific sign type is not indicated in either Table 6.1 or 6.2, the provisions in the following subsections shall apply.
- B. Computation of Sign Area.
  1. The area of a sign face shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the message, logo, symbol, name, photograph, writing, representation, emblem, artwork, figure or other display used to differentiate the sign from the backdrop or structure against which it is placed.

2. Any supporting framework, bracing, poles, fence or wall, or architectural feature or landscape element that is clearly incidental to the sign display shall not be computed as sign area.
3. Architectural treatments that aid in integrating the signage with the building design are encouraged, but any such treatment shall not be created for the purpose of visually enlarging the size of the sign. If more than ten percent (10%) of any wall or roof surface of any nonresidential building or any accessory structure to a nonresidential use is painted, finished or surfaced in a distinctive color scheme that includes some or all of the same colors, shapes, symbols, images, patterns or textures used on any sign identifying an owner, tenant or user of the building, and the Director determines that such wall or roof surfaces serve as a sign for an owner, tenant or user of the building, such wall or roof area shall be counted as signage and shall be subject to the limitations on signage area in Table 6-2.
4. All sign faces visible from one point shall be counted and considered part of the maximum total sign area allowance for a sign.
  - a. When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time, and are part of the same sign structure, the sign area shall be computed by the measurement of one of the two sign faces.
  - b. When the sign has more than two display surfaces, the area of the sign shall be the area of largest display surfaces that are visible from any single direction.
5. The area of the sign shall be measured as follows whenever more than one (1) sign is placed on a freestanding structure:
  - a. The area around and enclosing the perimeter of each sign shall be summed and then totaled to determine total area.
  - b. Pole covers, framing, decorative roofing, and other such embellishments shall not be included in the area of measurement if they do not bear sign copy.
6. For the purpose of determining sign area and the allowable number of wall signs, a wall shall be considered the entire building side or elevation, and not each articulated wall face per building side or elevation.

C. Computation of Sign Height.

1. The height of any freestanding sign shall be determined by the distance between the topmost portion of the sign structure and the ground elevation at the base of the sign.
2. The ground elevation at the base of a freestanding sign shall not be artificially changed solely to affect the sign height measurement.

*Article 4*

*Design, Installation and Maintenance*

**18.06.410 Sign design.**

- A. In general, signs shall have mutually unifying elements which may include uniformity in materials, color, size, height, letter style, sign type, shape, lighting, location on buildings, and design motif.
1. Materials and textures of signs shall be compatible with the architectural character of the site and building.
    - a. Unifying sign design elements used to support a particular design theme and the architecture, colors, and materials within a particular site are required.
    - b. Supporting sign structures of freestanding signs shall match the primary finish and colors of the associated building(s).
  2. All freestanding signs are required to have a pedestal base or be constructed with two substantial columns, except freeway-oriented pylon signs may be mounted on a single pole. Where possible, freestanding signs shall integrate tenant signs into a single sign structure.
  3. Wayfinding/directional signage systems shall be of a unified graphical system. Such signage shall be placed in consistent locations near site entries, key points on the internal automobile and pedestrian circulation system, building entries, seating areas, and sidewalk intersections.
  4. Logos of individual stores located in buildings within multi-tenant centers are exempt from the design criteria established for the multi-tenant center but must meet other requirements of this Chapter. Nationally or state registered trademark lettering is also exempt, with the exception of lettering color.
  5. For multi-story buildings, individual signs shall be limited to the ground level.
  6. When an internally illuminated cabinet sign is considered as part of a master sign plan, the following standards shall apply:
    - a. Only that portion of the sign face dedicated to the trademark or characters may be translucent. The balance of the sign face shall be opaque.
    - b. All freestanding signs using an internally lit sign cabinet design shall have an architectural base and border on all sides that is consistent with and/or complements the building materials.
- B. Landscaping. Landscaping is required for freestanding monument and pylon signs in conformance with the following provisions:

1. A minimum of a five (5) foot radius surrounding the sign base shall be landscaped. The Director may modify the type, configuration and/or amount of the landscaping if there are physical constraints to installing the landscaping or providing irrigation, or if the landscaping around the sign will not be readily visible to motorists and/or pedestrians.
2. Freestanding signs in the DB Downtown Business zone are not required to provide landscaping adjacent to the zero-foot setback (outside of the visibility triangle) of a sign.
3. Exempt signs are not required to provide landscaping.

C. Lighting.

1. Lighting shall conform to the outdoor lighting standards in Section 18.05.320 and shall minimize the effects of lighting on the night sky.
2. Signs using indirect lighting shall have the light source so placed or shielded so as not to shine or glare directly onto any public street or into adjacent residential structures.
3. Lighting should be of no greater wattage than is necessary to make the sign visible at night, and should not reflect unnecessarily onto adjacent properties. Lighting sources should not be directly visible to passing pedestrians or vehicles, and should be concealed in such a manner that direct light does not shine in a disturbing manner or create disability glare.
4. Up-lighting is permitted for flagpoles and monument signs pursuant to the above criteria.

**18.06.420 Sign installation.**

All signs shall be installed in conformance with this Chapter.

1. All permanent signs and all components thereof, including sign structures and sign faces, shall be installed in compliance with adopted building and electrical codes.
2. Except for flags, window signs and temporary signs conforming to the requirements of this Chapter, all signs shall be constructed of high-quality durable materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure. No plywood signs shall be permitted.
3. No signs shall be installed so as to obstruct any fire escape, required exit, window or door opening used as a means of egress.
4. No sign shall be installed in any form, shape, or manner which will interfere with any opening required for ventilation, except that signs may be erected in front of and may cover transom windows when not in violation of the provisions of the adopted building code.

5. Signs shall be located in such a way as to maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with adopted electrical code specifications, depending on voltages concerned. However, in no case shall a sign be installed closer than forty-eight inches (48") horizontally or vertically from any conductor or public utility guy wire, or as recommended by the local public utility company.
  - a. Every illuminated sign, or sign containing electric components shall have affixed thereon an approved Underwriters' Laboratories label, or all wiring of such sign as approved by the State electrical inspector, and all wiring connected to such sign shall comply with all provisions of the applicable regulations of the Town relating to electrical installations.
6. Any person installing, altering, or relocating a sign for which a sign permit has been issued shall notify the Director upon completion of the work.
  - a. The Director may require that he be notified prior to the installation of certain signs.
  - b. The Director may require a final inspection of any installed sign, including an electrical inspection and inspection of footings on freestanding signs.

**18.06.430 Sign maintenance.**

All signs, both currently existing and constructed in the future, and all parts and components thereof, shall be maintained in a safe condition in compliance with adopted building and electrical codes, and in conformance with this Chapter.

1. All signs, including sign structures and sign faces, shall be kept in good repair so as not to be distracting, unattractive, dangerous or a public nuisance and effectively serve the purpose for which they are intended. For the purposes of this Section, good repair shall mean that there are no loose, broken, torn or severely weathered portions of the sign structure or sign face.
2. All signs shall be properly maintained. Exposed surfaces shall be clean and painted if paint is required. Defective parts shall be replaced.
3. All electronic message centers shall be equipped with a malfunction display and the ability to automatically shut off if a malfunction occurs. An electronic message center under repair shall be shut off.
4. The Director shall have the right under Section 18.06.450 to order the repair or removal of any sign which is defective, damaged or substantially deteriorated, as defined in the adopted building code.

**18.06.440 Sign alteration.**

- A. Any alteration to an existing sign, other than for a change of copy or for maintenance, shall require a new sign permit pursuant to Section 18.06.210.
- B. Sign alterations shall include, without limitation:

1. Changing the size of the sign.
  2. Changing the shape of the sign.
  3. Changing the material of which the sign is constructed.
  4. Changing or adding lighting to the sign.
  5. Changing the location of the sign.
  6. Changing the height of the sign.
- C. Existing nonconforming signs may be altered in any way that does not change the size, height, background, shape or location of the sign without bringing the entire sign into conformance, provided that the cost of the alteration is less than fifty percent (50%) of the sign's replacement cost.

**18.06.450 Sign removal.**

- A. Violations. In addition to any other remedies available under this Chapter, the Director may issue a written notice to sign owners of the need to remove or repair a sign, as follows:
1. The Director may inspect any sign and shall have authority to order the painting, repair, alteration or removal of a sign and/or sign structure that is prohibited or constitutes a hazard to safety, health or public welfare by reason of abandonment or inadequate maintenance, dilapidation or obsolescence.
  2. When in the opinion of the Director, a violation of these regulations exists, the Director shall issue a written order to the alleged violator. The order shall specify those sections of these regulations of which the individual may be in violation and shall state that the individual has thirty (30) days from the date of the order in which to correct the alleged violation or to appeal to the Board of Adjustment.
- B. Removal of prohibited or non-compliant signs. Any sign that does not meet the requirements set forth in this Chapter and does not qualify as a legal nonconforming sign under Section 18.06.260 shall be removed within fifteen (15) days of receipt of Director's written notice thereof. Failure by an owner to remove any sign after notice to do so has been served shall entitle the Town to remove such sign and to assess the owner thereof the full cost of such removal. All prohibited signs on public property or within public rights-of-way are subject to immediate removal without notice.
- C. Removal of dangerous or defective signs. Any sign that endangers the health, safety or welfare of the public shall be removed within five (5) days of the Director's written notice thereof. In cases of emergency, the Town may cause the immediate removal of a dangerous or defective sign, without notice, and shall assess the sign, property, or business owner for the cost of such removal.

- D. Removal of abandoned signs. Any sign that is located on a property which becomes vacant and is unoccupied for a period of thirty (30) days or more, shall be deemed to have been abandoned and shall be removed by the owner of the sign or the owner of the property.
1. Any sign deemed abandoned must be removed within thirty (30) days of the Director's written notice thereof. Failure by an owner to remove an abandoned sign after notice has been served shall entitle the Town to remove such sign and to assess the owner thereof the full cost of such removal.
  2. A sign structure conforming to this Chapter may remain for up to one hundred eighty (180) days from when the property becomes vacant, if the property is being actively marketed, and if the sign has a replaceable face which can be used by a future business establishment.
- E. Removal by Town. The Director may cause the removal of an illegal sign in cases of emergency, or for failure to comply with the written orders of removal or repair. After removal or demolition of the sign, a notice shall be mailed to the sign owner stating the nature of the work and the date on which it was performed and demanding payment of the costs as certified by the Director together with an additional ten percent (10%) for inspection and incidental costs.
1. If the amount specified in the notice is not paid within thirty (30) days of the notice, it shall become an assessment upon a lien against the property of the sign owner, and will be certified as an assessment against the property for collection in the same manner as the real estate taxes.
  2. The owner of the property upon which the sign is located shall be presumed to be the owner of all signs thereon unless facts to the contrary are brought to the attention of the Director, as in the case of a leased sign.

## **Chapter 18.07: Definitions**

### **SECTIONS:**

*Article 1 Glossary*

**18.07.110**      **Words and terms.**

Article 1

Glossary

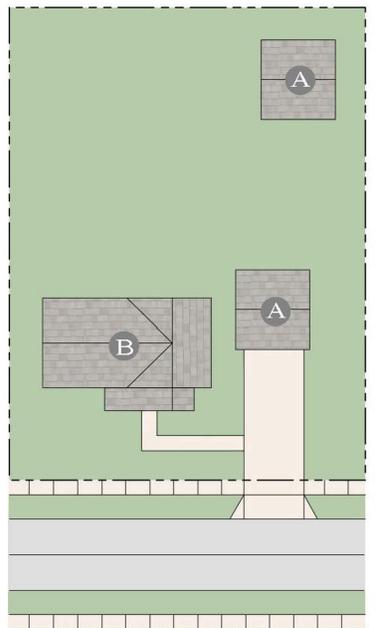
**18.07.110 Words and terms.**

The following words, terms and phrases when used in these regulations shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Abutting* means touching. An abutting condition shall not be affected by the division of land that results in an incidental, non-buildable, remnant lot, tract or parcel.

*Accessory dwelling unit* means an apartment attached to the principal dwelling unit or in a freestanding structure, such as an apartment over a garage or a *caretaker's quarters*.

*Accessory building or structure* means a building or structure on the same lot with the building or structure housing the principal use, but housing a use customarily incidental and subordinate to the principal use.



Ⓐ accessory building or structure  
Ⓑ principal building

*Accessory use* means a use naturally and normally incidental to, subordinate to and devoted exclusively to the principal use of the premises.

*Adjacent* means nearby, but not necessarily touching. Adjacency shall not be affected by the existence of a platted street or alley, a public or private right-of-way, or a public or private transportation right-of-way or area.

*Alley* means a public or private way permanently reserved as a secondary means of access to abutting property.

*Alteration* means change in the size or shape of an existing sign. Copy or color change of an existing sign is not an alteration. Changing or replacing a sign face or panel is not an alteration.

*Amateur radio antennas* mean antennas which the Federal Communications Commission ("FCC") has designated as "over-the-air-reception-devices," which are typically associated with residential uses, which are generally referred to as amateur ("HAM") radio antennas, and which do not include facilities used for commercial purposes or the provision of personal wireless telecommunication services to people who do not reside on the lot on which the antenna is located (CMRS facilities).

*Animated* means the use of movement or change of lighting to depict action or to create a special effect or scene.

*Apartment* means a part of a building consisting of a room or rooms intended, designed, or used as a residence by an individual or a single family.

*Appeal* means a request for a review of a Town staff interpretation of any provision of this title or a request for a variance.

*Applicant*, used interchangeably with the term *developer*, means the owner of land or his or her representative who is responsible for any undertaking that requires review and approval under these regulations.

*Approval* means the approval by formal action of the Town Staff, Planning Commission, Board of Trustees or Board of Adjustment as assigned by Table 1.1, for a land use, land use change, or development, and subject to such conditions and limitations as are imposed as a part of that approval.

*Architectural features or treatments* mean finished elements of a building that define a structure's architectural style and physical uniqueness, including, but not limited by windows, doors, trim, and ornamental features.

*Area of special flood hazard* means land in a floodplain subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Insurance Rate Map (FIRM). After detailed ratemaking has been completed in the preparation for publication of the FIRM, Zone A usually is redefined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH or AR/A. For purposes of Section RBC313 of the Pikes Peak Regional Building Department's Flood Code, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

*Assisted living facility or nursing home* means an establishment, other than a hospital, licensed by the state, which operates and maintains continuous day and night facilities providing room and board, personal service, and skilled nursing care.

*Bank* means a financial institution that is open to the public and engaged in deposit banking, and that performs closely related functions, such as making loans, investments, and fiduciary activities.

*Banner*. See definition for *Fabric sign*.

*Banner, wave. Wave banner* means a type of temporary fabric sign consisting of cloth, bunting, canvas or similar fabric, attached to a single vertical support structure with color, words, patterns or symbolic logos for display. Also known as a feather banner, flying banner or a teardrop banner sign.

*Bar/tavern* means an area or structure primarily devoted to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

*Base station* means a structure or equipment, other than a tower, at a fixed location that enables FCC licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications services, including radio receivers, antennas, coaxial or fiber optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration (inclusive of Distributed Antenna Systems and small cell networks). The term also includes any structure, other than a tower, to which any of the equipment described herein is attached.

*Batch plant* means a facility for mixing or combining of materials to produce concrete or asphalt.

*Bed and breakfast inn* mean an establishment operated in a private residence, or portion thereof, where short-term lodging rooms and meals are provided for a fee and which is occupied by the operator of such establishment.

*Block* means land or a group of lots, surrounded by streets or other rights-of-ways other than an alley, or land which is designated as a block on any recorded subdivision tract.

*Board of Trustees* means the elected board of trustees of the Town of Monument.

*Boarding and rooming house* means a building or portion thereof which is used to accommodate, for compensation, five or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building.

*Buffer* means open spaces, landscaped areas, fences, walls, berms, or any combination thereof, used to visually cushion and provide a physical separation between adjacent structures or uses.

*Building* means any structure built for the shelter or enclosure of persons, animals, chattels or property or substances of any kind, excluding fences.

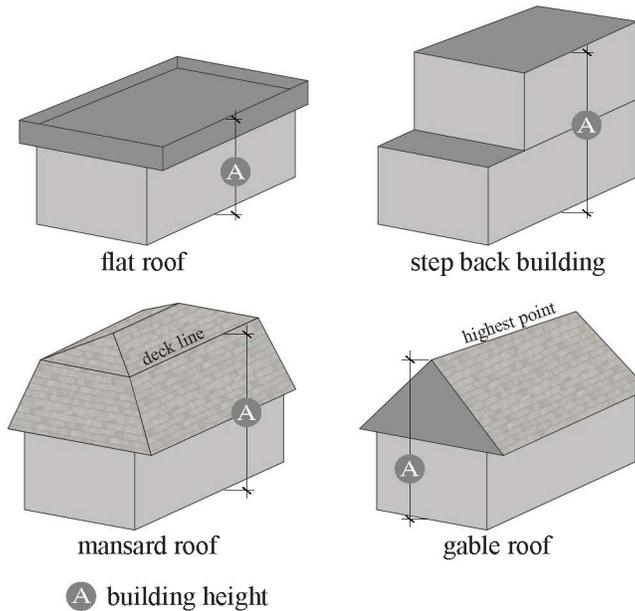
*Building frontage* means the horizontal, linear dimension of that side of a building which abuts a street, parking area, plaza, alley or other circulation area open to the general public.

1. Where more than one (1) use occupies a building, each such use having a public entrance or main window display for its exclusive use shall be considered to have its own building frontage, which shall be the front width of the portion of the building occupied by that use.
2. In the case of a corner or double-frontage lot, the building frontage may be either of the street frontages, but not both, at the option of the property owner or lessee.

*Building height* means the vertical distance above a reference datum measured to the highest point of a flat roof or deck line of a mansard roof or the midpoint of the highest gable of a pitched or hipped roof. The height of a stepped or terraced building is the maximum height of any segment of the building. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

1. The point of the lowest preconstruction elevation on any building face. The owner shall have the burden of proving pre-construction elevation.
2. The point of the lowest elevation of any building face.

3. The elevation of the lowest point of an exposed foundation or a wall.



*Building materials and lumber sales* means an establishment for the sale of materials, hardware and lumber customarily used in the construction of buildings and other structures, which includes facilities for storage.

*Car wash* means a facility for the cleaning of automobiles, providing either self-serve facilities or employees to perform washing operations.

*Caretaker quarters* means an accessory dwelling unit on a nonresidential property occupied by the person who oversees or guards the operation.

*CDOT* means the Colorado Department of Transportation.

*Cemetery* means land used or dedicated to the interment of human or animal remains, including columbaria, mausoleums, mortuaries and associated maintenance facilities when operated in conjunction with, and within the boundaries of, such cemetery.

*Check-cashing facility* means an establishment that for compensation engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a State or Federally chartered bank, savings association, credit union, or industrial loan company. Further, this classification does not include establishments selling consumer goods, including consumables, where the cashing of checks or money orders is incidental to the main purpose of the business.

*Child Care* means facilities that provide care for children on a regular basis away from their primary residence. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity.

*Child Care Center, Large* means a facility that is maintained for the whole or part of the day for the care of sixteen (16) or more children who are eighteen (18) years of age or younger and who are not related to the owner, operator or manager, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes, but is not limited to, facilities commonly known as day care centers, school-age child care centers, before and after school programs, nursery schools, kindergartens, preschools, day camps, summer camps, and centers for developmentally disabled children and those facilities that give twenty four (24) hour care for children and includes those facilities for children under the age of six (6) years with stated educational purposes operated in conjunction with a public, private or parochial elementary school system of at least six (6) grades or operated as a component of a school district's preschool program operated pursuant to Article 28 of Title 22, Colorado Revised Statutes. The term shall not include any facility licensed as a family care home or foster care home.

*Child Care Center, Small* means the same type of facility defined as large child care center above, except that the facility cares for more than five (5), but less than sixteen (16) children.

*Clearance* means the distance between the bottom of a sign elevated above the ground and the ground below.

*Clinic* means a facility that is established primarily to furnish outpatient medical services.

*Clinic, small animal. Small animal clinic* means a building and its appurtenant structures where veterinary practice is being conducted for cats, dogs, fowl, reptiles and other small domestic animals by or under the direct supervision of a veterinarian licensed by the state.

*Club, lodge or service organization* means an association of persons, whether incorporated or unincorporated, for some common purpose but not including groups organized primarily to render a service carried on as a business. The consumption of marijuana and/or marijuana-related products within this use are prohibited.

*Color rendering index (CRI)* means the measured effect of light on objects. To determine the CRI of a lamp, the color appearances of a set of standard color chips are measured with special equipment under a reference light source with the same correlated color temperature as the lamp being evaluated. If the lamp renders the color of the chips identical to the reference light source, the CRI is one hundred (100). If the color rendering differs from the reference light source, the CRI is less than one hundred (100). A low CRI indicates that some color may appear unnatural when illuminated by the lamp.

*Commercial mobile radio service (CMRS) accessory equipment* means equipment, including unmanned cabinets, used to protect and enable operation of radio switching equipment, back-up power and other devices, but not including antenna, that is necessary for the operation of a CMRS facility.

1. Ground-mounted CMRS accessory equipment means equipment, including unmanned cabinets, located on or beneath the ground, used to protect and enable operation of radio switching equipment, back-up power and other devices, but not including antenna, that is necessary for the operation of a CMRS facility including base stations.

*Commercial mobile radio service (CMRS) facility* means an unmanned building or structure consisting of equipment for the reception, switching and transmission of wireless telecommunications, including, but not limited to, personal communications service (PCS), enhanced specialized mobile radio (ESMR), paging, cellular telephone and similar technologies.

1. *Building or structure-mounted CMRS facility* means a CMRS facility in which antenna are mounted to an existing structure (e.g., water tower, light pole, steeple, etc.) or building face, but excluding roof-mounted facilities.
2. *Freestanding CMRS facility* means a CMRS facility that consists of a stand-alone support facility or tower (monopole and/or lattice structure), antennae, and associated equipment.
3. *Microcell facility* means a form of a small cell CMRS facility used to provide increased capacity in high-call demand areas or to improve coverage in areas of weak coverage that is no larger in dimensions than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and that has an exterior antenna, if any, that is no more than eleven (11) inches in length.
4. *Roof-mounted CMRS facility* means a CMRS facility in which antenna are mounted on an existing building roof.
5. *Small cell facility* means a wireless service facility that is either a microcell facility, as defined in this section, or meets both of the following qualifications:
  - a. Each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and
  - b. Primary equipment enclosures are not larger than seventeen cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.
6. *Small cell network* means a collection of interrelated small cell facilities designed to deliver wireless service.

*Community facility* means uses that include buildings, structures, or facilities owned, operated, or occupied by a non-profit or governmental agency to provide a service to the public. Specific use types include, but are not limited to: municipal buildings, post office or *public safety station*.

*Community recreational facilities* means indoor and outdoor structures or areas for community recreation to include, but not be limited to swimming pools, tennis courts, facilities for other indoor or outdoor recreational activities together with incidental restaurants, lounges, shops and personal service establishments.

*Compatibility* means the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include height, scale, mass and bulk of structures. Other characteristics include pedestrian or vehicular traffic, circulation, access and parking impacts. Other important characteristics that affect compatibility are landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as". Rather, compatibility refers to the sensitivity of development proposals in maintaining the character of existing development.

*Comprehensive plan* means the Comprehensive Plan as adopted by the Town, and which includes any unit or part of such plan separately adopted and any amendment to such plan or parts thereof.

*Compensation* means money, services or other things of value.

*Conditional use* means a use permitted in a zoning district only if reviewed and approved as a conditional use in accordance with the procedures of section 18.03.320 of this title.

*Condominium* means a type of ownership which consists of a separate fee simple estate in an individual airspace unit of a multi-unit property, together with an undivided fee simple interest in common elements.

1. Individual air space means any enclosed room or rooms occupying all or part of a floor in a building of one (1) or more floors to be used for residential, professional, commercial or industrial purposes and capable of and intended to be conveyed as separate interests in real property.
2. Common elements, unless otherwise provided in the declaration or by written consent of all the condominium owners, means the land or the interest therein on which a building or buildings are located; the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of such building or buildings; the basements, yards, gardens, parking area and storage spaces; the premises for lodging of custodians or persons in charge of the property; installations of central services such as power, light, gas, water, heating, refrigeration, central air conditioning and incinerating; the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use; such community and commercial facilities as may be provided for in the declaration; and all other parts of the property necessary or convenient to its existence, maintenance or safety in common use.
3. Condominium unit means an individual air space unit, together with the interest in the common elements appurtenant to such unit.
4. Declaration means an instrument which defines the character, duration, rights, obligations and limitations of condominium ownership.

*Construction permit* means a permit issued by the Town for any site, building or infrastructure construction activity.

*Contractor's shop or storage yard* means a building or part of a building or land area for the construction or storage of materials, equipment, tools, products, and vehicles.

*Convenience store* means a retail establishment with a gross floor area of less than five thousand (5,000) square feet, which sells a limited line of groceries and household items, gasoline, or beer and wine generally intended for the convenience of the neighborhood.

*Copy* means the wording, symbols, figures or images on a sign.

*Copy, change of* means replacement or alteration to any portion of a sign that includes copy. This includes any change that alters the script, size, color or arrangement of copy on a sign face, or replacement of a sign face. This does not include any change to changeable copy, such as electronic message centers and marquee signs.

*Correctional facility* means a facility for the purpose of incarcerating and rehabilitating offenders.

*Cultural facility* means a cultural facility which displays or preserves objects of interest or provides facilities for one or more of the arts or sciences. Specific use types include, but are not limited to: *library, museum, or zoo.*

*Dedication* means an appropriation of land to some public use, made by the owner and by which the owner reserves no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

*Density* means the ratio of the number of dwelling units per gross acre of the entire development parcel.

*Developer*, used interchangeably with the term *applicant*, means the owner of land proposed for development or his or her representative, who is responsible for any undertaking that requires review and approval under these regulations.

*Development* means any change in the use of land or improvements thereon, including, but not limited to:

1. The construction, enlargement, reconstruction or renovation of any improvements which require a building permit.
2. A change in use or intensity of use on the land, or within a structure.
3. The placement of temporary structures on the land.
4. Site clearance, removal or addition of vegetation, grading, dredging, mining, drilling, cut and fill activities, dumping soil or other materials, removal of soil or contouring of a site.

Notwithstanding the foregoing, the following shall not be deemed to constitute *development*:

1. Normal maintenance and repair of improvements which do not involve a change in use or intensity of use.
2. Nonstructural interior improvements when they have no effect on the square footage of the existing improvements and are not associated with a change of use.

*Director* means the chief administrative officer of the Planning Department.

*Distillery* means a commercial facility for the manufacture, blending, fermentation, processing, and packaging of alcoholic liquor other than wine or beer. A distillery may include a tasting room as defined in this chapter.

*Dormitories* mean residential buildings occupied by and maintained exclusively for students affiliated with an academic or vocational institution, including, but not limited to, fraternities, sororities, and resident halls.

*Drive-through or up service* means a business designed to permit customers to remain in their motor vehicles while being accommodated by the business.

*Driveway* means a private access way which is open to the general public, including but not limited to business invitees and patrons of the owner of such access way or such owner's tenant. Driveway does not include private access ways to be used for emergency access and maintenance purposes only, to which access by the general public is prohibited.

*Dwelling, live/work. Live/work dwelling* means a building or space within a building combining a residential living space with an integrated workspace used regularly by one or more of the residents of the dwelling unit. Examples of a live/work dwelling include, without limitation, a limited business operating

on the first floor of a primary residence, or a loft space within a building originally designed for commercial or industrial occupancy that has been remodeled to include a dwelling unit integrated with work space. A live/work dwelling is not considered a *home occupation* as defined in this chapter.

*Dwelling, multi-family. Multi-family dwelling* means a residential building containing three or more dwelling units, each of which are attached to each other by party walls without openings. The term is intended primarily for such dwelling types as an *apartment*.

*Dwelling, single-family. Single-family dwelling* means a residential building designed exclusively for occupancy by one family.

*Dwelling, single-family detached. Single-family detached dwelling* means a single-family dwelling surrounded entirely by open space on the same lot. This shall include housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974 known as *manufactured housing*.

*Dwelling, two-family. Two-family dwelling* means a residential building containing two dwelling units, each of which primary ground floor has access to the outside and which are attached to each other by party walls without openings. The term is intended primarily for such dwelling types as a duplex or paired home.

*Dwelling unit* means one room or rooms connected together constituting a separate, independent housekeeping establishment for owner occupancy or for rental or lease on a monthly or longer basis, physically separated from any other rooms or dwelling units which may be in the same structure. The term shall not include hotels, motels or other structures used primarily for temporary occupancy.

*Easement* means authorization by a property owner for another to use the owner's property for a specified purpose. Authorization is generally established in a real estate deed or on a recorded plat.

*Eligible telecommunications facility request* means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

*Equipment sales and service, heavy* means facility that is engaged in the sales, repair or rental of heavy equipment including, but not limited to, tractors, semi-trucks or trailers, harvesters, loaders and all tracked vehicles.

*Equipment sales and service, light* means a facility that is engaged in the sales, repair or rental of light equipment including, but not limited to appliances, gardening tools, sewing machines, vacuum cleaners, other products customarily associated with domestic residential uses.

*Essential services* mean services provided by public and private utilities necessary for the exercise of the principal use or service of the principal structure. These services include gas, electrical, and telephone service. They include stormwater drainage including drains, pipes, catch basins, culverts, detention ponds, and appurtenant structures. They include sanitary sewage including mains, drains, vaults, and treatment facilities. They include municipal water system facilities including water wells, water storage tanks, treatment facilities, mains, pumps, lift stations, hydrants, and appurtenant structures. They include communications systems and accessories thereto including underground wires. They also include traffic signals, police call boxes, fire alarm boxes, and appurtenant structures.

*Essential services by special review* means above ground electrical distribution and transmission lines except as the same may be permitted by applicable franchise, state or federal regulation.

*Extended-stay lodgings* mean a hotel or motel typically rented or hired out for periods of one week or more that also provides kitchen facilities with refrigerators, stoves, and ovens for food preparation in individual rooms.

*Externally illuminated* means lighting by means of a light source which is directed at a reflecting surface in such a way as to illuminate the sign from the front, or a light source which is primarily designed to illuminate the entire building facade upon which a sign is displayed. External illumination does not include lighting which is primarily used for purposes other than sign illumination; e.g., parking lot lights, or lights inside a building which may silhouette a window sign but which are primarily installed to serve as inside illumination.

*FCC* means the Federal Communications Commission.

*Family* means an individual or two or more persons related by blood or marriage, or a group of not to exceed five unrelated persons (excluding servants) living together as a single housekeeping unit in a dwelling unit.

*Family care home* means a facility for child care in a place of residence of a family or person for the purpose of providing family care and training for a child under the age of sixteen (16) years who is not related to the head of such home. The term includes any family foster home receiving a child for regular twenty-four (24) hour care and any home receiving a child from any State operated institution for child care or from any child placement agency, or any *family child care home* (also known as a day care home) receiving a child for less than twenty-four (24) hour care.

*Family child care home* means a facility licensed by the State for child care in a place of residence of a family or person for the purpose of providing less than twenty-four-hour care for children under the age of eighteen (18) years who are not related to the head of such home; provided that:

1. Care may be provided for up to six (6) children from birth to thirteen (13) years of age with no more than two (2) children under two (2) years of age. This does not prohibit the care of children with special needs ages thirteen (13) to eighteen (18);
2. Care may also be provided for no more than two (2) additional children of school age attending full-day school. School-age children are children enrolled in a kindergarten program a year before they enter the first grade and children six (6) years of age and older; and
3. Residents of the home under twelve (12) years of age who are on the premises and all children on the premises for supervision are counted against the approved capacity.

*Farmers or artisan's market* means an area that is used by one or more farmer's, artisan's and other approved vendors primarily for the direct sale to consumers of agricultural or homemade products that are not produced on the same premises as the market.

*Fence* means an enclosure, a barrier, or a boundary, usually made of posts or stakes joined together by boards, wire, or rails. Walls serving as such made out of materials such as concrete, stone, stucco, etc., shall also be considered to function as a fence and shall be subject to the fence regulations. Temporary vinyl fencing for erosion control or to delineate a construction site or other similar materials or fencing as determined by the Director shall not be classified as fencing that requires a permit.

*Fitness center* means a facility primarily featuring equipment for exercise and other active physical fitness conditioning or recreational sports activities, such as weight lifting, swimming, racquet sports, aerobic dance and yoga.

*Fixture* means luminaire.

*Flag* means a fabric device similar to and including national and state flags, designed to be attached to a flagpole.

*Flagpole* means a pole, either building-mounted or freestanding, that is used for displaying a flag.

*Flashing* means a pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated for the purpose of drawing attention to the sign.

*Foot candle* means a quantitative measure of light falling on a given surface equal to one lumen per square foot.

*Freeway-oriented* means located on a legal parcel of real property which abuts the right-of-way line of Interstate 25 and which is oriented toward the interstate highway.

*Freight or truck yard* means an area or building where cargo is stored and where trucks, including tractors and trailer units, load and unload cargo on a regular basis. The use may include facilities for the temporary storage of loads prior to shipment. The use shall also include *truck stops* or fueling stations where diesel fuel is primarily sold.

*Full cut-off type fixture* means a luminaire or light fixture that, by design of the fixture housing, does not allow any light dispersion or direct glare to shine above a ninety (90) degree, horizontal plane from the base of the fixture.

*Funeral parlor or mortuary* means a place for the storage of deceased human bodies prior to burial or cremation, or a building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

*General retail* means a commercial enterprise that provides goods, products, or materials directly to the consumer. This includes uses such as art galleries, appliance stores, bakeries, bookstores, clothing stores, food stores, grocers, caterers, pharmacies, florists, furniture stores, hardware stores, liquor stores, pet stores, toy stores, and variety stores. This use type shall not include *restaurants, personal service establishments, or convenience stores.*

*Glare or disability glare* means the direct light emitting from a luminaire that causes reduced vision, or the sensation of annoyance, discomfort, or loss in visual performance and visibility.

*Golf course* means a tract of land laid out with a course having nine (9) or more holes for playing the game of golf. This term shall not include miniature/putt-putt courses as a principal or accessory use, nor shall it include golf driving ranges that are not accessory to a golf course.

*Grade* means the finished ground level, measured as the average of the center of all walls of a building or structure. In case building walls are parallel to and within five feet of a sidewalk, the ground level shall be measured at the sidewalk.

*Gross floor area* means the sum of the gross horizontal areas of the floors of a building, including interior balconies and mezzanines, but excluding exterior balconies. All horizontal dimensions of each floor are

to be measured by the exterior faces of walls of each such floor, including the walls of roofed porches having more than one wall. Gross floor area includes the floor area of every building on the same lot, measured the same way. In computing gross floor area there shall be excluded the following:

1. Any floor area devoted to mechanical equipment serving the building;
2. Any floor area used exclusively as parking space for motor vehicles; and
3. Any floor area which serves as a pedestrian mall or public access way to shops and stores.

*Group home for the handicapped or disabled* means a state-licensed home for eight (8) or fewer persons with mental or physical impairments which substantially limit one or more major life activities and including such additional necessary persons required for the care and supervision of the permitted number of handicapped or disabled persons. “Handicap” and “disability” have the same legal meaning. A person with a disability is any person who has a physical or mental impairment that substantially limits one of more major life activities; has a record of such impairment; or is regarded as having such an impairment. A physical or mental impairment includes, but is not limited to, hearing, visual, and mobility impairments, alcoholism, drug addiction, mental illness, mental retardation, learning disability, head injury, chronic fatigue, HIV infection, AIDS, and AIDS Related Complex. The term “major life activity” may include seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, speaking, or working. Group homes for handicapped or disabled persons, as they relate to recovering (not currently using) alcoholics and persons with drug addictions, may also be known as sober living arrangements.

*Group home, other* means a state-licensed home for eight (8) or fewer persons that is for purposes other than those defined as a *Group home for the handicapped or disabled*.

*Heavy industrial* means uses engaged in the basic processing of and manufacturing of materials or products predominantly from extracted or raw materials, or a use engaged in storage of or manufacturing processes using toxic, flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous conditions or commonly recognized offensive conditions. *Heavy industrial* also means those uses engaged in the cleaning of equipment or work processes involving solvents, solid waste or sanitary waste transfer stations, recycling centers, and container storage. A *batch plant* as defined in this chapter is also considered a heavy industrial use.

*Home occupation* means a business that is conducted from a dwelling unit by a resident of the dwelling unit, which is limited in extent and incidental to the use of the dwelling unit as a residence. A home occupation does not include a *bed and breakfast*, *family care home* or a *live/work dwelling* as defined in this chapter.

*Horizontal illuminance* means the measurement of brightness from a light source, usually measured in foot candles or lumens, which is taken through a light meter's sensor at a horizontal position.

*Hospital* means any building or portion thereof used for the accommodation and medical care of the sick, injured or infirm persons, but not including clinics, nursing homes, or assisted living facilities.

*Hotel or motel* means commercial lodging facilities that provide guest rooms. A motel is typically arranged so that individual guest rooms are directly accessible from an automobile parking area. A hotel or motel includes *extended stay lodgings* as defined in this chapter. A hotel or motel does not include a *bed and breakfast inn* as defined in this chapter.

*Improvement* means any man-made, immovable item which becomes part of, is placed upon or is affixed to real estate.

*Internally illuminated* means lighting by means of a light source which is within a sign having a translucent background, silhouetting opaque letters or designs, or which is within letters or designs which are themselves made of a translucent material.

*Junkyard and dumping grounds* mean an open area, which may or may not be fully or partially enclosed by a fence or wall, where any waste, junk, used or second-hand materials are bought, sold, exchanged, baled, packed, disassembled or handled, including but not limited to, scrap iron and other metals, paper, rags, rubber tires and bottles. Also includes an auto wrecking yard or the storage or keeping of one (1) or more motor vehicles (except where otherwise specifically permitted) but does not include such uses established entirely within enclosed buildings. A legally existing "auto storage yard" as defined herein shall not be considered a "junkyard." *Junkyard and dumping grounds* shall be regulated pursuant to the provisions of Chapter 8.12 of this Code.

*Kenel* means any premises, building or structure in which four or more animals of more than four months of age are harbored, and which is not a *small animal clinic*.

*Kiosk* means a stationary structure intended to be temporarily affixed to the ground within which goods or services are prepared, processed, stored, and/or sold.

*Lamp or bulb* means the light-producing source installed in the socket portion of the luminaire.

*Landscaping* means the finishing and adornment of unpaved yard areas. Materials and treatment generally include naturally growing elements such as grass, trees, shrubs and flowers. This treatment may also include the use of logs, rocks, fountains, water features and contouring of the earth.

*Legal description* means a written metes and bounds description of the boundary of a parcel of real property by a professional land surveyor, or a written lot, block or tract description contained on a recorded plat for the purpose of perpetuating location and title.

*Library* means a permanent facility for storing and loaning books, periodicals, reference materials, audio tapes, video tapes, and other similar media. A library may also include meeting rooms, offices for library personnel, and similar support facilities.

*Light manufacturing* means the assembly, fabrication, or processing of goods and materials using processes that ordinarily do not create noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building or lot where such assembly, fabrication, or processing takes place, where such processes are housed entirely within a building; or where the area occupied by outdoor storage of goods and materials used in the assembly, fabrication, or processing does not exceed twenty five percent (25%) of the floor area of all buildings on the lot.

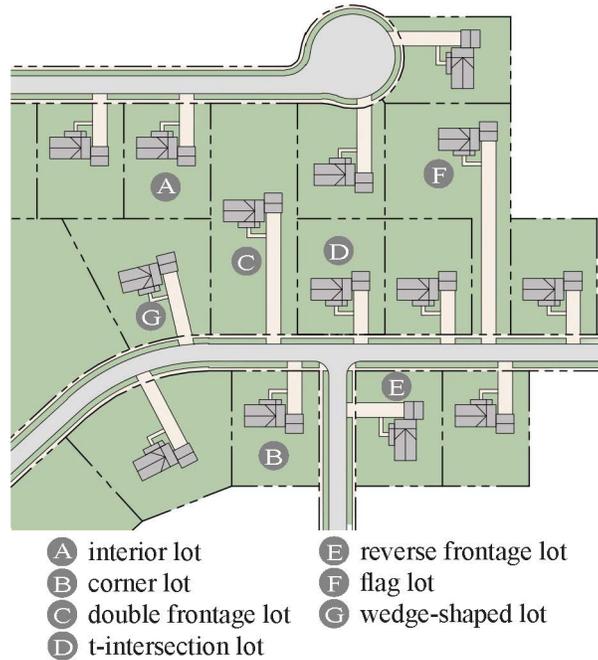
*Light source* includes neon, fluorescent or similar tube lighting, the incandescent bulb (including the light-producing elements therein) light-emitting diode (LED) and any reflecting surface which, by reason of its construction and/ or placement, becomes in effect the light source.

*Light trespass* means light emitted by a luminaire that shines beyond the boundaries of the property on which the luminaire is located.

*Loading berth* means an off-street space where an automotive vehicle can be parked for loading or unloading.

*Logo* means an emblem, letter, character, picture, trademark or symbol used to represent any firm, organization, entity or product.

*Lot* means a parcel of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership or possession or for building development.



*Lot, double frontage* means a lot in which both the front lot line and rear lot line abuts a street or other right-a-way.

*Lot, corner* means a lot situated at the intersection of and abutting on two or more streets.

*Lot, flag* means an irregularly shaped lot that has limited or narrow street frontage relative to the remaining lot area. Flag lots often have less than the minimum required street frontage, using a narrow strip of land to access a street or other right-of-way with the largest portion of the lot situated behind adjoining lots.

*Lot, reverse frontage* means a double frontage or corner lot with access provided to a street atypical from adjoining lots.

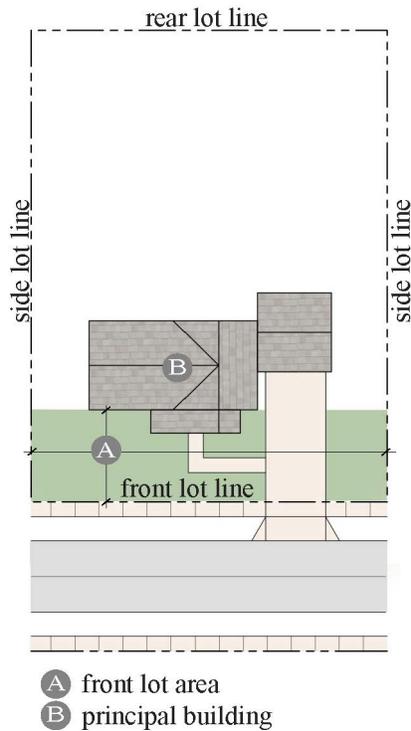
*Lot, T-intersection* means a lot that is directly across from and abutting a street intersection.

*Lot, wedge-shaped* means an irregular lot shaped like a wedge.

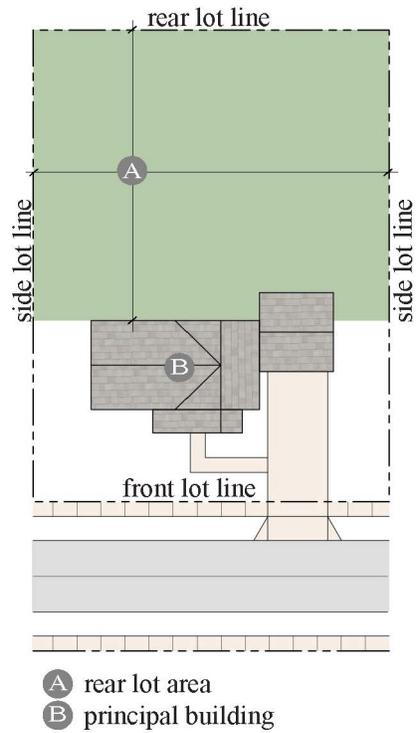
*Lot area or size* means the area of land enclosed within the boundaries of a lot.

*Lot coverage* means the amount (percent) of impervious coverage, including the surface parking and the building footprint.

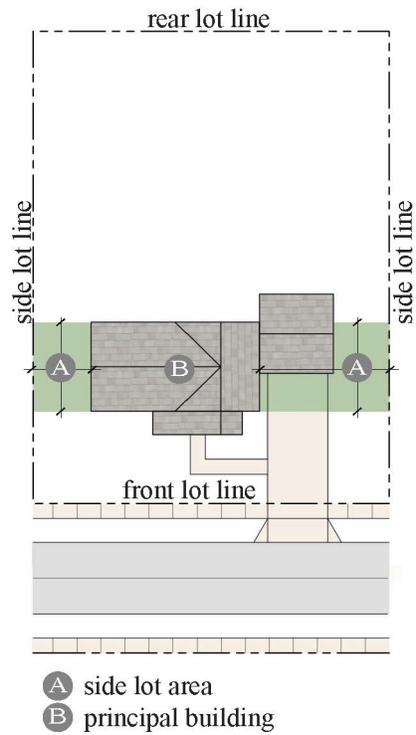
*Lot line, front* means the property line dividing a lot from the right-of-way of the street. For a corner lot, the shortest street right-of-way line shall be considered as the front line. For a corner lot, double frontage lot or other questionable situations, the front lot line shall be established by the Director based upon architectural character of nearby properties, access and other appropriate considerations.



*Lot line, rear* means the property line opposite the front lot line.



*Lot line, side* means any lot line other than a front or rear lot line.



*Lumen* means a quantitative unit measuring the amount of light emitted by a light source. The initial lumen rating is provided by manufacturers with lamp or light bulb packaging.

*Luminaire* means the complete lighting system, including the lamp and fixture.

*Manufactured housing* means a single-family dwelling which:

1. Is partially or entirely manufactured in a factory;
2. Is not less than twenty-four (24) feet in width and thirty-six (36) feet in length;
3. Is installed on an engineered permanent continuous foundation;
4. Has brick, wood, or cosmetically equivalent exterior siding and a four on twelve (12) minimum pitched roof;
5. Is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended;
6. Is certified pursuant to the Department of Housing and Urban Development (HUD) Codes and Town building codes; and
7. Has a permanent perimeter enclosure at its base, in like material as the structure.

Manufactured housing shall include *single-family dwelling, detached* as defined in this chapter.

*Marijuana, personal cultivation* means the growing or processing of marijuana plants, including the extraction of THC or other cannabinoids, as a patient or caregiver pursuant to Article XVIII, Section 14 of the Colorado Constitution or for personal use pursuant to Article XVIII, Section 16 of the Colorado Constitution.

*Marquee* means a permanent roof-like structure projecting beyond or above a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection from the weather.

*Master Sign Plan* means a coordinated sign program for commercial projects with multiple lots or buildings or multiple tenants. The sign program shall include, but not be limited to, a scaled drawing and comprehensive narrative of the locations, dimensions, colors, letter styles, materials and sign types of all signs to be installed.

*Medical marijuana dispensary* means the use of any property or structure to distribute, transmit, give, dispense, or otherwise provide marijuana in any manner, in accordance with Section 14 of Article XVIII of the Colorado Constitution.

*Medical services* mean examination, diagnosis, therapy, surgery, or consultation, including referral, rendered by a licensed provider.

*Message hold time* means the time interval a static message must remain on the display before transitioning to another message.

*Metal-halide* means a high intensity discharge lamp where the light is produced by radiation from metal-halide vapors.

*Microbrewery* means a commercial facility for manufacture, blending, fermentation, processing, and packaging of malt liquor that produces less than ten thousand (10,000) barrels (310,000 U.S. gallons) of beer annually. A microbrewery may include a *tasting room* as defined in this chapter.

*Mini-warehouse/self-storage* means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares.

*Mixed-use* means the development of a lot, tract or parcel of land, building or structure with two (2) or more different uses including, but not limited to, residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

*Mobile food cart* means a non-motorized device propelled by human power for the purpose of selling goods or services.

*Mobile home* means a transportable, single-family dwelling unit built on a permanent chassis with attached undercarriage consisting of springs, axles, wheels and hubs, and which is suitable for year-round occupancy and contains the same water supply, waste disposal and electrical conveniences as immobile housing. A mobile home is designed to be transported on streets to the place where it is to be occupied as a dwelling unit and may or may not be attached to a permanent foundation.

*Mobile home park* means a residential development that consists of mobile homes that are transported to the park site.

*Mobile vendor* means a person or persons selling products or services from, or out of, a motorized vehicle or other mobile device, such as a trailer. A mobile vendor does not include: individuals selling goods or services from coolers, trays, racks, carts, or other devices not self-propelled, motorized, or able to be attached to a vehicle, unless the goods are brought to the site in a motorized vehicle or mobile device; or vendors who spend less than fifteen (15) minutes in a specific location.

*Mounting height* means the overall height of the fixture or lamp above the ground.

*Multi-tenant center* means a building or combination of buildings on a site with more than one retail business, office or commercial venture (but not including residential apartment buildings), which share the same lot, access and/or parking facilities.

*Mural* means a picture or graphic illustration applied directly to a wall of a building or structure that does not advertise or promote a particular business, service or product.

*Museum* means a permanent facility for the collection and public display of artwork including, but not limited to, paintings, sculpture, textiles, and antiquities.

*Nonconforming building or structure* means a building or structure or portion thereof conflicting with the provisions of this title applicable to the zone in which it is situated.

*Nonconforming sign* means a sign which was validly installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this title.

*Nonconforming use* means the use of a structure or premises conflicting with the provisions of this title.

*Occupied* includes arranged, designed, built, altered, converted, rented or leased, or intended to be occupied.

*Office, business or professional* means the office of an engineer, dentist, doctor, attorney, real estate broker, insurance broker, architect or other similar professional persons; and any office used primarily for accounting, correspondence, research, editing, or administration, or as a broadcasting studio.

*Official Zoning Map* means the adopted zoning map of the Town showing zoning districts and boundaries.

*Open space* means an unoccupied, unobstructed area of land retained open to the sky except for trees, shrubbery, vegetation, streams, lakes or ponds. Open space land is generally free of improvements such as parking lots, streets, or structures other than those supporting the recreational or natural use of the property.

*Outdoor business promotional event* means, for the purposes of requiring a temporary use permit, an event that is located on the same lot or development as the permanent business(es), or on an adjacent sidewalk or public property, and 1) requires a street closure (including sidewalks on private property); 2) significantly interrupts the flow of traffic in public rights-of-way or access to private commercial property; or 3) includes the sale or consumption of alcoholic beverages to or by the public.

*Outdoor storage* means any collection of materials or equipment that is part of a business or residence and that is seen from a public roadway.

*Owner* means a person recorded as such on official records.

*Park* means an area set aside and developed for active or passive recreational activities including open areas, play fields, trails, picnic areas, play structures, ball fields and other similar improvements or uses.

*Parking* means the standing or placement of a vehicle, whether occupied or not, for any purpose other than briefly loading or unloading passengers or property.

*Pawnshop* means a business that is regulated by C.R.S. §29-11.9-101, et seq., that:

1. Regularly contracts to advance money to customers on the delivery of tangible personal property by the customer on the condition that the customer, for a fixed price and within a fixed period of time, has the option to cancel the contract; or
2. Purchases tangible personal property that has not previously been sold at retail in the course of its business of reselling tangible personal property.

*Pennant* means a series of small triangular, square or rectangular shaped flags attached in a string-type manner.

*Person* includes a natural person, an association, firm, partnership, company or corporation.

*Personal service establishment* means a business that provides individual services related to personal needs directly to customers at the site of the business, or that receives goods from or returns goods to the customer, which have been treated or processed at that location or another location. This includes travel agencies, dry cleaning pick-up and drop-off, laundries, tailors, hair stylists, cosmeticians, toning or tanning salons, photocopy centers, shoe repair shops, and interior design studios. This shall not include *service stations, indoor or outdoor recreation and entertainment uses, dry cleaning plants or massage therapy establishments.*

*Pharmacy* means an establishment primarily engaged in the retail dispensing of prescription drugs

and may offer nonprescription drugs, medical aids and convenience goods, but shall not permit the sale or distribution of medical or retail marijuana.

*Planning Commission* means the Town of Monument Planning Commission.

*Planning Department* means the Town of Monument Planning Department.

*Plat amendment* means modifications to an approved and recorded plat that may involve lot line adjustments, lot mergers, or corrections to lot lines and other specifications.

*Plat, final. Final plat* means a map and supporting materials of certain described land prepared in accordance with this title as an instrument for recording of real estate interests with the El Paso County Clerk and Recorder.

*Plat, preliminary. Preliminary plat* means a map or maps of a proposed subdivision and specified supporting materials, drawn and submitted in accordance with the requirements of these regulations.

*Plat, preliminary/final. Preliminary/Final plat* means a map or maps of a proposed subdivision and specified supporting materials drawn and submitted in accordance with the preliminary and final plat requirements of these regulations, where the preliminary and final plat are processed concurrently as one application.

*Plat, vacation. Vacation plat* means a map or maps of all or a portion of an existing subdivision where vacations of existing street rights-of-way, easements, or lot lines are proposed with specific supporting material drawn and submitted in accordance with the vacation plat requirements of this title. The vacation plat may also be part of a resubdivision to revise lot lines within an existing subdivision.

*Principal use* means the primary use of land or of a structure as distinguished from an accessory use.

*Public hearing* means a noticed meeting of a public body for the purpose of hearing comments, testimony, recommendations, and other responses from the Town staff, the applicant, interested parties, and the general public regarding the applicant's proposal or appeal and taking action on the proposal or appeal.

*Public improvements* mean any improvements to the land to prepare it for residential or commercial development for which construction plans are required by the Town, and includes grading, utilities, streets, sidewalks, bike lanes, trails, access drives and landscaping, curb and gutter, irrigation, and lighting.

*Public Improvement Agreement (PIA)* means one or more security arrangements which may be accepted by the Town to secure the construction of such public improvements as are required by the Board of Trustees and includes collateral, such as, but not limited to, performance or property bonds, letters of credit, private or public escrow agreements, loan commitments, assignments of receivables, liens on property, deposit of certified funds, or other similar surety agreements.

*Public notice* means notice to the public of a public hearing by the Board of Trustees, Board of Adjustment or Planning Commission.

*Public safety station* means a use designed to protect public safety and provide emergency response services, often located in or near the area where the service is provided. Employees are regularly present on-site. Examples include fire stations, police stations, and emergency medical and ambulance stations.

*Recreation and entertainment, indoor* mean uses that provide recreation or entertainment activities within an enclosed environment. Specific use types include, but are not limited to movie theater, bowling alley, fitness center, or indoor shooting range.

*Recreation and entertainment, outdoor* mean uses that provide recreation or entertainment activities outside of an enclosed environment. Specific use types include, but are not limited to: amusement park,

miniature/putt-putt golf course, go-cart racetrack, indoor/outdoor golf driving range or water park. This use does not include a *golf course* as defined in this chapter.

*Recreational vehicle* means a vehicle used for recreational purposes including such vehicles as travel trailer, tent trailer, detached pickup camper or coach, motorized dwelling, boat and boat trailer, snow vehicle, cycle trailer, utility trailer, horse trailer, or similar vehicular equipment.

*Recreational vehicle park* means a parcel of land providing space and facilities for recreational vehicles for recreational use or transient lodging.

*Recycling center* means a facility in which recoverable resources such as newspapers, glassware, plastics, and metal cans are recycled, reprocessed, and treated to return such products to a condition in which they can again be used for production. This facility is not a *junkyard or dumping ground* as defined in this chapter.

*Religious assembly* means facilities used primarily for non-profit purposes to provide assembly and meeting areas for religious activities. Examples include churches, temples, synagogues, and mosques. Accessory uses to such facilities do not include *schools* as defined in this chapter, which shall require approval as a separate principal use.

*Research and development facility* mean research, development, and testing laboratories that do not involve the mass manufacture, fabrication, processing, or sale of products.

*Restaurant* means an area or structure in which the principal use is the preparation or sale of food and beverages.

*Resubdivision* means the changing of any existing lot or lots within any subdivision plat previously recorded with the El Paso County Clerk and Recorder in conformance with this title.

*Rezoning* means an amendment to the official zoning map consisting of a change in the classification of land from one (1) zone district to another.

*Right-of-way* means all streets, roadways, sidewalks, alleys and all other areas reserved for present or future use by the public as a matter of right, for the purpose of vehicular or pedestrian travel.

*Roof* means the cover of any building, including the eaves and similar projections.

*Roofline* means the highest point on any building where an exterior wall encloses usable floor space, including floor area for housing mechanical equipment. The term “roofline” also includes the highest point on any parapet wall, providing such parapet wall extends around the entire perimeter of the building.

*Schools, colleges or universities. Colleges or universities* means such education institutions for the purpose of undergraduate and graduate instruction. The institution may be privately or publicly funded and may also include on-campus dormitories for enrolled students.

*Schools, nonpublic. Nonpublic schools* mean all private, parochial, cottage and independent schools which provide education of compulsory school age pupils comparable to that provided in the public schools of the state. This does not include schools which operate in private residences where parents or legal guardians provide instruction to their own children in their homes.

*Schools, proprietary. Proprietary schools* mean schools such as art schools, business colleges, trade schools and secretarial colleges.

*Schools, public. Public schools* mean those schools administered by a legally organized school District, including charter schools operating under charters approved by a public school district.

*Service station* means any premises where gasoline and other petroleum products are sold or light maintenance activities such as engine tune-ups, emissions testing, lubrication, minor repairs, and carburetor cleaning are conducted. Service stations shall not mean *convenience stores* as defined in this chapter, or premises where heavy motor vehicle maintenance activities such as engine overhauls, motor vehicle painting, and body fender work are conducted.

*Setback* means the distance from the property line to the nearest part of the applicable building or structure, measured perpendicularly to the property line.

*Sexually oriented business* means a use defined and regulated pursuant to the provisions of Chapter 5.40 of this code.

*Shared parking* means a public or private parking area used jointly by two (2) or more users or uses to fulfill their individual parking requirements.

*Shielding* means that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture where light is emitted.

*Shooting range, indoor* means a soundproof, enclosed building or part thereof, wherein firearms are shot at targets under strict rules of conduct and safety.

*Shopping center* means a retail shopping area containing at least one major retail store of over fifty thousand (50,000) square feet of gross leasable area and additional retail stores.

*Sign* means any written copy, display, illustration, insignia or illumination which is displayed or placed in view of the general public, and shall include every detached sign and every sign attached to or forming a component part of any marquee, canopy, awning, pole, vehicle or other object, whether stationary or movable.

*Sign, animated. Animated sign* means any sign flashing or simulating motion with an electronic or manufactured source of supply or contains wind-actuated motion.

*Sign, awning. Awning sign* means a sign permanently affixed to a sheet of canvas or other material stretched on a frame and used to keep the sun or rain off a storefront, window, doorway, or deck.

*Sign, bandit. Bandit sign* means a sign of any material that is attached to a fence, utility pole, tree, traffic sign post, retaining wall or any object located, situated on, or visible from public or private rights-of-ways or property.

*Sign, cabinet. Cabinet sign* means an internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a rigid frame.

*Sign, canopy. Canopy sign* means a sign permanently affixed to a roofed shelter covering a sidewalk, driveway or other similar area which shelter may be wholly supported by a building or may be wholly or partially supported by columns, poles or braces extended from the ground.

*Sign, display* means a sign either 1) mounted on a building wall oriented to pedestrians, or 2) a freestanding sign oriented to occupants of a vehicle in a drive-thru aisle.

*Sign, electronic message center. Electronic message center sign* means a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

*Sign, fabric. Fabric sign* means a professionally produced temporary sign having characters, letters, illustrations or ornamentations applied to flexible material (e.g., vinyl, plastic, canvas, cloth, fabric or other lightweight non-rigid material) with only such material for a backing, which projects from, hangs from or is affixed to a building or structure. Fabric signs include pennants, wall banners, cable-hung banners and wave banners.

*Sign, freestanding. Freestanding sign* means any sign supported by structures or supports that are placed on or anchored in the ground and are not attached to any building or structure.

*Sign, handheld. Handheld sign* means a temporary sign held, suspended or supported by an individual. Handheld signs do not include handheld signs utilized for traffic control or safety purposes. Also known as a human sign spinner or sign twirler sign.

*Sign, incidental. Incidental sign* means a small sign affixed to a building or structure, machine, equipment, fence, gate, wall, gasoline pump, public telephone, or utility cabinet.

*Sign, inflatable. Inflatable sign* means a balloon, blimp or other inflated object used for attracting attention.

*Sign, marquee* means any sign made a part of a marquee and designed to have changeable copy.

*Sign, monument. Monument sign* means a permanent freestanding sign supported by, or integrated into, a base or pedestal at least seventy-five percent (75%) of the sign width.

*Sign, off-premise. Off-premise sign* means any sign which identifies a place, product, service or anything that is not available on the premises on which the sign is located.

*Sign, permanent. Permanent sign* means any sign constructed of durable materials and affixed, lettered, attached to or placed upon a fixed, non-movable, non-portable supporting structure.

*Sign, portable. Portable sign* means a moveable sign that is not permanently affixed to a building, structure, or the ground. Portable signs include signs mounted on trailers, wheeled carriers, or frames that are designed to be placed onto a surface without being secured to it.

*Sign, projecting. Projecting sign* means a double-faced sign attached perpendicular to the wall of a building or structure which projects over public or private property.

*Sign, pylon. Pylon sign* means a permanent freestanding sign supported by one (1) or more poles or pylons.

*Sign, sandwich board. Sandwich board sign* means a type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, and comparable signs.

*Sign, site. Site sign* means a temporary freestanding sign constructed of vinyl, plastic, wood or metal and designed or intended to be displayed for a limited period of time on a vacant lot or a lot with active building permits.

*Sign, temporary. Temporary sign* means any sign based upon its materials, location and/or means of construction, e.g., light fabric, cardboard, wallboard, plywood, paper or other light materials, with or without a frame, intended or designed to be displayed for a limited period of time.

*Sign, vehicle. Vehicle sign* means a sign that is printed, painted upon or attached to motor vehicles, including semi-truck trailers, used primarily for the delivery of products, passengers or services or for business purposes other than as a sign.

*Sign, wall. Wall sign* means any sign painted on or affixed to the wall or door of a building or structure, or any sign consisting of cut-out letters or devices affixed to a wall with no background defined on the wall in such a manner that the wall forms the background surface of the sign.

*Sign, wind. Wind sign* means a sign consisting of one (1) or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons or other objects or material fastened in such a manner as to move or be designed to move upon being subjected to pressure by wind or air movement.

*Sign, window. Window sign* means any sign which is applied or attached to either the interior or exterior of a window and intended to be viewed from outside the building or structure.

*Sign, yard. Yard sign* means a temporary freestanding sign constructed of paper, vinyl, plastic, wood, metal or other comparable material, and designed or intended to be displayed for a limited period of time on a lot with one (1) or more existing permanent structures.

*Sign face* means an exterior display surface of a sign including nonstructural trim, yet exclusive of the supporting sign structure.

*Sign height* means the vertical distance from established grade at the base of the sign to the highest element or the uppermost point on the sign or sign structure. The term “sign height” is also used in calculating sign area.

*Sign maintenance* means the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.

*Sign program* means a design package that identifies a coordinated project theme of uniform design elements for all signs associated with a commercial project, including color, lettering style, material, and placement.

*Sign structure* means any structure designed for the support of a sign.

*Site* means a lot, lots, parcel or tract of land under common ownership, or developed together as a single development site, regardless of how many uses occupy the site.

*Site frontage* means the linear distance between the side lot lines and the front lot line.

*Site plan* means a detailed development plan for a property, which generally permits an evaluation of the intended use, and such design elements as circulation, parking and access; open space and landscaping; building location and configuration; grading and drainage; setbacks and screening; public improvements; and other elements, which determine if the proposal has been planned consistently with the intent of this title.

*Site-specific development plan* means a plan that has been submitted to the Town by a landowner or such landowner’s representative describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property, which plan shall create a vested property right. The following shall be considered site specific development plans:

1. Conditional use pursuant to Section 18.03.320.

2. Final subdivision plat pursuant to Section 18.02.220, including major subdivisions, minor subdivisions, re-subdivisions, and division of property into condominium or townhouse units.
3. The final approval step, irrespective of the name or designation of such approval, which occurs prior to building permit application. The following are specifically excluded from, and shall not constitute, a site specific development plan: variances issued by the Board of Adjustment, sketch plans, preliminary plans, business licenses, floodway or floodplain permits, franchises, temporary use permits, any comprehensive plan element, creation of improvement districts, zoning or rezoning, final architectural plans, or final construction drawings and related documents specifying materials and methods for construction of improvements.

*Sketch plan* means a map of the proposed subdivision, drawn and submitted in accordance with the objectives of these regulations to evaluate development feasibility and design characteristics at an early planning stage.

*Sky glow* means the result of scattered light in the atmosphere above urban areas and the haze or glow of light that currently surrounds populated areas and reduces the ability to view the nighttime sky.

*Solar energy system, accessory* means a device and/or system that has a combined name plate DC rating of less than 15 kilowatt and includes the equivalent kilowatt measurement of energy for systems other than photovoltaic that converts the sun's radiant energy into thermal, chemical, mechanical, or electric energy.

*Solar energy system, large* means a device and/or system that has a combined name plate DC rating of greater than 500 kilowatt and includes the equivalent kilowatt measurement of energy for systems other than photovoltaic that converts the sun's radiant energy into thermal, chemical, mechanical, or electric energy.

*Solar energy system, small* means a device and/or system that has a combined name plate DC rating of 15 kilowatt to 500 kilowatt and includes the equivalent kilowatt measurement of energy for systems other than photovoltaic that converts the sun's radiant energy into thermal, chemical, mechanical, or electrical energy.

*Streamer* means a ribbon or series of pennants used to attract attention.

*Street* means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. This definition includes the terms road, lane, boulevard, place, avenue, drive and other similar designations.

*Street, Arterial. Arterial street* means a street as defined in the Town's adopted Roadway Standards.

*Street, Collector. Collector street* means a street as defined in the Town's adopted Roadway Standards.

*Street, Local. Local street* means a street as defined in the Town's adopted Roadway Standards.

*Street frontage* means the linear frontage (or frontages) of a lot or parcel abutting on a private or public street which provides principal access to, or visibility of, the premises.

*Structure* means anything constructed or erected, which requires a location on the ground or is attached to something having a location on the ground, but not including fences (or walls used as fences) less than six feet in height, poles, line, cables, or other transmission or distribution facilities of public utilities. All signs shall be considered structures.

*Subdivision* means any parcel of land which is to be used for condominiums, townhomes, apartments containing two (2) or more dwelling units or any other multiple-dwelling units, unless such land was previously subdivided and the filing accompanying such subdivision complied with requirements of these regulations with respect to the type and density of such proposed use; or any parcel of land which is to be divided into two (2) or more lots, tracts, parcels, plats, sites, separate interests (including leasehold interests), interests in common or other division for the purpose, whether immediate or future, of transfer of ownership or for building or other development. Unless the method of disposition is adopted for the purpose of evading the requirements of these regulations, the term *subdivision* shall not apply to any of the following divisions of land or interests in land:

1. A division of land by order of any court in the State or by operation of law;
2. A division which is created by a security or unit of interest in any investment trust regulated under the laws of the State or any other interest in an investment entity;
3. A division which creates cemetery lots;
4. A division which creates an interest in oil, gas, minerals or water which is severed from the surface ownership of real property;
5. A division which is created by the acquisition of an interest in land in the name of a husband and wife or other persons in joint tenancy or as tenants in common, and any such interest shall be deemed as only one (1) interest; and/or
6. A division which is created by the conveyance of real property to the Town in satisfaction of land dedication, subdivision, annexation or other Town requirements.

*Subdivision, major. Major subdivision* means all subdivisions not classified as minor subdivisions, including but not limited to subdivisions of five (5) or more lots, or any size subdivision requiring any new street or extension of the local Town facilities or the creation of any public improvements.

*Subdivision, minor. Minor subdivision* means any subdivision containing not more than four (4) lots or dwelling units fronting on an existing street, not involving the construction of a new street or road or the extension of Town facilities, and otherwise meeting the requirements of this title.

*Substance abuse treatment facility, outpatient* mean structures and land used for the treatment of alcohol or other drug abuse where neither meals nor lodging is provided.

*Substantial change* means a modification which substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria, including a single change or a series of changes over time whether made by a single owner or operator or different owners/operators over time, when viewed against the initial approval for the support structure:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the federal Spectrum Act, effective February 22, 2012;

2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
4. It entails any excavation or deployment outside the current site;
5. It would defeat the concealment elements of the eligible support structure; or
6. It does not comply with conditions associated with the original siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 6 of this definition.

*Tasting room* means an establishment where beer or distilled liquor produced on the premises is served to the public for on-site consumption.

*Tower* means any freestanding structure designed and constructed primarily for the purpose of supporting one (1) or more FCC-licensed or authorized antennae, including self-supporting lattice towers, guy towers and monopole towers, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers and other similar structures. The term also includes any antenna or antenna array attached to the tower structure.

*Tower Height (average)* means, when referring to a tower, the distance measured from the average ground level to the highest point on the tower or other structure, even if said highest point is an antenna.

*Town* means the Town of Monument, Colorado.

*Town staff* means the Town Manager or designee.

*Traffic control sign* means a sign erected in a public right-of way by an authorized governmental agency for the purposes of traffic regulation and safety.

*Transit center* means an area utilized by public or commercial carriers for pick-up or drop-off of passengers. In addition to loading and unloading areas, transit centers may include shelters, restrooms, concessions, benches, information offices, ticket sales, landscaping, lighting and other such facilities and appurtenances. Individual bus stops, maintenance and storage facilities are not included in this definition.

*Transition duration* means the time interval it takes the display to change from one (1) complete static message to another complete static message.

*Transition method* means a visual effect applied to a message to transition from one (1) message to the next. Transition methods include:

1. Dissolve - a frame effect accomplished by varying the light intensity or pattern, where the first frame gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second frame.
2. Fade - a frame effect accomplished by varying the light intensity, where the first frame gradually reduces intensity to the point of not being legible (i.e., fading to black) and the subsequent frame gradually increases intensity to the point of legibility.

*Truck stop* means an establishment engaged primarily in the fueling, servicing, repair or parking of tractor trucks or similar heavy commercial vehicles, including the sale of accessories and equipment for such vehicles. A truck stop may also include overnight accommodations, showers or restaurant facilities primarily for the use of truck crews.

*Uniformity ratio (UR)* means the average level of illumination in relation to the lowest level of illumination for a given area. Example: UR ratio = 4:1 means the highest level of illumination four should be no more than four times the average level of illumination one.

*Up-lighting* means any source that distributes illumination above a ninety (90) degree horizontal plane.

*Urgent care facility* means a medical center that provides limited emergency medical services that may not require 24-hour care.

*Use* means the purpose for which land or a building is designed, arranged or intended, or for which it either is or may be occupied or maintained.

*Variance* means a legal modification of applicable zoning district provisions, such as yard, lot width, yard depth, sign, setback, and off-street parking and loading regulations, granted due to the peculiar conditions existing within a single piece of property.

*Vehicle parking lot* means an area, not within a building, where, as a principal use, motor vehicles may be parked for purposes of daily or overnight off-street parking.

*Vehicle sales and rental* means the storage, display, sale, lease, or rental of new or used vehicles, including automobiles, vans, motorcycles, and light trucks. This use shall not include a junkyard, salvage or scrap operations.

*Vehicle service and repair, heavy* means an establishment involved in the major repair and maintenance of automobiles, motorcycles, trucks, vans, trailers, or recreational vehicles. Services include engine, transmission, or differential repair, reconditioning or replacement; bodywork; upholstery work; painting; and associated repairs conducted within a completely enclosed building.

*Vehicle service and repair, light* means an establishment involved in the minor repair and maintenance of automobiles, motorcycles, trucks, or vans not in excess of ten thousand (10,000) pounds' gross vehicle weight. Services include brake, muffler, and tire repair and change; lubrication; tune ups and associated repairs, conducted within a completely enclosed building.

*Vested property right* means the right to undertake and complete development and use of property under the terms and conditions of a site-specific development plan.

*Visibility triangle* means a triangular area on a lot at the intersection of two streets, a street and a railroad, a street and an alley, or a street and a recreational trail, two sides of which are curb lines measured from the corner intersection of the curb lines to a distance specified.

*Warehousing and distribution* mean the storage or movement of goods. Goods are generally delivered to other firms or the final consumer, except for some will call pickups. There is little on-site sales activity with the customer present. Specific use types include: *freight or truck yard*, or *wholesale distribution center*.

*Wholesale distribution center* means a permanent facility for the storage of products, supplies, and equipment offered for wholesale distribution (not for direct sale to the general public).

*Wholesale sales* means a business for the direct sale of wholesale products to the general public.

*Wind driven generator* means any mechanism including blades, rotors and other moving surfaces designed for the purpose of converting wind into mechanical or electrical power.

*Window* means an opening for letting in light or air or for looking through, usually having a pane or panes of glass, etc. Spandrel glass that appears to be a window shall not be considered as such.

*Yard* means an open space other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in this title.

*Yard, front. Front yard* means a yard extending across the full width of the lot between the front lot line and the nearest line or point of the principal building.

*Yard, rear. Rear yard* means a yard extending across the full width of the lot between the rear lot line and the nearest line or point of the principal building.

*Yard, side. Side yard* means a yard extending from the front yard to the rear yard, the width of which is the horizontal distance from the nearest point of the side lot line to the nearest point of the principal building.

*Zone district* means a designated area of the Town within which certain zoning regulations and requirements, or various combinations thereof, apply as set forth in this title.

*Zoo* means an area, building, or structures that contain wild animals on exhibition for viewing by the public.

**TITLE 18**  
**Town of Monument Land Development Code**



**APPENDIX ONE**

**DEVELOPMENT REVIEW APPLICATION AND SUBMITTAL CHECKLISTS**

Development Review Application

Annexation Checklist

Site Plan Checklist

Conditional Use Checklist

CMRS Facility Checklist

Preliminary PUD Checklist

Final PUD Checklist

Zoning Variance Checklist

Rezoning Checklist

Sketch Plan Checklist

Preliminary Plat Checklist

Final Plat Checklist

Final Plat Specifications Checklist

Minor Subdivision Checklist

Plat Amendment Checklist

Vacation of Plat, Right-of-Way or Easement Checklist

Sign Permit Checklist



TOWN OF MONUMENT  
645 BEACON LITE ROAD  
MONUMENT, CO 80132

PLANNING DEPARTMENT  
Phone: 719-481-2954  
Email: [planning@tomgov.org](mailto:planning@tomgov.org)  
[www.townofmonument.org](http://www.townofmonument.org)

## DEVELOPMENT REVIEW APPLICATION

Project Number: \_\_\_\_\_

### PROJECT INFORMATION

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

Property Address/General Location: \_\_\_\_\_

Total Land Area (acres): \_\_\_\_\_ Tax Schedule #: \_\_\_\_\_

### APPLICANT INFORMATION

Name: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### PROPERTY OWNER INFORMATION

Name: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

PRIMARY POINT OF CONTACT FOR THIS PROJECT: \_\_\_\_\_

### PLANNING DEPARTMENT DEVELOPMENT REVIEW FEES

APPLICATION TYPE	APPLICATION FEE
<input type="checkbox"/> Annexation	\$2,000 (10 acres or less) \$3,500 (over 10 acres)
<input type="checkbox"/> Rezoning	\$1,000
<input type="checkbox"/> Site Plan	\$3,500 (5 acres or less) \$5,000 (over 5 acres)
<b>PLANNED UNIT DEVELOPMENT (PUD)</b>	
<input type="checkbox"/> Preliminary PUD*	\$3,500 (5 acres or less) \$5,000 (over 5 acres)
<input type="checkbox"/> Final PUD	\$3,000
<input type="checkbox"/> PUD Major Amendment	\$2,000
<input type="checkbox"/> PUD Minor Amendment	\$1,000

SUBDIVISION	
<input type="checkbox"/> Sketch Plan	\$1,000
<input type="checkbox"/> Preliminary Plat*	\$3,000
<input type="checkbox"/> Final Plat	\$1,500
<input type="checkbox"/> Minor Plat or Replat	\$1,500
<input type="checkbox"/> Plat Amendment	\$1,000
<input type="checkbox"/> Plat, Right-Of-Way or Easement Vacation	\$1,000
OTHER	
<input type="checkbox"/> Sign Permit	\$100 per permanent sign; \$15 per temporary sign
<input type="checkbox"/> CMRS Facility	TBD
<input type="checkbox"/> Zoning Variance – Non-Residential	\$1,000
<input type="checkbox"/> Zoning Variance – Residential	\$500
<input type="checkbox"/> Conditional Use	\$500**
<input type="checkbox"/> Additional Review Fee (after two reviews)	\$200: plus \$50 per hour (\$1000 maximum fee) per review
<input type="checkbox"/> Additional Charges	\$50 per hour for additional research; at staff discretion
<input type="checkbox"/> Construction Document (CDs) Review	\$500
NOTES: * Preliminary/Final concurrent review shall be charged as preliminary. ** There may be an additional \$3,000 application fee charged for requests with infrastructure issues; at Planning Staff discretion.	

**CERTIFICATION**

I certify the information and exhibits submitted are true and correct to the best of my knowledge and that in filling out this application, I am acting with the knowledge, consent, and authority of the owners of the real property, without whose consent and authority the requested action could not lawfully be accomplished. Pursuant to said authority, I hereby permit Town officials to enter upon the property for the purpose of inspection, and if necessary, for evaluation of the proposal. I understand that as the applicant designated on this application, I am liable for all fees and costs associated with the Town’s review of this project. These may include, but are not limited to engineering and consultant fees, public notice costs, recordation fees, and any other fees paid by the Town in connection with or related to the review of this application. Payment of the above fees shall not relieve the payment of any other fees imposed by the Town.

**Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Name (printed)*

**By:** \_\_\_\_\_  
*Signature*

As owner of the aforementioned property, I hereby consent to the submission of this application and authorize the applicant to act on my behalf with regard to this application.

**Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Name (printed)*

**By:** \_\_\_\_\_  
*Signature*

**TO BE COMPLETED BY PLANNING STAFF ONLY**

Date Application Received: \_\_\_\_\_ Date Application Complete: \_\_\_\_\_  
Date of Pre-Application Meeting: \_\_\_\_\_  
Current Zoning of Subject Property: \_\_\_\_\_ Comprehensive Plan Designation: \_\_\_\_\_  
Total Fees Paid: \_\_\_\_\_ Check # \_\_\_\_\_ Act# \_\_\_\_\_



## ANNEXATION CHECKLIST

**An application for annexation shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable annexation fee.
- A vicinity map indicating the location of the property.
- A legal description of the property.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application, a brief description of the proposed annexation, and confirmation that the property is eligible for annexation in accordance with C.R.S. §§ 31-12-101, et seq. Identify zoning if proposed concurrent with annexation.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- An annexation petition prepared in accordance with C.R.S. §§ 31-12-101, et seq.
- An Affidavit of Circulator prepared in accordance with C.R.S. §§ 31-12-101, et seq.
- An annexation map prepared in accordance with C.R.S. §§ 31-12-101, et seq., including:
  - Boundaries of each ownership parcel within the area to be annexed.
  - Name of annexation.
  - Date, scale and North sign.
  - Location of proposed annexation site to Town's existing boundaries.
  - Boundaries of any special districts having jurisdiction over the area to be annexed.
  - The location and width of streets and utility easements either within or adjacent to the area to be annexed.
  - The location and site of nearest existing utility lines.
  - Any existing development in the area to be annexed.
  - The current source of water, sanitary sewer, and storm drainage service for the area to be annexed.
  - Proposed zoning of the area to be annexed and exact zoning boundaries.
  - A professional engineer or land surveyor's statement of preparation with stamp and signature.
  - Other signature blocks required for recordation (Refer to Signature Blocks for Annexation)
- A map in a GIS shapefile format compatible with the County GIS database.
- An annexation impact report prepared in accordance with C.R.S. §§ 31-12-101, et seq. Note: An annexation impact report is not required for any property less than ten (10) acres in size.
- Any pre-annexation agreement(s) negotiated with the Town of Monument.
- A Special Warranty Deed for conveyance of water rights (attach Special Warranty Deed).
- State Engineers consent form (attach Non-Tributary Ground Water Consent Landownership Statement).
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**

**SIGNATURE BLOCKS FOR ANNEXATIONS**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ BEING THE OWNER OF CERTAIN LANDS IN THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

(INSERT LEGAL DESCRIPTION HERE)

DO HEREBY REQUEST ANNEXATION TO THE TOWN OF MONUMENT THE ABOVE DESCRIBED PROPERTY BY: \_\_\_\_\_ AS \_\_\_\_\_ SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED BEFORE ME (name) WHO FIRST BEING SWORN DULY EXECUTED THE ABOVE DOCUMENT.

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
MY COMMISSION EXPIRES

**WATER DEDICATION:**

THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF MONUMENT FOR PUBLIC USE ALL WATER AND WATER RIGHTS, BOTH TRIBUTARY AND NON-TRIBUTARY, ARISING UPON, FLOWING UPON OR LYING UNDER THE PROPERTY AS DESCRIBED HEREIN.

BY: \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_

**SURVEYOR'S STATEMENT:**

I, \_\_\_\_\_, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT SAID PLAT ACCURATELY SHOWS THE DESCRIBED PARCEL OF LAND, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

\_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR

THIS SURVEY IS NULL AND VOID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

**PLANNING DEPARTMENT:**

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF MONUMENT PLANNING DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PLANNING DIRECTOR

**TOWN APPROVAL:**

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, THIS ANNEXATION PLAT IS APPROVED.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
DATE

RECORDING STAMP



Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

**Notes:**

- 1. Person signing for a corporation must be the President or a Vice President of the corporation and title must be stated with signature.**
- 2. Notarization (acknowledgement) must also be completed.**
- 3. Please attach any separate legal description.**

**STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES**

**NON-TRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT**

I (We) \_\_\_\_\_  
Name

whose mailing address is \_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

claim and say that I (we) am (are) the owner(s) of the following described property consisting of approximately \_\_\_\_\_ acres in the County of El Paso, State of Colorado: (insert legal description)

and that I (we) have granted written consent to the Town of Monument to

withdraw ground water from the \_\_\_\_\_\* aquifer as evidenced by the attached copy of a deed or other document recorded in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given to withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\* Enter Dawson, Denver, Arapahoe or Laramie-Fox Hills – one form required for each aquifer.



## SITE PLAN CHECKLIST

**An application for a Site Plan shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Site Plan fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and how it meets the evaluation criteria in Section 18.03.150 D of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A 24" x 36" site plan, with scale and north arrow, indicating the general site design of the proposal, including:
  - A vicinity map indicating the location and street address (if applicable) of the property.
  - The location of property lines and any existing or proposed easements and rights-of way.
  - The location of existing and proposed streets, including names, widths, location of centerlines and acceleration/deceleration lanes.
  - The location of existing and proposed buildings, utilities and other improvements on the property. A building envelope may be shown for proposed buildings. Show building setbacks from property lines.
  - The direction of traffic flows and locations of entries and exits of parking lots.
  - The location and number of parking spaces for off-street parking and loading areas.
  - The location of service and refuse collection areas.
  - The location of all signs indicating the type, size and height of each sign.
  - The area and location of open space and recreation areas.
  - The location and type of exterior outdoor lighting.
  - The location of existing and proposed fences, landscaping features and other methods of visual screening.
  - The location of any significant environmental conditions or hazards; e.g., a 100-year floodplain.
  - Site data: total area; lot coverage by structures and paving; gross floor area; number of residential units and density.
- Evidence of water availability from the Town or a special district. If a special district, attach "will serve" letter.
- Any supplemental materials that the applicant feels will accurately depict the proposed project.

**In addition to the information listed above, the Planning Director may also require the following:**

- A drainage study and/or plan.
- A grading plan with existing and proposed topography.
- A utility plan and/or technical studies.
- A landscape plan prepared by a licensed landscape architect in accordance with the Town's Landscape Guidelines.
- A wildfire mitigation plan.
- A traffic impact analysis or study.
- A geotechnical report.
- A Public Improvements Agreement (PIA). Refer to Appendix Two for model agreement.
- A survey prepared by a licensed professional land surveyor if the property is unplatted.
- An improvement survey if existing buildings are located on the property.
- HOA or merchant association documents, if needed to hold and maintain common property.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**



## CONDITIONAL USE CHECKLIST

**An application for a Conditional Use shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Conditional Use fee.
- A vicinity map indicating the location of the property.
- A legal description of the property.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the conditional use criteria in Section 18.03.320 D of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A site plan\* prepared in accordance with the Site Plan Checklist (attach).
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

***\*Note: Approval of a conditional use is also subject to approval of a site plan application. See Section 18.03.150 of this title.***

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**



## CMRS FACILITY CHECKLIST

**An application for a CMRS facility shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable CMRS Facility fee.
- A project statement identifying the proposed CMRS facility and telecommunication service to be provided.
- An indication as to whether the facility is designed to accommodate the equipment of additional carriers. Each application for a CMRS facility shall be accompanied by a statement from the building/property owner indicating that they consent to the placement of the CMRS facility on the site and information which indicates that the lease does not preclude collocation.

An application for a modification to an existing facility which is not a “substantial change” and is considered an “eligible facilities request,” as defined in Section 18.07.110 of this title, shall provide all information reasonably required by the Town to determine whether the request meets the requirements for being an “eligible facility request” that is not a “substantial change” in the physical dimensions of the support structure.

An application for any other building or roof mounted facility, or to place additional antennas on existing freestanding facilities, shall make application as a site plan. Refer to the Site Plan Checklist.

An application for a freestanding CMRS facility shall be accompanied by the following information:

- An application for a Conditional Use. Refer to the Conditional Use Checklist.
- Evidence that the carrier has reasonably explored the use of wall or roof or stealth facilities within the search area and determined that said facilities are not feasible or appropriate and justification of the need for the proposed tower and height requested.
- A site development plan illustrating all existing buildings, parking, easements, and landscaping existing on the site as well as any proposed CMRS facility locations, landscaping, screening or security fencing.
- A photo simulation, illustrating "before" and "after" what the site will look like once the freestanding CMRS facility and any ground-mounted equipment have been constructed. The photos shall be taken from an adjoining public street and from any adjacent residential zoning from which the freestanding facility will be visible.
- Elevation drawings shall include the freestanding CMRS facility, as well as any ground-mounted equipment. The drawings should indicate the appearance, height, color and material proposed for the freestanding CMRS facility, antennas and associated equipment.
- A license agreement for any small cell facilities proposed in the public right-of-way (attach Wireless Communications Facilities License Agreement). Refer to Appendix Three for model agreement.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.



## PRELIMINARY PUD CHECKLIST

**An application for a Preliminary PUD shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Preliminary PUD fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the preliminary PUD review and approval criteria of Section 18.03.450 D of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A site plan prepared in accordance with the Site Plan Checklist (attach). Include Preliminary PUD signature blocks; see next page for signature block text and format.
- A chart or charts describing proposed land uses, percent of total acreage for each use, gross residential density, maximum number of dwelling units, and maximum nonresidential square footage or FAR (floor area ratio), as applicable. Include specifications for minimum lot area, minimum setbacks, maximum building height, maximum lot coverage and any other proposed bulk and area standards. Include areas devoted to open space and/or public land dedication and streets.
- A list of any proposed modifications to any the development standards within Chapter 5 of this title.
- A list of any proposed use definitions that are in addition to those found in Chapter 7 of this title.
- Design Guidelines that include: Intent Statement, General Design Concept, Authority and Objectives, Architectural Design Guidelines, Exterior Finishes and Materials, Landscape Guidelines, and Signage Criteria.
- Building elevation drawings, to include all four sides, and specify all color, and materials, and identify functions of all exterior architectural features, including exterior wall mounted lighting.
- A preliminary landscape plan prepared in accordance with the Monument Landscape Guidelines.
- A drainage study and/or preliminary drainage plan.
- A preliminary utility plan and/or technical studies.
- A preliminary traffic impact analysis and access management plan.
- A geotechnical report.
- A wildlife impact report.
- A wildfire mitigation plan and/or Gambel Oak and tree preservation plan (if in a forest/wooded area).
- A weed management plan.
- A noise study for residential developments proposed adjacent to I-25, the railroads, and for other projects that are expected to generate high sound levels or for residential projects that are expected to be significantly impacted by noise.
- Descriptions of Operations and Period of Operation. Daily starting time and closing time, length of total operating season and length of peak operating season. Required for uses that generate significant truck traffic and/or include outdoor operations with significant activity, noise, odors, dust, or other activities that could be a nuisance to neighbors
- HOA or merchant association documents, if needed to hold and maintain common property.
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**



**TOWN APPROVAL:**

THIS PRELIMINARY PUD IS APPROVED.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

TOWN OF MONUMENT

\_\_\_\_\_  
MAYOR                      DATE

ATTEST:

\_\_\_\_\_  
TOWN CLERK                      DATE

Note: The Preliminary PUD is not recorded.

**WATER AND SANITATION DISTRICTS**

WOODMOOR WATER AND SANITATION DISTRICT NO. 1

**NOT FOR CONSTRUCTION**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

THESE PLANS HAVE BEEN REVIEWED ONLY FOR GENERAL CONFORMANCE WITH THE RULES, REGULATIONS, AND POLICIES OF THE WOODMOOR WATER & SANITATION DISTRICT NO.1 (WWSO). APPROVAL OF THIS PLANNING DOCUMENT DOES NOT CONSTITUTE AS AN APPROVAL FOR ALTERATION, EXTENSION, OR CONNECTION TO ANY WWSO WATER OR SEWER INFRASTRUCTURE.

**Note: Duplicate signature block above for the Tri-View Metro District, Forest Lake Metro District, and Monument Sanitation District, as applicable.**



## FINAL PUD CHECKLIST

**An application for a Final PUD shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application Form
- The applicable Final PUD fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the final PUD review and approval criteria of Section 18.03.460 D of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A site plan prepared in accordance with the Site Plan Checklist (attach). Include Final PUD signature blocks; see next page for signature block text and format.
- Plan detail sheets (street cross-sections, trash enclosures, fence/retaining wall elevations, etc.)
- A chart or charts describing proposed land uses, percent of total acreage for each use, gross residential density, maximum number of dwelling units, and maximum nonresidential square footage or FAR (floor area ratio), as applicable. Include specifications for minimum lot area, minimum setbacks, maximum building height, maximum lot coverage and any other proposed bulk and area standards. Include areas devoted to open space and/or public land dedication and streets.
- A list of any proposed modifications to any of the development standards within Chapter 5 of this title.
- A list of any proposed use definitions that are in addition to those found in Chapter 7 of this title.
- Design Guidelines that include: Intent Statement, General Design Concept, Authority and Objectives, Architectural Design Guidelines, Exterior Finishes and Materials, Landscape Guidelines, and Signage Criteria.
- Building elevation drawings, to include all four sides, and specify all color, and materials, and identify functions of all exterior architectural features, including exterior wall mounted lighting.
- Floor plans with use areas and square footage (for non-residential or multi-family uses or buildings).
- A final landscape plan, irrigation plan and plant schedule in accordance with the Monument Landscape Guidelines.
- A final drainage study, drainage/grading plan and erosion control plan.
- A final utility plan.
- A traffic control plan and final traffic impact analysis or updated traffic letter signed by a Traffic Engineer.
- A final lighting plan, with photometrics and cut sheets.
- A Master Sign Plan prepared in accordance with Section 18.06.230 of this title.
- A final PUD in a GIS shapefile format compatible with the County GIS database.
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**

**FINAL PUD SIGNATURE BLOCK**

**OWNERSHIP CERTIFICATION:**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

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

(LEGAL DESCRIPTION)

THE UNDERSIGNED ARE ALL OF THE OWNERS OF CERTAIN LANDS KNOWN AS \_\_\_\_\_ IN THE TOWN OF MONUMENT.

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

\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO)

) ss:

COUNTY OF EL PASO)

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, COUNTY \_\_\_\_\_, STATE \_\_\_\_\_

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
MY COMMISSION EXPIRES

**LIENHOLDER SUBORDINATION CERTIFICATE (if applicable)**

THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS KNOWN HEREIN AS THE \_\_\_\_\_ IN THE TOWN OF MONUMENT.

THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY INSTRUMENT RECORDED ON \_\_\_\_\_ IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ EL PASO COUNTY, COLORADO, SUBORDINATE THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS DOCUMENT:

\_\_\_\_\_  
MORTGAGEE/LIENHOLDER (NOTARIZED SIGNATURE)

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

STATE OF COLORADO)

) ss:

COUNTY OF EL PASO)



**SURVEYOR'S CERTIFICATE:**

I, \_\_\_\_\_, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THE \_\_\_\_\_ PUD WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PUD ACCURATELY REPRESENTS THAT SURVEY.

\_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR

**RECORDING STAMP**

## WATER AND SANITATION DISTRICTS

WOODMOOR WATER AND SANITATION DISTRICT NO. 1

NOT FOR CONSTRUCTION

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

THESE PLANS HAVE BEEN REVIEWED ONLY FOR GENERAL CONFORMANCE WITH THE RULES, REGULATIONS, AND POLICIES OF THE WOODMOOR WATER & SANITATION DISTRICT NO.1 (WWSO). APPROVAL OF THIS PLANNING DOCUMENT DOES NOT CONSTITUTE AS AN APPROVAL FOR ALTERATION, EXTENSION, OR CONNECTION TO ANY WWSO WATER OR SEWER INFRASTRUCTURE.

**Note: Duplicate signature block above for the Tri-View Metro District, Forest Lake Metro District, and Monument Sanitation District, as applicable.**



## ZONING VARIANCE CHECKLIST

**An application for a zoning variance shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Residential or Non-Residential Zoning Variance fee.
- A vicinity map indicating the location of the property.
- A legal description of the property.
- Proof of legal ownership in the form of a current title policy, and the names and addresses of the owners of the property and any lienholder(s).
- A project narrative or Letter of Interest, justifying how the application meets the variance criteria in Section 18.01.540 B of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A drawing detailing the requested variance.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**



## REZONING CHECKLIST

**An application for a rezoning shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Rezoning fee.
- A vicinity map indicating the location of the property.
- A legal description of the property.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, describing the existing and proposed zoning and use(s) of the property, and justification for a rezoning based upon the evaluation criteria in Section 18.03.140 D of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A petition for rezoning signed by the owners of at least fifty percent (50%) of the area of land or area of lots subject to the rezoning application.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.



## SUBDIVISION SKETCH PLAN CHECKLIST

**An application for a Subdivision Sketch Plan shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Subdivision Sketch Plan fee.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the sketch plan review and approval criteria of Section 18.2.240 of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A sketch plan, with scale and north arrow, indicating the general subdivision design of the proposal, including:
  - A vicinity map indicating the location of the property.
  - Existing and proposed zoning on and around the property.
  - Approximate location, dimension and area of all proposed lots.
  - Existing and proposed streets and easements.
  - A land suitability analysis applicable to the proposed subdivision concerning watercourses, wetland delineation, floodplain mapping and soils and/or geological conditions presenting hazards or requiring special permits.
  - Existing and proposed land and building uses.
  - Existing water and sewer lines and stormwater drainage systems and proposed connections.
  - Approximate location of any parcels of land proposed to be set aside for open space/trail networks, parks and/or schools.
  - Site data: total area; land uses, approximate acreage of each land use and percentage of each land use, total acreage and square footage of property, total numbers of lots and maximum number of each type of dwelling unit proposed, total commercial and/or industrial square footage proposed.
- Images (such as photographs, sketches and/or plans) which illustrate the project intention.
- Any other supplemental materials that the applicant feels will accurately depict the proposed project.
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**



## PRELIMINARY PLAT CHECKLIST

**An application for a Preliminary Plat shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Preliminary Plat fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the preliminary plat review and approval criteria of Section 18.02.250 C of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A 24" x 36" preliminary plat, with north arrow and scale, indicating the general site design of the proposal, including:
  - The proposed name of the subdivision. Include the title Preliminary Plat after the name of the subdivision.
  - A vicinity map, with north arrow, indicating the location and street address (if applicable) of the property.
  - An index on the first page if the plat consists of more than one page, and a graphic index depicting the plan sheets.
  - Metes and bounds legal description of the subdivision, and total acreage.
  - The location of lots, lot lines and any existing or proposed easements.
  - The location of existing and proposed streets, including names widths or rights-of-way. Note: street names must be approved by the Enumerations Division within the Pikes Peak Regional Building Department.
  - The location of any significant environmental conditions or hazards; e.g., a 100-year floodplain.
  - A slope map graphically showing existing slopes of 0-10%, 11-15%, 16-20%, 21-25%, and 26% and over, overlain on the proposed subdivision layout.
  - Site data: total subdivision acreage, range of lot sizes, average lot size, and percent of the subdivision platted as lots, rights-of-way open space tracts, parks, trails, and drainage tracts.
  - Signature blocks for owners, legal descriptions and Town certifications. See Plat Certifications for signature block text and format.
- Evidence of water availability from the Town or a special district. If a special district, attach "will serve" letter.
- A drainage study and/or preliminary drainage plan.
- A preliminary utility plan and/or technical studies.
- A traffic impact analysis or study.
- A wildlife impact report.
- A geotechnical report.
- An improvement survey if existing buildings are located on the property.
- A draft Public Improvements Agreement (PIA). Refer to Appendix Two for model PIA agreement.
- HOA or merchant association documents, if needed to hold and maintain common property.
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

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**TOWN APPROVAL:**

This Preliminary Plat is approved by the Board of Trustees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Town of Monument

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

Note: The Preliminary Plat is not recorded.



## FINAL PLAT CHECKLIST

**An application for a Final Plat shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Final Plat fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the final plat review and approval criteria of Section 18.02.260 C of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A final plat document drafted in accordance with the Plat Specifications Checklist (attach). All final plats shall clearly and accurately set forth and include the information in the format prescribed in addition to any other information required to be shown on the final plat by the Planning Director.
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.



## PLAT SPECIFICATIONS CHECKLIST

### All final plats shall be prepared in accordance with the following specifications:

- Plat size: twenty-four (24) inches by thirty-six (36) inches, with a one-half-inch margin on the top, bottom and right-hand side and a one-and-one-half-inch margin on the left-hand side.
- Sheets shall be numbered in sequence if more than one (1) sheet is used.
- Title: The title shall include the type of subdivision (Final Plat or Plat Amendment) and the following additional information:
  - Subdivision Name
  - Prior Reception Numbers (Plat Amendments only)
  - Legal Description
  - Town of Monument, El Paso County, Colorado
- A blank 2¼" x 3" vertical box in the lower right-hand corner of the plat inside the margin, for use by the El Paso County Clerk and Recorder to place a recording stamp.
- Each sheet shall show the written and graphic scale, north arrow and date of survey preparation.
- A general vicinity map.
- Names and addresses of the applicant and surveyor.
- A statement by the surveyor of the basis of bearing for laying out the boundaries.
- A description of all monuments, both found and set, which mark the boundaries of the property, and a description of all control monuments used in conducting the survey.
- Signature and seal of the land surveyor. See Plat Certifications for signature block text and format.
- Signature blocks for owners, lien holders (if any) and Board of Trustees. See Plat Certifications for signature block text and format.
- Dedication and depiction of access rights-of-way to adjacent lands, if applicable. See Plat Certifications for signature block text and format.
- All recorded and apparent easements and right-of-ways on and/or adjacent to the property.
- A land and improvements survey and metes-and-bounds legal description of the property in question by a registered surveyor.
- All dimensions necessary to establish the boundaries in the field.
- All signatures in black, permanent ink.
- A final plat in a GIS shapefile format compatible with the County GIS database.



**SURVEYOR'S CERTIFICATE:**

I, \_\_\_\_\_, a Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my direct supervision and the monuments shown hereon actually exist and this plat accurately represents said survey.

\_\_\_\_\_  
Professional Land Surveyor

**TITLE CERTIFICATE:**

I, an authorized representative of \_\_\_\_\_, a title insurance company licensed to do business in the State of Colorado, have made an examination of the public records and state that all owners, mortgagees, and lienholders of the property are listed in the certificate of ownership and dedication.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, County \_\_\_\_\_,  
State \_\_\_\_\_

\_\_\_\_\_  
Notary signature

\_\_\_\_\_  
My commission expires

**PLANNING DEPARTMENT REVIEW:**

This plat was reviewed by the Town of Monument Planning Department this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Planning Director

**STREET MAINTENANCE**

It is mutually understood and agreed by the subdivider and the Town of Monument that the dedicated public roads shown on this plat will not be maintained by the Town until and unless the subdivider constructs the streets and roads in accordance with the subdivision improvement agreement, if any, and the subdivision regulations and other Ordinances of the Town of Monument in effect at the date of the recording of this Plat, and approval of the Town has been issued to that effect.

**TOWN APPROVAL:**

This plat is approved for filing and the Town hereby accepts the dedications shown hereon subject to the provisions in "Street Maintenance" set forth above, and further accepts the dedication of the easements shown hereon for the purposes stated.

\_\_\_\_\_  
MAYOR DATE

ATTEST:

\_\_\_\_\_  
TOWN CLERK DATE

RECORDING STAMP

-



**Notes:**

- 1. Person signing for a corporation must be the President or a Vice President of the corporation and title must be stated with signature.**
- 2. Notarization (acknowledgment) must also be completed.**
- 3. Please attach any separate legal description.**

**STATE OF COLORADO  
OFFICE OF THE STATE ENGINEER  
DIVISION OF WATER RESOURCES**

**NON-TRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT**

I, (We) \_\_\_\_\_  
Name

whose mailing address is \_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

claim and say that I (we) am (are) the owner(s) of the following described property consisting of approximately \_\_\_\_\_ acres in the County of El Paso, State of Colorado: (insert legal description)

and that I (we) have granted written consent to Town of Monument to withdraw ground water from the \_\_\_\_\_ \* aquifer as evidenced by the attached copy of a deed or other document recorded in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given to withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\*Enter Dawson, Denver, Arapahoe or Laramie-Fox Hills – one form required for each aquifer.



## MINOR SUBDIVISION CHECKLIST

**An application for a Minor Subdivision shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Minor Subdivision fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the minor subdivision eligibility criteria of Section 18.2.230 of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A final plat document drafted in accordance with the Plat Specification Checklist (attach). All final plats shall clearly and accurately set forth and include the information in the format prescribed in addition to any other information required to be shown on the final plat by the Planning Director.
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

**Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132-0325  
Ph: 719-884-8015**



## PLAT AMENDMENT CHECKLIST

**An application for a subdivision plat amendment (a boundary line adjustment, lot consolidation or plat correction) shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable Plat Amendment fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of how the application meets the plat amendment review and approval criteria of Section 18.02.270 C of this title.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- For boundary line adjustments: signed statements from all lien holders and all other security interest holders of record indicating that the interest holders do not object to the boundary line adjustment as proposed. If there are no other holders of interest in the property, the property owner(s) shall so indicate by a signed statement.
- An amended plat document prepared in accordance with the Plat Specification Checklist, as applicable (attach).
- Any other reports and information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town Staff.

**Town of Monument  
645 Beacon Lite Road  
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## VACATION OF PLAT, RIGHT-OF WAY OR EASEMENT CHECKLIST

**An application for the vacation of a plat, right-of-way or easement shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

An application for a plat vacation shall be accompanied by the following information:

- The Development Review Application form.
- The applicable Plat Vacation fee.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of the proposal.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A copy of the recorded plat to be vacated.
- A vacation plat prepared by a professional land surveyor. Refer to the Final Plat Checklist for applicable submittal requirements.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.

An application for a right-of-way and/or easement vacation shall be accompanied by the following information:

- The Development Review Application form.
- The applicable Right-Of-Way or Easement Vacation fee.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a description of the proposal.
- A petition requesting vacation of the right-of-way and/or easement and all accompanying documents.
- Documentation showing that the right-of-way and/or easement sought to be vacated has been legally dedicated to and accepted by the public or authorized agent of the public.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.



## SIGN PERMIT CHECKLIST

**An application for a sign permit\* and/or Master Sign Plan (MSP) shall be accompanied by the following information, unless one or more items are specifically waived in writing by the Planning Director:**

- The Development Review Application form.
- The applicable sign permit fee.
- A vicinity map indicating the location of the property.
- A legal description of the property.
- Proof of legal ownership in the form of a current title policy.
- A project narrative or Letter of Interest, including a statement of the purpose of the application and a brief description of the proposal.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- A drawing showing the following:
  - The planned type, location, and size of the proposed sign(s) along with the types, locations, and square footage areas of all existing signs on the same premises.
  - Specifications and scale drawings showing the type, materials, design, color, dimensions (sign area, height and clearances, as applicable), structural supports, and electrical components of all proposed signs.
- Any other special reports and/or information deemed necessary by Town Staff at the pre-application meeting.
- Copies of the submittal materials in a format and quantity as specified by Town staff.

In addition to the above information, an application for approval of a MSP in accordance with Section 18.06.230 of this title shall include, at a minimum, the following:

- A complete set of design standards that establishes a unified theme for all existing and proposed signs, including architecture, materials, colors, letter and logo sizes, letter styles, lighting, mapping and other graphics.
- Identification of proposed sign type, locations, setbacks and sign sizes.
- A statement of the intended use of the signs (i.e., permanent or temporary).
- A maintenance plan.

Subsequent application for specific signs in compliance with an approved MSP require a sign permit and applicable fee.

***\*Note: Most permanent signs, and all temporary fabric signs, require a sign permit. The submittal requirements listed above may be modified for temporary fabric signs at the Director's discretion. See Section 18.06.240 of this title for a list of signs that do not require a sign permit.***

**TITLE 18**  
**Town of Monument Land Development Code**



**APPENDIX TWO**

**MODEL PUBLIC IMPROVEMENTS AGREEMENT (PIA)**

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**THIS AGREEMENT** is made as of this \_\_\_\_ day of \_\_\_\_\_ 202\_, between \_\_\_\_\_ ("Developer"), whose address is \_\_\_\_\_, and the Town of Monument, ("Town"), whose address is 645 Beacon Lite Road, Monument, CO 80132, together, the "parties."

**RECITALS**

A. Developer represents that it is the sole or controlling owner of the real property described in the attached **Exhibit A** (the "Property").

B. Developer has obtained final approval of a site plan, final subdivision plat and/or final PUD plan for development of the Property, which is referred to herein as the \_\_\_\_\_ Project (the "Project"), for which certain public and private improvements are required as conditions of those approvals, and which improvements are referred to herein as the "Site Plan Improvements" or the "Improvements."

C. This Agreement will provide for the completion of the Site Plan Improvements by the Developer and will serve to protect the Town from the cost of completing the Site Plan Improvements.

D. This Agreement is not executed for the benefit of third parties such as, but not limited to, materialmen, laborers or others providing work, services or material for the Improvements.

E. Pursuant to the Town's regulations, no construction permit may be approved, nor a final subdivision plat or final PUD plan be recorded until Developer has entered into an agreement with the Town concerning the construction of the required Site Plan Improvements, including on-site and off-site improvements. The approved site plan, and/or final plat and/or final PUD plan and the accompanying documents and plans, including construction drawings and specifications relating to the Project, as approved by the Town (the "Final Approval Documents"), are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.

F. The Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various on-site and off-site improvements for the Project and thereby limiting the harmful effects of substandard subdivisions.

G. Developer agrees to construct all of the hereinafter described Improvements in accordance with, and subject to, the terms, conditions, and requirements of this Agreement.

**I. GENERAL**

1.1 Purpose. The purpose of this Agreement is to provide for the completion of the Site Plan Improvements as hereinafter defined. The above Recitals are fully incorporated herein as a material part hereof.

1.2 Site Plan. Shall hereinafter mean the final site plan for the Project (if unsubdivided), or the final subdivision plat, or Final Site PUD Plan, including any amended

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

version, as approved by the Town.

1.3 Site Plan Improvements. Site Plan Improvements consist of offsite improvements within the public right-of-way or on public property; landscaping improvements on privately owned property; public utilities, sidewalks, or other improvements within dedicated easements onsite; and some drainage and erosion control improvements and measures on privately owned property. These improvements, which are shown on the Site Plans for the Project, are required by the Town of Monument for the benefit of owners within and adjacent to the Site Plan area, or which are required by the Town to properly address drainage and erosion control, utilities, vehicular or pedestrian traffic related items, grading, landscaping and irrigation, and lighting. The Site Plan Improvements are listed on **Exhibits B, C, and D.**

1.4 CD's. The "CD's" shall mean the construction documents which must be approved by the Town's Planning Director in connection with the Site Plan prior to construction of any improvements.

1.5 Operation and Maintenance Agreement. A legally recorded document that acts as a property deed restriction and a guarantee for long-term maintenance of permanent stormwater control measures.

1.6 Recording of Agreement. After approval by the Town, this Agreement will, at the expense of the Developer, be recorded in the office of the Clerk and Recorder of El Paso County. Upon issuance of a Certificate of Occupancy for any building on the Property, The Town shall deliver to Developer upon request a recordable executed document which shall release all property (within the applicable phase if a multi-phased Site Plan) within the Site Plan from any further effect of this Agreement, except with respect to warranties described herein.

**II. CONSTRUCTION OF IMPROVEMENTS**

2.1 Agreement to Construct Improvements. Subject to and in accordance with the terms and provisions of this Agreement, Developer agrees to cause the Site Plan Improvements to be constructed and completed at Developer's expense, in accordance with the Site Plan and CD's.

2.2 Site Plan Approval as Condition. The obligation of the Developer to construct and complete the Site Plan Improvements is conditioned upon and shall arise only upon approval of the Site Plan, except that an Erosion and Stormwater Quality Control Plan and a surety for erosion control installation are required prior to the time an overlot grading permit is issued, if applicable. Developer's obligations shall be independent of any obligations of the Town contained herein and shall not be conditioned on the commencement of construction or sale of any lots or improvements within the Property.

2.3 Construction Schedule. Developer shall construct the Improvements in strict accordance with the schedule described on the attached **Exhibit E.** Any failure by Developer to commence or complete the construction of the Improvements in strict compliance with the schedule shall constitute a default by Developer and shall entitle the Town to proceed in accordance with the provisions of Article V of this Agreement. Developer shall not cease

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

construction activities for any period of more than thirty (30) consecutive days, without the Town's prior written approval, subject to the provisions of Section 6.16 regarding *force majeure* and seasonal constraints.

2.4 Construction Phasing. Inspection and acceptance of a portion of the Improvements in one or more phases of construction shall occur only if specifically provided for in **Exhibit E** or as determined by the Planning Director, in his or her discretion. Otherwise, all Improvements shall be completed before acceptance will be granted. Any proposed phasing must be logically related to the Project as a whole and allow for the efficient integration of the phased Improvements into the Town's infrastructure. The Planning Director may require adjustments in previously approved phasing schedules when deemed necessary to accommodate changed conditions or unforeseen circumstances.

2.5 Completion Date. Unless otherwise granted by the Planning Director, Improvements shall be fully complete and operational prior to issuance by the Pikes Peak Regional Building Department of a Certificate of Occupancy for any building on the site. In the event that a Certificate of Occupancy is not required, all Improvements shall be fully complete within six months of issuance of the initial grading and erosion control permit. The Planning Director may grant two six-month extensions for good cause.

2.6 Construction Standards. The Improvements shall be constructed in substantial accordance with CD's approved by the Town's Planning Director and, to the extent not otherwise provided in the CD's, in accordance with the Town's building and construction codes, ordinances, resolutions, regulations, and the Triview Metropolitan District's Design Criteria and Construction Specifications Manual for Residential Development as applicable. Prior to the initiation of construction of any Improvement listed in **Exhibits B, C, and D**, CD's for such improvements must be submitted to the Town's Planning Department and approved through the usual review process, including payment of appropriate fees and issuance of applicable permits.

2.7 Debris. Developer shall take all steps necessary to limit and prevent the accumulation of, and to remove accumulated, mud, sediment, dirt, trash and other debris that is carried onto public property or off-site onto private property during construction of the Improvements. This obligation shall continue until all Improvements are completed. If Developer fails to remedy any conditions caused or generated by the development of the Project as contemplated by this Section within 24 hours of oral or written notice by the Town, Developer agrees to pay to the Town upon demand any costs reasonably incurred by the Town in remedying such conditions. Nothing herein shall obligate the Town to remedy any such conditions or limit the Town in its selection of the method or manner of remedy.

2.8 Landscaping Improvements. Developer shall install all landscaping as depicted on the approved landscaping plan. All landscaping that dies within two (2) full growing seasons shall be replaced by Developer at its sole cost, and shall be required to live for at least one (1) year from the time it is replanted. Developer's obligations under this Section shall be guaranteed as part of the Improvements.

2.9 Access. Developer shall maintain, in a reasonable, suitable and proper condition

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

for travel, ingress, and egress, all streets located within the Project until such time as the streets are accepted for maintenance by the Town, and until any such private streets are accepted for maintenance by the homeowners' association or other responsible entity approved by the Town.

2.10 Relocation of Utility Lines and Easements; Oversizing. Developer shall bear all costs associated with relocating any water, sewer, telephone, electrical, gas or cable television lines and providing for respective easements for construction of same within and outside of the Project. If oversizing is required, the cost of such oversizing shall be paid as set forth in the agreement attached as **Exhibit H**.

**III. SECURITY FOR COMPLETION; WARRANTY**

3.1 Cost Estimate. Developer's registered civil engineer, licensed architect, or licensed contractor shall provide a detailed itemized cost estimate with costs for each individual construction item (equal to 100% of the estimated construction costs), a summary of which shall be also shown in **Exhibits B, C, and D** for the Improvements on which the Developer's Security under this Agreement is based. Subject to review and approval by the Town's Planning Director, these cost estimates shall establish the base amount of the Security requirement, to which 25% shall be added.

3.2 Improvements Security.

(a) To secure Developer's obligation to construct the Improvements, Developer shall provide the following guarantees (the "Security") in a form approved by the Town's Attorney and the Town's Planning Director. The amount of the guarantee shall equal 125% of the estimated construction cost of the PIA improvements, as listed in **Exhibit B**, sections A-D. An additional Site Cleanup security (see Section 3.5 and **Exhibit B**) shall be added to the total from **Exhibit A**. Security shall be by bond or irrevocable Letter of Credit (LOC), in form approved by the Planning Director and the Town Attorney.

(b) Prior to the commencement of construction in any subsequent phase, Developer shall establish new Security as set forth above.

(c) The Town reserves the right to require security for any incomplete items not already bonded, shown on the approved Site Plan or CD's as a condition of granting approval for the issuance of a temporary Certificate of Occupancy by the Pikes Peak Regional Building Department.

(d) Until the Improvements are completed, subject to phasing or temporary certificates of occupancy as provided herein for any site in substantial compliance with the approved Site Plan and CD's, the Town is under no obligation to give its approval for the Regional Building Department to issue a Certificate of Occupancy for any building on the Property.

3.3 Use of Security. Subject to the terms of this Agreement, the Town may draw upon and utilize the Security to pay for the construction, completion, or correction of the required Improvements or to restore and revegetate the site in the event Developer fails to timely perform the obligations provided in this Agreement and the Town's regulations or is otherwise in default

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

under the terms of this Agreement. Application of the Security may include covering such costs, including reasonable engineering and attorney's fees, as are necessary for the Town to administer the construction and correct, repair or complete the required Improvements and to enforce this Agreement and any bond or other undertaking given as the performance guarantee.

3.4 Security for Site Plan Improvements/Erosion Control. No overlot grading permit will be issued for any area within the Property until the Erosion and Stormwater Quality Control Plan, if applicable, is approved by the Town's Planning Director and security in the form of a bond, letter of credit, or other instrument acceptable to the Town, is deposited with the Town for an amount equal to 125% of the estimated cost of the portion of the Site Plan Improvements relating to grading and erosion control.

3.5 Security for Site Cleanup and Safety. Developer agrees to security in the form of a bond, letter of credit, or other instrument acceptable to the Town, in the amount as listed in **Exhibit F**, which security shall be for the purpose of cleaning or securing the site in the event Developer does not do so in a timely manner or in the event the Project is not completed, and the Town is required to enter upon the site and complete the cleaning or securing. In either event, the security shall cover the cost for restoration on the Property and adjacent rights-of-way as necessary to remove any construction materials or debris, remove hazardous conditions including but not limited to open foundations or trenches, control weeds, and reasonably restore the site for safety or aesthetic considerations.

3.6 Renewal. The Security shall remain in effect and shall be renewed by Developer as necessary until released by the Town in accordance with the provisions of Section 3.7. If such Security is provided in a form of a letter of credit or deposit arrangement that includes an expiration date, Developer shall provide evidence of extension of such expiration or replacement of equivalent collateral in a form acceptable to the Town. Failure to provide proof of such extension or replacement collateral no later than thirty (30) days prior to the date of expiration shall be cause for the Planning Director or his or her designee to draw on the Security without the necessity of any notice of default or other notice to Developer. Funds withdrawn in this manner may be expended as necessary to correct, repair and/or construct the Improvements or may be released upon provision of replacement collateral in a format acceptable to the Town.

3.7 Requests for Partial Release of Security. Developer may make periodic requests for the partial release of the Security. All such requests shall be in the form attached as **Exhibit G**, shall be for a reduction of at least twenty percent (20%) of the total original Security, and shall correspond with a portion of the Improvements that have been substantially constructed or installed in accordance with this Agreement. No more than one request for a partial release of the Security may be submitted each month. No reduction of the Security shall be allowed which would reduce the amount of collateral to less than one-hundred twenty-five percent (125%) of the estimated cost of any remaining or incomplete Improvements; and the final twenty percent (20%) of the initial *Security may not be released until all of the Improvements have been accepted.* There shall be no reduction in the amount of the Security if Developer is in default under this Agreement.

3.8 Notice of Defective Work; Cure Period. Except as provided in Section 3.9 with respect to emergency repairs, the Town shall provide written notice to Developer if inspection reveals that any Improvement is defective. Developer shall have ten (10) business days from the

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

giving of such notice to remedy the defect. Such ten-business-day time limit may be extended by the Town if the Town determines that such defect cannot reasonably be remedied within such ten-business-day period. In the event Developer fails to remedy the defect within the ten-business-day period, or any extension thereof granted by the Town, the Town may apply the Security to correct the defect or exercise any other remedy provided in this Agreement without further notice. No notice shall be required with respect to emergency repairs except as provided in Section 3.9.

3.9 Emergency Repairs. If at any time it appears that the Improvements may be significantly damaged or destroyed as a result of a bona fide emergency, an act of god, or due to construction failure, the Town shall have the right, but not the duty, to enter upon the Property and perform such repairs and take such other action as may be reasonably required in the Town's judgment to protect and preserve the Improvements. The Town shall have no duty to inspect the Property to identify emergency situations which may arise. Prior to or concurrent with, or immediately following taking any action pursuant to emergency repairs, the Town shall make a reasonable effort to locate Developer and advise it of the existence and nature of the emergency. Upon written demand, Developer shall reimburse the Town for the costs of such emergency repairs. Failure of Developer to pay to the Town the costs of such emergency repairs within fifteen (15) days after demand shall constitute a default as provided in Article V.

3.10 Final Inspection. Approximately sixty (60) days prior to the expiration of the applicable warranty period, the Town shall notify Developer in writing and schedule a final inspection/walk through.

3.11 Warranty. Developer shall warrant that all Improvements shall be installed in a good workmanlike manner and in accordance with the CD's. The Warranty Period consists of two years for streets, curbs, gutter, sidewalks, associated grading, drainage and erosion control systems and appurtenant structures, potable water distribution systems and appurtenances, and sanitary sewer collection systems and appurtenances. The Warranty Period for landscaping and irrigation shall be two (2) full growing seasons after installation. The Warranty Period for all other improvements shall be one year. During such Warranty Period, any construction defect determined to exist with respect to such Improvements shall be repaired or the Improvement replaced, at the Town's option, at the sole cost of Developer. With Town's initial acceptance of the Improvements, the Security shall be released as provided herein. Commencing with written acceptance of the Improvements, a separate two-year warranty bond for 25% of all public improvements shown in **Exhibit B**, except landscaping, will be required to be submitted, along with a separate two (2) year growing season landscape warranty bond for 25% of the total shown in **Exhibit C** (landscaping). Upon expiration of the Warranty Periods, or in the event warranty matters have not been rectified within such Warranty Periods, as soon thereafter as the Town has finally accepted the Improvements, the balance of the Security, without compounded interest, for the Improvements (or phased Improvements, if applicable) shall be refunded or released to Developer.

3.12 Repairs and Replacements Prior to End of Warranty Period. Until the end of the applicable Warranty Period, Developer shall, at Developer's expense, make all needed repairs or replacements to the Site Plan Improvements required to correct defects in materials or workmanship. Developer may assign its obligations for ordinary repairs and replacements, but the Developer shall remain obligated to the Town for proper performance of such repairs and

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

replacements.

**IV. INSPECTION AND ACCEPTANCE OF IMPROVEMENTS**

4.1 Construction Standards and Progress Inspections. The Improvements shall be constructed in a good and workmanlike manner, strictly in accordance with the CD's and Final Plat Documents, and, to the extent not otherwise provided in such Final Plat Documents, in accordance with all applicable laws, ordinances, codes, regulations and minimum design criteria and construction standards applicable in the Town. There shall be no changes made in the approved CD's and Final Plat Documents, including construction drawings and specifications, without the prior written approval of the Town. Periodic inspections may be made by the Town's staff or designated consultants during the progress of the work to confirm that the Improvements are being constructed in compliance with such requirements. Developer shall be required to pay for these periodic inspections if said inspections are conducted by consultants other than Town employees. Such inspections may be conducted in a manner and in such areas and at such times, whether scheduled or unannounced, as deemed appropriate by the Town's staff or consultants. Developer hereby grants permission for such persons to enter upon the Property for purposes of making such inspections. Nothing herein shall relieve Developer of the responsibility for ensuring that the Improvements are constructed in accordance with the standards set forth herein, nor shall it relieve Developer of its warranty obligations as provided in Article III.

4.2 Acceptance. Upon substantial completion of a phase, as described in **Exhibit E**, or of all the Improvements, Developer may request an inspection. Town shall make the inspection within twenty (20) calendar days of the date Developer requests final inspection, and Town shall notify Developer of non-conforming work within ten (10) calendar days after the inspection is made. Developer shall then remedy the non-conforming work. Upon receipt by the Town of the Conveyance and Acceptance signed by the Developer and accepted and executed by an authorized representative of the Town, and receipt of the warranty bond, letter of credit, or other form of surety acceptable to the Town, Developer's Warranty periods for the offsite Improvements shall commence. Town shall provide notice of acceptance.

4.3 Conveyance to Town. Developer shall dedicate such of the Improvements as are designed or intended as public Improvements, by appropriate language on the face of the final plat of the subdivision, or if applicable, by warranty deed or bill of sale. Such dedication shall be made free and clear of all liens, encumbrances, and restrictions, except for the permitted exceptions, which are the same or fewer than those identified in the title insurance commitment or other title evidence provided, or as permitted by the Planning Director.

4.5 Payment In Lieu of Dedication. Developer agrees to make any and all payments in lieu of dedications prior to the Town's execution of its approval on the final plat. The amount of such payment shall be as calculated on the attached **Exhibit I**.

4.6 Approval. Upon the satisfactory completion of the Improvements, Developer shall be entitled to obtain Certificates of Occupancy for any building included on the Site Plan. Such issuance will indicate acceptance of improvements constructed in the public right-of-way by the Town for operation, ownership, and maintenance, except that all warranty provisions described herein shall apply.

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**V. DEFAULTS AND REMEDIES**

5.1 Default by the Developer. A default by the Developer shall exist after notice by the Town and an opportunity to cure as hereinafter provided if (a) Developer fails to cure any noncompliance specified in any written notice of noncompliance within the applicable cure period under Section 5.3, and (b) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement. Notice of Default as to Improvements must be given by the Town prior to expiration of the warranty period for such phase of the Site Plan Improvements as hereinafter provided.

5.2 Default Enumerations. The following conditions, occurrences or actions shall constitute a default by Developer under this Agreement:

- (a) Developer's failure to commence construction of the Improvements within the time specified in **Exhibit E**;
- (b) Developer's failure to complete construction of the Improvements within the time specified in **Exhibit E**;
- (c) Developer's failure to construct the Improvements in accordance with the approved plans and specifications for the Improvements and this Agreement;
- (d) Developer's failure to cure defective construction of any Improvement within the applicable cure period as provided in Section 3.8;
- (e) Developer's failure to perform work within the Subdivision for a period of more than thirty (30) consecutive days without the prior written approval of the Town, subject to the provisions of Section 6.16 regarding force majeure and seasonal constraints;
- (f) Developer's insolvency, the appointment of a receiver for Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting Developer;
- (g) Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of all or part of the Property in lieu of foreclosure prior to final acceptance of the Improvements by the Town as provided in Article IV;
- (h) Developer's failure to pay to Town upon demand the cost of emergency repairs performed in accordance with Section 3.9 of this Agreement; or
- (i) Developer's violation of any provision of this Agreement, the Town's subdivision, zoning or land use regulations, or any other ordinances of the Town.

5.3 Notice of Default. The Town may not declare a default until fifteen (15) days' advance written notice has been given to Developer and Developer has failed to cure the default within that period; provided, however, that such notice shall not be required with respect to any defective construction for which a thirty (30) days' notice of right to cure has been given in accordance with Section 3.8 hereof. In the event a default by Developer is believed to exist, the Town shall give written notice by Registered Mail thereof to Developer, specifying the default and setting a date for Developer to comply with or cure the existence of the default.

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

5.4 Use of Security upon Default and Upon Breach. The Town shall be entitled to recover all damages and costs incurred as a consequence of any breach of this Agreement by Developer and enforcement hereof, whether or not suit is brought, including without limitation, all reasonable costs of obtaining the appropriate Security funds and completing the Improvements, and including all design, engineering, inspection, and legal costs, including reasonable attorney fees. For Improvements upon which construction has not begun, the estimated cost of the Improvements as supplied by Developer and shown on **Exhibit B, C, or D**, as applicable, shall be prima facie evidence of the cost of completion; however, neither that amount nor the amount of the Security establishes the maximum amount of Developer's liability. The Town shall be entitled to, but not obligated to, complete all unfinished Improvements after the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced. No extension of time to perform which is permitted by the Town shall operate to waive the Town's rights to use of the security and/or complete the Improvements.

5.5 Town's Rights upon Default. In the event of notice of default and Developer's failure to cure within the permitted time period, the Town shall have the following rights:

(a) The Planning Director may stop work on the Improvements until a schedule and agreement on compliance for construction has been reached.

(b) The Town may, but shall not be required to, have the Improvements constructed by such means and in such manner as the Town shall determine, without the necessity of public bidding.

(c) If the Town elects to have the Improvements constructed, it shall have the right to use Developer's security to pay for the construction of such Improvements. If the amount of the security exceeds the costs of obtaining the security funds and constructing the Improvements, the Town shall deliver any excess funds to Developer. If the security is insufficient to fully pay such costs, Developer shall, upon demand, pay such deficiency to the Town, together with interest thereon.

(d) The Town may exercise such rights it may have under Colorado law, including, without limitation, the right to bring suit against Developer for injunctive relief, for specific performance of this Agreement, or to recover damages for the breach by Developer of this Agreement.

(e) Developer hereby grants to the Town, its successors, assigns, agents, contractors and employees, a non-exclusive right and easement to enter the Property for the purposes of constructing, maintaining and repairing any Improvements pursuant to the provisions of Article III.

(f) In addition to any remedies provided for herein, or by law or equity, while Developer is in default under this Agreement the Town may refuse to authorize issuance of building permits for the Project and Developer shall have no right to sell, transfer or otherwise convey lots or units within the Project without the express written approval of the Town. If the Town elects not to proceed with completion of the Improvements, the Town Board of Trustees may, by resolution, vacate any portion of the Project for which Improvements have not been completed. In addition, the Town may proceed with restoring

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

and revegetating the site, which may include removal of any uncompleted Improvements, using the security to pay for the costs thereof.

(g) The remedies provided for in this Section and elsewhere in this Agreement are cumulative in nature.

**VI. MISCELLANEOUS**

6.1 Indemnification. Developer shall indemnify and save harmless the Town from any and all suits, actions, claims, judgments, obligations, or liabilities of every nature and description which arise from an event or occurrence prior to the date of Final Acceptance and which are caused by, arise from or on account of the construction and installation of the Improvements; and any and all suits, actions, claims, or judgments which arise from an event of occurrence prior to the date of the Final Acceptance and which are asserted by or on behalf of contractors or subcontractors working in the Site Plan, lot owners in the Site Plan, or third parties claiming injuries resulting from defective improvements constructed by Developer. This indemnification shall not apply to claims arising from the negligent acts or omissions of the Town while its employees or agents are present on the Property. Developer shall pay any and all judgments rendered against the Town on account of any such suit, action, or claim, together with all reasonable expenses and attorneys' fees incurred by the Town defending such suit, action or claim. The Town shall, within fifteen (15) days after being served with any such claim, suit, or action, notify the Developer of its reliance upon this indemnification and provide Developer with a copy of all documents pertaining to the claim or cause of action. The Developer may provide legal representation for the Town by counsel acceptable to Town in said action, in which case the Developer shall not be responsible for any additional legal fees incurred by the Town after the date Developer- hired counsel assumes responsibility for the case. The Town agrees that the Developer may also, on its own behalf, become a party to any such action and the Town agrees to execute any documents as may be necessary to allow the Developer to be a party. The Developer is not an agent or employee of the Town.

6.2 Insurance. Developer shall require that all contractors engaged in the construction of the Public Improvements maintain worker's compensation insurance. Before proceeding with the construction of improvements, Developer shall provide the Town with written evidence of general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000) and property damage insurance and bodily injury insurance in an amount of not less than One Million (\$1,000,000) each, and protecting the Town against any and all claims for damages to persons or property resulting from construction and/or installation of any Site Plan Improvements pursuant to this Agreement. The policy shall provide that the Town shall be notified at least thirty (30) days in advance of any reduction in coverage, termination, or cancellation of the policy. Such notice shall be sent by certified mail to the Town's Planning Director, return receipt requested. Developer agrees that any contractors engaged by or for Developer to construct the improvements shall maintain public liability coverage in limits not less than those described above. Developer shall also provide a copy of their liability insurance certificate. The Town does not hereby waive any of the defenses, limitations of liability and protections of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq.

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

6.3 No Third-Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement, including, but not limited to, lenders, lot or home buyers and materialmen, laborers, or others providing work, services, or materials for the Improvements.

6.4 Assignability. Developer may assign its rights and obligations under the Agreement to a party who is the successor of assignee of Developer in its capacity as developer of the Project without the consent of the Town; provided, however, that (a) Developer notifies the Town of the assignment and the name and address of the successor developer; and (b) the successor developer assumes all of the obligations of Developer under this Agreement. Unless otherwise agreed by Town, Developer shall remain liable for performance of all of the obligations of Developer under this Agreement.

6.5 No Automatic Further Approvals. Execution of this Agreement by the Town shall not be construed as a representation or warranty that Developer is entitled to any other approvals required from the Town or any other entity, if any, before Developer is entitled to commence development of the Property or to transfer ownership of Property.

6.6 Notices. All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (a) when actually delivered and received personally, by messenger service, or by fax or telecopy delivery; (b) on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or (c) three (3) business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage prepaid, addressed to the parties at the address below for that party(s) or to such other address as such party(s) may designate by written notice to the other party(s).

**If to Developer:** \_\_\_\_\_, name, title  
\_\_\_\_\_ business name  
\_\_\_\_\_ address  
\_\_\_\_\_ address  
\_\_\_\_\_ e-mail

**If to Town:** Planning Director  
Town of Monument  
645 Beacon Lite Road  
Monument, CO 80132  
e-mail: \_\_\_\_\_

6.7 Further Assurances. At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to requesting party any and all further instruments, certificates and documents consistent with the provisions of the Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

6.8 Binding Effect. Subject to Section 6.4 above, this Agreement shall run with the land

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.9 Vested Property Rights. This Agreement shall not alter, enlarge, extend or modify any vested right obtained by Developer in connection with the Project. Developer hereby waives its rights to any claims against the Town under Colorado statutory or common law vested property rights if the Town suspends work or withdraws its approval because of false or inaccurate information provided by Developer.

6.10 Recordation. This Agreement shall be recorded by the Town in the Office of the El Paso County Clerk and Recorder and Developer shall pay the Town the costs thereof upon demand.

6.11 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

6.12 No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to stop the party from subsequently enforcing this Agreement according to its terms.

6.13 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole, or any part thereof, other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

6.14 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity of the Town under applicable state law.

6.15 Consent to Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to the Agreement with respect to this Agreement or a letter of credit shall be proper only if such action is commenced in the District Court for El Paso County, Colorado. Developer expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.

6.16 Force Majeure. Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, fire or other casualty, or action of government authorities.

6.17 Exhibits. The exhibits attached to this Agreement and made a part hereof by this reference are:

- **Exhibit A:** Legal description of the Property
- **Exhibit B:** Estimated Public Site Plan Improvements
- **Exhibit C:** Landscape and Irrigation Cost Estimate

**APPENDIX TWO**  
**IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

- **Exhibit D:** Drainage and Utility Cost Estimate
- **Exhibit E:** Construction schedule
- **Exhibit F:** Form of Site Improvements Bond
- **Exhibit G:** Form of Partial Release
- **Exhibit H:** Form of Reimbursement Agreement
- **Exhibit I:** Payments in Lieu of Dedication

6.18 Entire Agreement. This Agreement, and any other agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**DEVELOPER:**

\_\_\_\_\_, Inc.

By: \_\_\_\_\_

\_\_\_\_\_ name, title

Date: \_\_\_\_\_

State of Colorado )

)

County of \_\_\_\_\_ )

The foregoing was subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_  
2021 by \_\_\_\_\_ [ name ], as [ title ] of \_\_\_\_\_ Inc.

SEAL

\_\_\_\_\_

Notary public

**TOWN OF MONUMENT**

By: \_\_\_\_\_

\_\_\_\_\_, Planning Director

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT A**

**Legal Description of the Property**

[Attached]

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT B**

**ESTIMATED COST OF PUBLIC SITE PLAN IMPROVEMENTS AND  
LANDSCAPING ON PRIVATE PROPERTY FOR PROJECT**

**A. Vehicular and Pedestrian Related**

ITEM	NUMBER	COST/UNIT	TOTAL COST
All roadway pavement	Per square yard		
Sidewalks	Per square feet		
Curb & gutter	Per linear foot		
Street lighting	Each		
Other [see schedule 1]	Lump sum		

**B. Landscaping**

ITEM	NUMBER	COST/UNIT	TOTAL COST
Landscaping	Lump sum		
Retaining walls	Per linear foot		
Fences	Per linear foot		
Other	Lump sum		

**C. Drainage**

ITEM	NUMBER	COST/UNIT	TOTAL COST
Drainage	Lump sum	From Exhibit D	
Potable water	Lump sum	From Exhibit D	
Sanitary sewer	Lump sum	From Exhibit D	

**D. Erosion and Stormwater Quality Control (required for all public and private stormwater facilities)**

ITEM	NUMBER	COST/UNIT	TOTAL CST
BMPs for erosion control	Lump sum		

**E. Subtotal**

ITEM	NUMBER	COST/UNIT	TOTAL COST
Total of Items A-D above			

**F. Site Cleanup**

**G. 25% Contingency**

**H. Total**

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**SCHEDULE 1  
TO EXHIBIT B**

**ESTIMATED COST OF PUBLIC SITE PLAN IMPROVEMENTS AND  
LANDSCAPING ON PRIVATE PROPERTY**

**A. Other Vehicular and Pedestrian related**

<b>SIGNAGE AND STRIPING</b>	<b>SIZE</b>	<b>COST</b>
Street name sign		
Barricade		
Striping		
Handicap ramps		

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**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT C**

ITEMIZED LANDSCAPE AND IRRIGATION COST ESTIMATE INCLUDING IRRIGATION

PHASE NUMBER: (if it applies) \_\_\_\_\_

<b>Item</b>	<b>Size</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Rock mulch	Per square yard			
Trees	Each			
Shrubs				
Permanent irrigation system	Per square foot			
Bluegrass seeding (irrigated)				
Native seeding (irrigated)				
Playground equipment and surface material				
			<b>Total</b>	

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT D**

ITEMIZED DRAINAGE AND UTILITY COST ESTIMATE FOR PROJECT

PHASE NUMBER: (if it applies) \_\_\_\_\_

<b>Storm sewer</b>	<b>Size</b>	<b>Quantity</b>	<b>Unit cost</b>	<b>Total Cost</b>
30")(avg) storm lines	Per linear foot			
Storm inlets	Each			
Storm manholes	Each			
Stormwater detention facilities	Each			

<b>Potable water</b>	<b>Size</b>	<b>Quantity</b>	<b>Unit cost</b>	<b>Total Cost</b>
Water main connections	Each			
Water mains	Per linear foot			
DCW service stubs	Per linear foot			
Fire hydrant assemblies	Each			

<b>Sanitary sewer</b>	<b>Size</b>	<b>Quantity</b>	<b>Unit cost</b>	<b>Total Cost</b>
Sanitary sewer mains	Per linear foot			
SS manholes	Each			

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT E**

**Construction Schedule**

**[attached]**

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**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT F**

**Form of Site Improvement Bond**

**[attached]**

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**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT G**

**Form of Partial Release**

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT H**

**Form of Reimbursement Agreement**

**[attached]**

**APPENDIX TWO  
IMPROVEMENTS AGREEMENT FOR PUBLIC/PRIVATE DEVELOPMENT PROJECT**

**EXHIBIT I**

**Payments in Lieu of Dedication**

**TITLE 18**  
**Town of Monument Land Development Code**



**APPENDIX THREE**

**MODEL SMALL CELL FACILITY MASTER LICENSE AGREEMENT**

**SMALL CELL  
WIRELESS COMMUNICATIONS FACILITIES  
MASTER LICENSE AGREEMENT**

THIS WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the Town of Monument, Colorado ("Licensor") and \_\_\_\_\_ with its principal office located at \_\_\_\_\_ ("Company").

**RECITALS**

A. The Company owns and/or controls, maintains, and operates a wireless and fiber communications Network (as defined in Section 1.7 below) that serves its customers.

B. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Wireless Communications Facilities, including Small Cell Facilities in the Public Rights-of-Way ("PROW") (as defined in Section 1.10 below).

C. The Licensor is the owner of PROW, streets, utility easements and similar property rights, as well as certain municipal facilities located in the public rights-of-way situated within the Town limits of Monument, Colorado.

D. The Company agrees to comply with Licensor's ordinances, regulations, and other adopted provisions concerning PROW and Wireless Communication Facilities.

**SECTION 1. DEFINITIONS**

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely discretionary.

1.1 *Affiliate* means any entity that, directly or indirectly controls, is controlled by, or is under common control with, the Company. Affiliate includes (i) any entity in which the Company holds a controlling or similar interest; (ii) any entity which holds a controlling equity or similar interest in the Company; (iii) any entity under common control with the Company.

1.2 *Applicable Laws* means any statutes, constitutions, charters, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, franchises, administrative orders, certificates, orders, or other requirements of the Licensor or other governmental or judicial authority having the force and effect of law that determines the legal standing of a matter relating to the parties and/or this Agreement.

1.3 *Emergency* means any event which may threaten public health or safety, or that results in an interruption in the provision of service, including but not limited to damaged or leaking water or gas conduit systems; damaged, obstructed or leaking sewer or storm drain

conduit systems; or damaged electrical or communications facilities.

1.4 *Equipment* means Small Cell antennas and other Wireless Communications Facility equipment utilizing small cell technology that is specifically identified, described, and approved by the Licensor as set forth in Attachment 1, Table 2 attached to each Supplemental Site Permit (as defined below) and includes, but is not limited to, nodes, antennas, fiber optic cable, coaxial cable, wires, frequencies, technology, conduits and pipes, and a pole, and associated and appurtenant equipment on the pole or on the ground deemed by Company necessary to operate the WCF and uses intended thereto.

1.5 *FCC* means the Federal Communications Commission.

1.6 *Interference* means physical interference where equipment, vegetation, or a structure causes reduced use of another's prior mounted equipment, or an obstruction in a necessary line-of-sight path, and/or radio frequency interference where the emission or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent or nearby equipment.

1.7 *Network* or collectively *Networks* means one or more of the wireless and fiber-based communications facilities operated by the Company to serve its wireless carrier customers in the Town of Monument.

1.8 *Owner* means a person with a legal or equitable interest in ownership of real or personal property.

1.9 *Public Property* means any real property owned by the Licensor other than Public Rights-of-Way.

1.10 *Public Rights-of-Way* or *PROW* means the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel, parkway, or easement now or hereafter held by the Licensor, or dedicated for use by the Licensor, use by the general public, or use compatible with the service or operations of the Wireless Communications Facilities.

1.11 *Small Cell Facility* means a wireless service facility that meets both of the following qualifications:

- (i) Each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and
- (ii) Primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off

switch.

1.12 *Supplemental Site Permit* means a document, substantially in the form attached as Exhibit A. Each Wireless Site installation will be subject to a Supplemental Site Permit.

1.13 *Wireless Communications Facility* or *WCF* means a facility used to provide personal wireless services [as defined at 47 U.S.C. Section 332 (c)(7)(C)]; or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A WCF does not include a facility entirely enclosed within a permitted building where the installation does not require a modification of the exterior of the building; nor does it include a device attached to a building, used for serving that building only and that is otherwise permitted under other provisions of the Code. A WCF includes an antenna or antennas, including without limitation, directions, omnidirections and parabolic antennas, base stations, support equipment, alternative tower structures, and towers. It does not include the support structure to which the WCF or its components are attached if the use of such structures for WCFs is not the primary use. The term does not include mobile transmitting devices used by wireless service subscribers, such as vehicle or hand held radios/telephones and their associated transmitting antennas, nor does it include other facilities specifically excluded from the coverage of this section.

1.14 *Wireless Site* means a location on Public Rights-of-Way selected for the Company's deployment of Wireless Communications Facilities, including Small Cell Facilities.

To the extent this Agreement refers to terms that are defined in any other applicable provisions of the Monument Municipal Code, as amended, those definitions shall apply.

## SECTION 2. GRANT OF AUTHORITY

2.1 Grant of License. The Licensor hereby grants to the Company, a non-exclusive license to use and occupy the PROW throughout the territorial boundaries of the Licensor, as these boundaries may be adjusted from time to time due to annexations, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Wireless Communications Facilities identified in each Supplemental Site Permit. This grant is subject to the terms, conditions and other provisions set forth in this Agreement and all Applicable Laws. The Company shall install its WCFs consistent with the Licensor's applicable ordinances and regulations, including but not limited to any and all Monument Municipal Code provisions requiring permit approval for work in the PROW. The parties understand and agree that this Agreement is a limited grant of authority subject in all respects to Applicable Law, including without limitation, those regarding the kind, size, height and bulk of structures in the PROW, and further subject to all provisions contained herein, including without limitation, Exhibit B, Operational and Design Criteria.

### 2.2 Installations on Poles.

2.2.1 WCFs owned and/or controlled by the Company may be installed only on the following, and in the listed priority: (i) Town-owned utility pole (removed and replaced with

new pole concealing all equipment and conveyed back to Town) (ii) Town-owned utility pole (attached to existing pole), (iii) metal third party poles such as street light or electric distribution poles with written consent of the owner thereof and in a configuration approved by Licensor (where metal poles do not exist, Licensor will consider installations on wooden poles), (iv) Licensor's traffic signal poles or mast arms, or if owned by CDOT then approved by CDOT, or (v) freestanding or ground-mounted pole that meets the definition and requirements for an alternative tower structure in attached Exhibit B. The Company shall be responsible for complying with all obligations under this Agreement regarding its Equipment, irrespective of ownership of or title to such equipment. Subject to the exception described below, all WCFs shall be installed on poles located at Wireless Sites. For attachments of Wireless Communications Facilities in the PROW on structures owned by the Licensor, in addition to all obligations of this Agreement, the Company shall be bound by the requirements contained in Exhibit B, and all applicable Licensor rules and regulations, which may be modified by Licensor from time to time. Licensor may suggest a change in these site priorities based upon any factors relevant to a specific site request.

2.2.2 Locations will be prioritized based upon Company's technical and radio frequency needs and construction costs, but in any situation where Company has a choice of Equipment locations, the Parties shall mutually exercise good faith efforts to agree on attachments to poles in the order indicated above, provided that (i) such poles are at least equally suitable functionally for the operation of Company's network and (ii) the construction and installation burdens associated with such attachment over the length of the Term are equal to or less than Company's burdens to attach to a pole in the category(ies) below it.

2.3 License Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire fifteen (15) years from the Effective Date (the "Term"), unless renewed as herein provided in Section 7.2. The term of each Supplemental Site Permit shall be concurrent with the term of this Agreement; provided, however that the minimum term of a Supplemental Site Permit shall be five (5) years. If the Term of this Agreement expires before the end of any five (5) year Supplemental Site Permit term, this Agreement shall remain in effect only with respect to any Supplemental Site Permit through the end of such Supplemental Site Permit's term.

2.4 Conditions. The rights afforded to the Company under this Section 2 are granted subject to the conditions herein provided, the applicable attachments to this Agreement, and all Applicable Laws. In the event of any conflict between this Agreement, including the Exhibits, and the Monument Municipal Code as it exists on the effective date of this Agreement, the Monument Municipal Code prevails, except as federal or state law may preempt or act to modify the Monument Municipal Code at present or in the future. Future amendments to the Monument Municipal Code shall also prevail in the case of any conflict with any provisions of this Agreement and any Exhibits, except as federal or state law may preempt or act to modify the Monument Municipal Code.

2.5 Non-Exclusive License. The Company's right to use and occupy the PROW and attach to structures therein shall not be exclusive. The Licensor reserves the right to grant a similar use to itself or any Person at any time, subject to Section 3.10.4 below.

2.6 Waiver of Claims. In consideration for the rights granted under this Agreement, the Company waives all claims, demands, causes of action, and rights it may assert against the Licensor and its officials, personnel, agents, and representatives because of any loss, damage, or injury to any Wireless Communications Facilities, or any loss or degradation of service resulting from the installation, operation, maintenance or malfunction of Wireless Communications Facilities regardless of cause, except as provided in Section 5 and except with respect to claims, demands, causes of action, and rights the Company may assert against the Licensor and its officials, personnel, agents, and representatives in connection with their negligence and willful misconduct.

2.7 No Interest in Public Property or PROW. Nothing under this Agreement shall be interpreted to create or vest in the Company any easement or other ownership or property interest to any Public Property or PROW or constitute an assignment of any Licensor's rights to Public Property or PROW. The Company shall, at all times, be and remain a licensee only.

2.8 No Illegal Activity Permitted. The Company shall not use or permit the Wireless Sites or Licensor-owned infrastructure to be used for any activity violating any Applicable Laws.

2.9 Sub-Tenants and Sub-Licensees of Company (IF APPLICABLE). The parties understand and agree that the Company may provide access to the Wireless Sites to its customers through leases, licenses or similar agreements. The Company shall require in its agreements with its customers that its customers agree to be subject to all terms, conditions and obligations of this Agreement as they may relate to the customers' use of the Wireless Sites and that the customers shall further comply with all Applicable Laws. The parties acknowledge and agree that Company's provision of service may include "turnkey service" whereby Company installs equipment to which its customer owns legal title. As part of "turnkey service," Company (including its contractors and agents) will be the responsible party for all of the operation, repair and maintenance of such equipment under this Agreement. If a Company customer desires to operate, repair and maintain such equipment, it is understood that such customer must first obtain a Master License Agreement from the Licensor.

### **SECTION 3. PERMITS, CONSTRUCTION, OPERATION AND MAINTENANCE IN THE PUBLIC RIGHTS-OF-WAY**

3.1 License Requirement/Processing Fees. Each Wireless Site will be subject to a Supplemental Site Permit pursuant to the terms and conditions of this Agreement. The Company may terminate any Supplemental Site Permit for convenience at its discretion, subject to all obligations for removal of Wireless Communications Facilities, restoration of the Wireless Site and any other applicable conditions of law related to such termination. The Company shall also submit processing fees to the Licensor for each Supplemental Site Permit, which fees are non-refundable, and are comparable to Licensor's fees for similar permits in order to allow the Licensor to recover its costs of the permitting process and may be modified in the future to be consistent with fees then imposed on like activities. The Company shall also submit such other information as may be reasonably requested by the Licensor.

3.2 Permitted Use of PROW. Subject to Section 2.4, PROW may be used by the

Company, seven (7) days a week, twenty-four (24) hours a day, only for the Wireless Sites and attachment, installation, maintenance, upgrade, removal, reattachment, reinstallation, relocation, replacement, use and operation of WCFs and not for any other purpose. It is understood that the purpose for installing its Equipment at designated Wireless Sites in the PROW is to augment Network capacity otherwise provided through the installation of other facilities, such as traditional tower structures and fiber backhaul. This Agreement shall include new types of small cell Equipment that may evolve or be adopted using wireless technologies.

### 3.3 Application and Approval of Wireless Sites.

3.3.1 The Company shall file with the Licensor Supplemental Site Permits for proposed Wireless Sites for which the Company is seeking administrative approval. The Company may seek approval for up to ten (10) WCFs under this Agreement at a given time. Each Wireless Site shall be processed as a separate Supplemental Site Permit. Each Supplemental Site Permit request must include information on (i) the Owner of the pole upon which the WCF is proposed to be installed; (ii) where poles are owned by a third party, a letter of authorization from the Owner of the poles confirming that Company has authority to make the requested attachment(s); and (iii) such other information as set forth on Exhibit A, which may, in the Licensor's sole discretion, be modified from time to time to meet the needs of the Licensor. If the WCF is proposed in rights-of-way owned by another governmental entity, a copy of the agreement authorizing the Company access to that right-of-way is also required. Upon filing of a complete request for a Supplemental Site Permit, the Licensor shall process the request within thirty (30) days, or within such other time as designated by Applicable Law, and shall render a final decision within ninety (90) days of a complete request. Notwithstanding the foregoing, if the Supplemental Site Permit request seeks permission to install or construct any WCFs that are not subject to administrative approval, the time in which the Licensor shall direct the Company to apply for the necessary land use permission shall be that period permitted under Applicable Law.

3.3.2 For installations, construction, operation, maintenance, and removal of WCFs, the Company shall obtain all generally applicable permits that are required of all occupants of the PROW in accordance with Applicable Law. The Licensor shall process all permit applications in a non-discriminatory and competitively neutral manner.

3.3.3 Upon finding that a request for a Supplemental Site Permit is complete, the Licensor will verify whether the location (and any existing pole) identified by the Company as a Wireless Site is within the PROW. If it is not, then, except as set forth in Section 3.3.1, the request would be outside the scope of this Agreement.

3.3.4 Modification. Notwithstanding anything in this Agreement to the contrary, modifications shall be subject to permitting required under Applicable Laws, but shall not be subject to additional Licensor approval, to the extent that: (i) such modification to WCFs involve only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the WCF, change in loading impacts on the pole as approved by the Licensor or impact to multi-modal traffic flow; or (ii) such modification involves replacement of the WCF with a WCF that is of similar design, and the same or smaller in weight and dimensions as the approved WCF and does not impact multi-modal traffic flow.

3.4 Utilities. The Company will be responsible for telephone, electric and any other utility service used or consumed by the Company in connection with its WCFs. In no event will the Company secure its utilities by sub-metering from the Licensor.

3.5 Duty to Minimize Interference. The Company shall not impede, obstruct or otherwise interfere with the installation, existence or operation of any other facility in the PROW, including but not limited to sanitary sewers, water mains, storm water drains, gas mains, traffic signals and/or utility poles, Licensor-owned street lights, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and Licensor networks, and other telecommunications, utility, or Public Property. All Company activities in the PROW shall be carried on as to minimize interference with the use of the PROW and with the use of private property, in accordance with all regulations of the Licensor necessary to provide for and protect public health, safety and convenience.

3.6 Relocations.

3.6.1. The Licensor shall have the right to require the Company and its customers to relocate, remove, replace, modify or disconnect WCFs located in the PROW for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, PROW vacation, PROW construction, change or establishment of PROW grade, installation of sewers, drains, electric lines, gas or water pipes, conduits, cables, or any other types of structures or improvements approved by the Licensor for public purposes). Such work shall be performed at the Company's expense. The Licensor also reserves the right to make full use of the property involved as may be necessary or convenient, and the Licensor retains all rights to operate, maintain, install, repair, remove, replace or relocate any of its facilities located within the Licensor's property at any time and in such a manner as it deems necessary or convenient. Except during an emergency or for public safety purposes, the Licensor shall provide reasonable notice to the Company, of not less than sixty (60) days, and allow the Company the opportunity to perform any relocation, removal, replacement modification or disconnection of the WCFs located in the PROW. Within sixty (60) days written notice from the Licensor, the Company shall relocate, remove, replace, modify or disconnect any of its WCFs within any PROW. If the Licensor requires the Company to relocate its WCFs located within the PROW, the Licensor shall make a reasonable effort to provide the Company with an alternate location within the PROW. During such relocation, if necessary, in the Company's reasonable determination, and consistent with any applicable permit requirements, it may place a temporary installation in the PROW (e.g. cell-on-wheels).

3.6.2. If the Company fails to complete the relocation within the sixty (60) day period and to the Licensor's satisfaction, the Licensor may remove the WCFs or otherwise cause such work to be done and bill the cost of the work to the Company, including all costs and expenses incurred by the Licensor due to the Company's delay. In such event, the Licensor shall not be liable for any damage to any portion of the Network other than damage caused by the Licensor's negligence or willful misconduct. The Company shall make full payment to the Licensor within thirty (30) days of receipt of an itemized list of such costs.

3.7 Duty to Repair. Any PROW, Public Property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement,

removal, relocation, operation or maintenance of any WCFs by the Company or its agents or contractors shall be promptly repaired to the reasonable satisfaction of the Licensor by the Company at its sole expense. The Company must provide written notification to the Licensor within 24 hours of the damage and report corrective activities after completion to the Licensor.

3.8 Inventory of Wireless Sites. The Company shall maintain a current inventory of Wireless Sites throughout the Term. Upon written request of the Licensor, which request may be made once and is not required to be made annually, the Company shall provide to the Licensor a copy of the inventory of Wireless Sites by December 31st of each year until the end of the Term. The inventory shall include roadway intersection (if applicable), GIS coordinates, Wireless Site address (meter - as assigned by Licensor), date of installation, the Company Site ID #, type of pole used for installation, pole Owner, and description/type of installation for each Wireless Site WCF installation. Concerning Wireless Sites that become inactive, the inventory shall include the same information as active installations in addition to the date the Wireless Site was deactivated and the date the WCF was removed from the PROW. The Licensor will compare the inventory to its records to identify any discrepancies.

3.9 Unauthorized Installations. If there are any unauthorized Wireless Sites identified by the Licensor as a result of comparing the inventory of Wireless Sites to internal records or through any other means, the Licensor shall provide written notice to the Company of such unauthorized Wireless Site and the Company shall have thirty (30) days thereafter in which to submit an application request for a Supplemental Site Permit for that location, or alternatively to remove the WCFs and restore the property at the Company's expense. If the Company fails to submit a request for a Supplemental Site Permit, or if the request is denied, the Company shall remove the WCFs from the PROW and restore the property at its expense within thirty (30) days, unless a different time period is agreed to by the parties. If the request is approved, the Company must pay the required fees for a new WCF site plus interest at the rate of two percent (2%) per annum from the date of the original installation.

### 3.10 Signal Interference Prohibited.

3.10.1.1 Notice; Company Response. In the event any WCFs interfere with the Licensor's traffic signal system, public safety radio system, or other Licensor communications infrastructure operating on spectrum where the Licensor is legally authorized to operate, the Company will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving such request, pursuant to protocol outlined in Section 3.10.2 below, and shall follow the escalation process outlined in Section 4 of this Agreement.

3.10.1.2 Response Protocol. The protocol for responding to events of interference will require the Company to provide the Director of Public Works an interference remediation report that includes the following items:

3.10.1.3 Remediation Plan. Devise a remediation plan to stop the event of interference;

3.10.1.4 Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and

3.10.1.5 Additional Information. Include any additional information relevant to the execution of the remediation plan.

3.10.2 Removal; Relocation. In the event interference with Licensor's facilities cannot be eliminated, the Company shall shut down the WCFs and pursuant to Section 3.6 remove or relocate any WCF that is the source of the interference to a suitable alternative location.

3.10.3 Interference with the Company's pre-existing Telecommunications Equipment. Notwithstanding the foregoing, Licensor will not, nor will the Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to cause interference with the Company's pre-existing Wireless Communications Facilities, the Company's use of the poles to which the Company's Wireless Communications Facilities are attached, or the Company's ability to comply with the terms and conditions of this Agreement. If the Company reasonably determines that such interference is occurring, then Licensor will meet and confer with the Company within five (5) days of Licensor's receipt of notice of interference from the Company, and otherwise diligently work in good faith with the Company to determine the root cause of the interference and to develop workable solutions to resolve the interference in a mutually acceptable manner.

## SECTION 4. EMERGENCY CONTACTS

4.1 Coordination of Emergency Events. In case of an emergency due to interference, failure of traffic signal or utility systems, or any unforeseen events, the Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. The Licensor will make every reasonable effort to coordinate its emergency response with the Company. To that end, the Licensor will use the following emergency contacts:

4.1.1 Level One Contact: The Company's network operations center may be reached at (800) 832-6662.

4.2 Company's Duty to Maintain Current Emergency Contacts. The Company shall maintain the emergency contact information current at all times with the Director of Public Works or his/her designee.

4.3 Company's Response to Network Emergency. In case of a Network emergency due to any unforeseen event, the Company may access its Wireless Sites and WCFs without first obtaining a PROW permit provided the Company has conducted Network trouble-shooting and diagnostic tests and has reasonably identified the point or points of Network failure or malfunction. While acting under this provision to address a Network emergency, the Company shall conduct its activities within the PROW in such a manner as to protect public and private property and to provide the necessary traffic control. The Company shall make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the PROW, the Company shall use the following emergency contacts to give notice to the Licensor of the Network emergency and an estimated time period to address the situation:

4.3.1 The Licensor's public safety communications dispatch may be reached 24/7 at:

Jeffcom Dispatch, 303-980-7300. Contact should also be made to the afterhours Utility Emergency Call line, 720-898-7820.

4.3.2 If contact cannot be made with the Licensor in this manner, the Company shall call 911.

4.3.3 Notwithstanding the foregoing, within three (3) days after undertaking the emergency work, the Company is required to submit a complete application for a right of way permit in order to allow the Licensor to update its records of the work. Permit applications should be emailed to [enter Town e-mail address]. The nature of the emergency work shall be noted on the permit application.

4.4 Licensor's Duty to Maintain Emergency Contacts. The Licensor shall maintain the emergency contact information current at all times with Company's network operations contact.

## **SECTION 5. INDEMNITY AND INSURANCE**

### **5.1 Indemnity.**

5.1.1 The Company shall indemnify, defend and hold the Licensor, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the WCFs, any of its or its customers' activities on any Wireless Site, or the Company's breach of any provision of this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of the Licensor or an Indemnified Party.

5.1.2 The Indemnified Party shall give the Company timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with any WCFs. In the event such claim arises, the Indemnified Party shall tender the defense thereof to the Company and the Company shall consult and cooperate with the Licensor Attorney's Office while conducting its defense. The Licensor and the Indemnified Party shall cooperate fully therein with Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.

5.1.3 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by Company to represent the Indemnified Party, the Company shall pay for all reasonable expenses incurred by the Indemnified Party as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Indemnified Party shall select its own counsel and any other experts or consultants, subject to the Company's prior approval. The Indemnified Party's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Indemnified Party's attorney (including outside attorneys who may serve in the capacity of Licensor's Town Attorney or who may serve as defense counsel or special counsel on telecommunications matters, provided that such outside attorneys' fees are not unnecessarily duplicative of services provided to the Indemnified Party by the Company) or their assistants or any employees of the Indemnified Party or its agents.

5.1.4 Neither party will be liable under this Agreement for consequential, indirect, special, or incidental or punitive damages for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

## 5.2 Insurance.

5.2.1 The Company shall carry during the Term, at its own cost and expense, the following insurance: (i) commercial general liability insurance on an occurrence basis with a limit of liability of \$2,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) excess or umbrella liability on an occurrence basis in excess of the primary commercial general liability insurance, which has coverage as broad as such primary policy and which coverage has no separate or additional deductible or self-insurance retention, with a limit of \$2,000,000. The Company may use any combination of primary and excess insurance to meet the total limits required; (iii) Workers' Compensation Insurance as required by law; and (iv) employers' liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 bodily injury each disease, and \$500,000 bodily injury disease aggregate. Notwithstanding the foregoing, the Licensor may increase the aforementioned minimum limits of insurance at any time in its sole discretion, but no more than once during any five (5) year period and with sixty (60) days' notice to the Company. The Company shall require each of its contractors to adhere to these same requirements or shall insure the activities of the contractors in the Company's insurance policies.

5.2.2 All of the insurance coverages identified in Section 5.2.1, except the workers' compensation and employer's liability insurance, shall apply to and include the Licensor as an additional insured as respects this Agreement, and shall provide a defense and indemnification to the Licensor regardless of the Licensor's fault or wrongdoing unless Licensor is solely liable or grossly negligent. Licensor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Company, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages where such coverage is prohibited by law. The insurance shall indemnify and defend the Licensor against all loss, damage, expense and liability caused, in whole or in part, by the acts of the Company under this Agreement. To the extent allowed by law, each of such insurance coverages shall contain a waiver of subrogation for the Licensor's benefit. Further, the insurance coverages identified in Section 5.2.1 will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the Licensor.

5.2.3 Upon execution of this Agreement and upon any subsequent request of the Licensor, the Company shall provide the Licensor with a Certificate of Insurance and relevant required endorsements to provide evidence of the coverage required by this Section 5.2.

5.2.4 The Company shall provide thirty (30) days advance notice to the Licensor in the event of cancellation or nonrenewal of any required coverage or modification of any required coverage that is not replaced such that it is no longer compliant with this Section 5.2.

5.2.5 All of the primary insurance policies Company, and its contractors to the extent

applicable under Section 5.2.1, are required to maintain in this Section 5.2 shall be obtained from insurance carriers having an A.M. Best rating of at least A-X, and each excess insurance policy shall be obtained from an insurance carrier having an A.M. Best rating of at least A-VII.

## SECTION 6. DEFAULT AND REMEDIES

6.1 Notice of Violation to Company. The Licensor shall provide the Company with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which the Company may: (i) demonstrate that a violation does not exist, (ii) cure the alleged violation, or (iii) if the nature of the alleged violation prevents correction thereof within thirty (30) days, to initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the Licensor of such plan of action.

6.2 Company Default. If the Company fails to disprove or correct the violation within thirty (30) days, or, in the case of a violation which cannot be corrected in thirty (30) days, the Company has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame in such plan, then the Licensor may declare in writing that the Company is in default.

6.3 Notice of Violation to Licensor. The Company shall provide Licensor with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensor may: (a) demonstrate that a violation does not exist, (b) cure the alleged violation, or (c) if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan to correct such alleged violation, including a projected completion date; provided, however, that such plan shall be subject to Company's written approval where Company's Equipment or operations will be affected by the corrective action, which approval will not be unreasonably withheld.

6.4 Licensor Default. If Licensor fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in 30 days if Licensor has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Company may declare in writing that Licensor is in default.

6.5 Bankruptcy. The parties expressly agree and acknowledge that it is their intent that in the event the Company shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, *et seq.* (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any Person to which the Company's rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of the Company arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Licensor, shall be the exclusive property of the Licensor, and shall not constitute property of the Company or of the estate of the Company within the meaning of the Code. Any monies or other

considerations constituting the Licensor's property under the preceding sentence not paid or delivered to the Licensor shall be held in trust for the benefit of the Licensor and be promptly paid to the Licensor.

6.6 Hearing Available to Company. Within fifteen (15) days after receipt of a written declaration of default from the Licensor, the Company may make a written request for a hearing before the Monument Town Board of Trustees or its designee, in a public proceeding affording due process. If a hearing is not requested, the Licensor may seek any remedy available under Applicable Law. If a hearing is requested, such hearing shall be held within sixty (60) days of the receipt of the request therefor and a decision rendered within fifteen (15) days after the conclusion of the hearing. Upon a finding of default, the Monument Town Board of Trustees or its designee may impose remedies of revocation of the specific Supplemental Site Permit to which the default pertains and/or recovery of actual damages caused by such breach. Any decision shall be in writing and shall be based upon written findings of fact as contained in the record of the hearing.

6.7 Appeal of Default. The Company may appeal a finding of default and/or imposition of remedies by the Town Board of Trustees or its designee, which appeal shall be pursuant to C.R.C.P. 106 and based upon the written record. Alternatively, the parties may, by mutual agreement, agree to address the finding of default through arbitration or mediation.

6.8 Termination/Revocation. Notwithstanding the provisions of Sections 6.6 and 6.7, in the event of a default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement if the default affects all Supplemental Site Permits and the Agreement as a whole, or any Supplemental Site Permit subject to the default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Applicable Law. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

## **SECTION 7. AMENDMENT AND RENEWAL**

7.1 Amendment. Written requests to amend this Agreement for any purposes may be made by either party. The parties shall engage in good faith discussions and endeavor to reach agreement within sixty (60) days of receipt of such written request. Any amendment shall become effective after being duly executed by both parties. Notwithstanding the foregoing, nothing shall require either party to agree to any amendment request.

7.2 Renewal.

7.2.1 Unless earlier terminated by either party pursuant to the provisions of this Agreement, the Company may request a renewal of this Agreement, by providing six (6) months written notice of its intent to renew prior to the expiration date of the Agreement. After providing such notice, this Agreement shall renew on the same terms and conditions as herein for one (1) successive term of five (5) years, provided that the Company has complied with the material terms of this Agreement. If the Licensor does not believe that the Company is entitled to renewal as requested, the Licensor shall provide written notification to the Company at least ninety (90) days

prior to the expiration date of this Agreement, in which notice the Licensor shall provide support for its position.

7.2.2 As between the Licensor and the Company, the Company shall at all times retain ownership of the WCFs, unless an alternative vertical structure, such as a street light, has been purchased by the Company and ownership assigned to the Licensor, pursuant to this Agreement. Upon expiration or non-renewal of this Agreement, within forty-five (45) days of the expiration of the then-current Term, the Company shall be permitted to remove its WCFs installed within the PROW, or alternatively, sell the same to a qualified buyer consistent with Applicable Law. In no event may Company abandon in place any of its WCFs installed in or on the PROW, unless written consent of the Licensor is obtained.

## **SECTION 8. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL**

8.1 Definitions. In this Section, the following words have the meanings indicated:

8.1.1 *Control*" means actual working control in whatever manner exercised. Control includes, but may not necessarily require, majority stock ownership or control of 51% or more of the voting rights in the Company.

8.1.2 *Proposed Transferee* means a proposed purchaser, transferee, lessee, assignee or Person acquiring ownership or control of this Agreement or of the Company.

8.2 No Transfer. Subject to Section 2.9, the Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement, any Supplemental Site Permit as provided for herein, or any of the rights or privileges therein granted, without the prior consent of the Licensor, except that such consent shall not be required for a transfer or assignment to an Affiliate. In the event that the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Licensor's poles are located occurs, Licensor's consent shall not be unreasonably withheld. The consent required by the Licensor may be conditioned upon the performance of those requirements necessary to ensure compliance with the obligations of this Agreement. The Company shall provide no less than thirty (30) days written notice to the Licensor of the details of any transaction described herein that requires Licensor consent. Once the Company obtains Licensor consent to transfer or assign this Agreement to a third party as required under this Section, the Company shall be authorized to transfer each Supplemental Site Permit to such third party without further consent or approval. Notwithstanding anything to the contrary in this Section, no Licensor consent is required for transfers to non-Affiliates that are currently operating in the Licensor and are in full compliance with all obligations to the Licensor. The Company shall provide no less than thirty (30) days written notice to the Licensor of a transaction covered in this Section to a non-Affiliate that it believes is compliant with its obligations to the Licensor.

8.3 Company Control. The requirements of Section 8.2 shall also apply to any change in Control of the Company. A rebuttable presumption that a transfer of Control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company. The consent required

(other than with respect to Affiliates and non-Affiliates that are currently operating in the Licensor and are in full compliance with all obligations to the Licensor) may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Licensor. For the purpose of determining whether it should consent to transfer of Control, the Licensor may inquire into the qualifications of the proposed transferee and the Company shall assist the Licensor in the inquiry.

8.4 Required Information. In seeking the Licensor's consent to any change in ownership or control for which prior consent is required under Sections 8.2 and 8.3, the Company shall require the Proposed Transferee to indicate whether it:

8.4.1 Has ever been convicted or held liable for acts involving deceit including any violation of Applicable Laws, or is currently under an indictment, investigation or complaint charging such acts;

8.4.2 Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

8.4.3 Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a Network and/or Equipment similar to that contemplated by this Agreement, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed;

8.4.4 Is financially solvent, by submitting financial data including financial statements that are audited or reviewed by a certified public accountant who may also be an officer of the parent corporation along with any other data that the Licensor may reasonably require; and

8.4.5 Has the financial and technical capability to enable it to maintain and operate the Network and Wireless Sites and WCFs for the remainder of the Term.

8.5 Company's Compliance with Terms. In seeking the Licensor's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any material provision of this Agreement at any point during the term of this Agreement.

8.6 No Waiver. The consent or approval of the Licensor to transfer by the Company does not constitute a waiver or release of the rights of the Licensor in or to its PROW, and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

8.7 Agreement Binding. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

8.8 Pledge of Assets. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and WCFs for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

8.9 [IF APPLICABLE] The Licensor and the Company agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain WCFs deployed by Company in the PROW pursuant to this Agreement may be owned and/or operated by Company's third-party wireless carrier customers ("Carriers") and installed and maintained by Company pursuant to license agreements between Company and such Carriers. Such WCFs shall be treated as Company's WCFs for all purposes under this Agreement provided that (i) Company remains responsible and liable for all performance obligations under the Agreement with respect to such WCFs; (ii) Licensor's sole point of contact regarding such WCFs shall be the Company; and (iii) Company shall have the right to remove and relocate the WCFs. Such WCFs are subject to Applicable Law, and the Company shall indemnify the Licensor and hold it harmless from any claims from Carriers related to any action taken by the Licensor with respect to the facilities in accordance with Applicable Law. Should the Company's agreement(s) with any Carriers related to any WCFs cease, the Company shall provide the Licensor with notice of such termination and contact information for the owners of the WCFs at least ten (10) business days prior to such termination.

## SECTION 9. MISCELLANEOUS

9.1 Severability. If any Applicable Law or legal opinion of a court of competent jurisdiction renders any provision of this Agreement invalid, the remaining provisions of the Agreement shall remain in full force and effect unless the original intent of the parties cannot be achieved as a result. In that event, the parties shall engage in good faith discussions and endeavor to reach agreement to appropriate amendments to this Agreement that achieve the original intent of the parties. If the parties are unable to so jointly amend this agreement within ninety (90) days, this Agreement is null and void and of no further effect.

9.2 Force Majeure. The Company shall not be deemed to be in default, non-compliance, or in violation of any provision of this Agreement where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Company's control, provided the Company took steps to mitigate damages and accepts responsibility to cure the default, non-compliance or violation in a manner and within a time period reasonably acceptable to the Licensor.

9.3 No Waiver.

9.3.1 The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Agreement shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.

9.3.2 Both the Licensor and the Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither the Licensor nor the Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

9.4 Attorney Fees. Should any dispute arising out of this Agreement lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit,

including (without limitation) reasonable attorneys' fees.

9.5 Change of Law. Except as provided in 9.1 above, if any Applicable Law that governs any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change preempts compliance with or the enforcement of any aspect of such rights or obligations, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

9.6 Notice. All notices that shall or may be given pursuant to this Agreement must be in writing and delivered by hand or (i) through the United States mail, by registered or certified mail; or (ii) by prepaid overnight delivery service. If a hard copy of the same is delivered through the U. S. Postal Service or by overnight delivery service, it shall be delivered to the following addresses:

If to Licensor:                      Town Manager  
    Town of Monument  
    645 Beacon Lite Road  
    Monument, CO 80132

With a copy to:                      Town Attorney  
    Town of Monument  
    645 Beacon Lite Road  
    Monument, CO 80132

If to Company:                      \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

With a copy to:                      \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three days after delivery to the U.S. Postal Service, or the next business day if delivery is effectuated by overnight delivery service.

9.7 Representations and Warranties. Each party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon it without the requirement of the approval or consent of any other person or entity in connection herewith.

9.8 Amendment. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

9.9 Other PROW Users. The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

9.10 Entire Agreement. This Agreement and all attachments hereto (including subsequently-approved Supplemental Site Permits) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

9.11 Laws Governing/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in El Paso County, Colorado.

9.12 No Third-Party Beneficiaries. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.

9.13 Counterparts; Electronic Disposition. This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

9.14 Public Disclosure. The Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-202(6), and accordingly may be disclosed to the public.

9.15 Consents. To the extent either party is required hereunder to obtain the consent or approval of the other under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

**TOWN OF MONUMENT, COLORADO**

By: \_\_\_\_\_,  
Print name: \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, Town Attorney

**COMPANY**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

## EXHIBIT A

### SUPPLEMENTAL SITE PERMIT

This Supplemental Site Permit, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") between the \_\_\_\_\_ of \_\_\_\_\_, hereinafter designated "Licensor," and \_\_\_\_\_, hereinafter designated "Company":

1. Supplemental Site Permit. This is a Supplemental Site Permit as referenced in that certain Wireless Communications Facilities Master License Agreement in connection with the operation of Company's Network, between Licensor and Company dated \_\_\_\_\_, 20\_\_ (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplemental Site Permit, the terms of this Supplemental Site Permit shall govern. Capitalized terms used in this Supplemental Site Permit shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. As described herein, Company shall have the right to use the Licensor-owned structure, other vertical structure owned by a third party or a newly constructed vertical structure for WCF at the Wireless Site in the PROW as described in Attachment 1, Table 1 attached hereto.

3. WCF Equipment. The Equipment to be installed at the Wireless Site is described in Attachment 1, Table 2 attached hereto.

4. Term. The term of this Supplemental Site Permit shall be as set forth in Section 2.3 of the Agreement.

5. Fees. If this Supplemental Site Permit is for attaching WCFs to Licensor-owned structures in the PROW, the initial annual attachment fee shall be \$200.00 ("Attachment Fee"). Such annual Attachment Fee shall not be applicable to street lighting poles approved for street lighting purposes by the Licensor that are purchased by the Company and assigned to the Licensor pursuant to Section 2.2.1(ii) of the Agreement.

6. Commencement Date. The commencement date of this Supplemental Site Permit is the first day of the month following the date Company has commenced installation of its WCFs at the Wireless Site.

7. Approvals. It is understood and agreed the Company's ability to use the Wireless Site is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Company determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) Company determines one or more licensed Wireless Sites is no longer technically compatible for its use, Company shall have the right to terminate all or part of this Supplemental Site Permit. Notice of Company's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice

by Company, or upon such later date as designated by Company. All fees paid to said termination date shall be retained by Licensor. If the Company has not commenced installation of its WCFs at the Wireless Site within one hundred eighty (180) days of the Effective Date, this Supplemental Site Permit shall terminate without further action required by either party; provided however that such deadline may be extended by mutual written agreement of the parties; and further provided, however, that such 180-day period will be extended as reasonably necessary, but in no event beyond 365 days, if there are delays in obtaining necessary permits, licenses, rights-of-way, easements and other rights required to commence installation of the Company's WCFs due to circumstances beyond the Company's control. Upon such termination, all or part of this Supplemental Site Permit, as applicable shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder and in the Agreement. Otherwise, Company shall have no further obligations for the payment of any Attachment Fee to Licensor.

**TOWN OF MONUMENT, COLORADO**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Town Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, Town Attorney

**COMPANY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**ATTACHMENT 1**

Table 1

WIRELESS SITE ID NO. AND ADDRESS	STREET NAME /INTERSECTION AND QUADRANT POLE IS LOCATED ON	STATE PLANE COORDINATES		EXISTING
		Easting (X)	Northing (Y)	EXISTING POLE TYPE

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Table 2

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WIRELESS SITE ID NO. AND ADDRESS	PROPOSED POLE ALTERATION	RESULTANT POLE HEIGHT	TYPE OF EQUIPMENT ATTACH
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## **SUPPLEMENTAL INSTRUCTIONS**

**COMPANY SHALL PROVIDE THE FOLLOWING, AS APPLICABLE, TO BE CONSIDERED BY LICENSOR IN WHETHER TO GRANT THE SUPPLEMENTAL SITE PERMIT:**

1. Plans showing engineering design, and specifications for installation of the Wireless Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, location of any potholes and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance.
  - a. The plans shall show existing sidewalk size, existing utilities, existing trees and other existing improvements.
  - b. The plans shall include a separate sheet showing traffic control signs and equipment.
2. For Licensor poles, include documentation from the Licensor verifying the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of the Wireless Communication Facility. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.
3. For new pole installations, include documentation verifying the pole location is in the PROW and is eligible for installation. Include list of adjacent property owners. If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
4. If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
5. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
6. Description of the utility services required to support the facilities to be installed.
7. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner , with curves showing radius, delta, arc length and angle to radius point if curve is non- tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.
8. For Licensor-owned traffic signal poles, provide information required by Exhibit C of the Agreement.

**EXHIBIT B**  
**Operational and Design Criteria**

A. Operational Standards.

- (1) Federal Requirements. All Small Cell Facilities and other WCFs and associated Equipment (collectively, "WCFs") shall meet the current standards and regulations of the FAA, FCC and any other agency of the federal or state government with the authority to regulate telecommunication equipment. If such standards and regulations are changed, Company shall bring such WCFs into compliance with such revised standards and regulations within the time period mandated by the controlling federal or state agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the WCFs from any site under this Agreement at Company's expense.
- (2) Radio Frequency Standards. All WCFs shall comply with federal standards for radio frequency emissions. If concerns regarding compliance with radio frequency emissions standards are made to Licensor, Licensor may request that Company provide information demonstrating compliance. If such information suggests, in the reasonable discretion of Licensor, the WCFs may not be in compliance, Licensor may request and Company shall submit a project implementation report which provides cumulative field measurements of radio frequency emissions of all antennas installed at the subject site, and which compares the results with established federal standards. If, upon review, Licensor finds the WCF does not meet federal standards, Licensor may require corrective action within a reasonable period of time, and if not corrected, may require removal of any WCFs as an unauthorized use under this Agreement. Any reasonable costs incurred by Licensor, including reasonable consulting costs to verify compliance with these requirements, shall be paid by Company upon demand by Licensor or, if such costs remain unpaid after demand, Licensor may recover such costs by the same manner and method authorized to recover nuisance abatement costs under the Monument Municipal Code.

B. Design Standards.

- (1) In addition to any requirements of the Monument Municipal Code, the requirements set forth in this Exhibit shall apply to the location and design of all WCFs governed by this Agreement as specified below; provided, however, Licensor may waive these requirements if it determines the goals of this Exhibit are better served thereby. To that end, WCFs shall be designed and located to minimize the impact on the subject neighborhood and to maintain the character and appearance of the specific location.
- (2) General Principals.
  - a. All WCFs covered by this Agreement shall be as architecturally compatible with the surrounding area as feasible;

- b. All electrical, communication, and other wiring to WCF components, including radios, antennae and backhaul connections, shall be fully concealed, internal to the structure where possible and shrouded in all other instances;
  - c. Height or size of the proposed WCFs and any replacement pole should be minimized and conform to the standard form factor of a Licensor traffic signal or Licensor or utility company street light or distribution pole to the maximum extent practicable;
  - d. WCFs shall be sited in a manner that takes into consideration its proximity to residential structures and residential district boundaries, uses on adjacent and nearby properties, and the compatibility of the facility to these uses, including but not limited to proximity of Wireless Site to first and second story windows;
  - e. Equipment shall be designed to be compatible with the site, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. Appurtenances shall match the standard form factor of Licensor traffic signal or Licensor or utility company street light or distribution pole to the maximum extent practicable; and
  - f. WCFs and any associated landscaping fencing shall be designed and located outside of intersection sight triangle distances and in accordance with the Town of Monument Engineering Code of Standards and Specifications and AASHTO standards.
- (3) Camouflage/Concealment. All WCFs shall, to the extent possible, match the appearance and design of existing Licensor traffic signal or Licensor or utility company street light or distribution pole adjacent to the Wireless Site; and when not technically practicable, that WCF is to use camouflage design techniques including, but not limited to the use of materials, colors, textures, screening, landscaping, or other design options that will blend the WCF to the surrounding natural setting and as built environment. Design, materials and colors of WCFs not identical to existing Licensor traffic signal or Licensor or utility company street light or distribution poles shall otherwise be compatible with the surrounding environment. Designs shall be compatible with structures and vegetation on the same parcel and adjacent parcels.
- a. Camouflage design may be of heightened importance where findings of particular sensitivity are made (e.g., proximity to historic or aesthetically significant structures, views, and/or community features). In such instances where a WCF is located in areas of high visibility, they shall (where possible) be designed to minimize their profile.
  - b. All WCF components including antennas, vaults, equipment rooms, equipment enclosures, and support structures shall be constructed out of non-reflective materials (visible exterior surfaces only).
- (4) Hazardous Materials. No hazardous materials shall be permitted in association with

WCFs, except those necessary or requested for the operations of the WCFs and only in accordance with all Applicable Laws governing such materials.

- (5) Siting.
  - a. No portion of any WCF may extend beyond the ROW without prior approval(s).
  - b. Collocation and Modification. The parties acknowledge that it is the intent of the Agreement to provide general authorization to use the PROW for Small Cell Facilities as permitted under Applicable Laws. The designs approved by the Town for the installation of Small Cell Facilities as agreed to in the Supplemental Site Permit governing each specific site, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be concealment features under 47 CFR 1.40001 (as amended), and shall be addressed under Applicable Laws when considering collocation and modification requests.
  - c. WCFs shall be sited in a location that does not reduce the parking for the other principal uses on the parcel below Licensor standards unless it is the only option.
- (6) Lighting. WCFs shall not be artificially lit, unless required by the FAA or other applicable governmental authority, or the WCF is mounted on a light pole or other similar structure primarily used for lighting purposes. If lighting is required, Licensor may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.
- (7) Landscape and Fencing Requirements.
  - a. Ground-mounted WCF components shall be sited in a manner that does not reduce the landscaped areas, for the other principal uses on the parcel, below Town standards.
  - b. Unless otherwise mutually agreed to by the parties, ground mounted WCF components shall be landscaped with a buffer of plant materials that effectively screen the view of that part of the WCF from adjacent property. The standard buffer shall consist of the front, side, and rear landscaped setback on the perimeter of the site.
  - c. In locations where the visual impact of the WCF would be minimal, the landscaping requirement may be reduced or waived altogether by Licensor.
- (8) Noise. Noise generated on the site must not exceed the levels permitted by local standards, except as may be expressly permitted by local approval.
- (9) Additional design requirements shall be applicable to the various types of WCFs

as specified below:

- a. Base Stations. Any antenna installed on a structure other than a municipal structure (including, but not limited to the antennas and accessory equipment) shall be of a neutral, non-reflective color that is identical to, or closely compatible with, the color of the supporting structure, or uses other camouflage/concealment design techniques so as to make the antenna and related facilities as visually unobtrusive as possible.
- b. Alternative Tower Structures located in the Right-of-Way. In addition to the other criteria contained in this Exhibit and the Monument Municipal Codes, an Alternative Tower Structure located in the right-of-way shall:
  - i. With respect to its pole mounted components, be located on an existing utility pole serving a utility; or
  - ii. Be camouflaged/concealed consistent with other existing natural or manmade features in the right-of-way near the location where the Alternative Tower Structure will be located; or
  - iii. To the extent reasonably feasible, be consistent with the size and shape of the pole-mounted equipment installed by Licensor and any communications companies on utility poles near the proposed Alternative Tower Structure;
  - iv. Be sized to minimize the negative aesthetic impacts to the right-of-way;
  - v. Be designed such that antenna installations near traffic signal standards are placed in a manner so that the size, appearance, and function of the signal will not be negatively impacted and so as not to create a visual distraction to vehicular traffic;
  - vi. Require any ground mounted WCF components be located in a manner necessary to address both public safety and aesthetic concerns under local requirements, and may, where appropriate, require a flush-to-grade underground equipment vault; and
- c. Related Accessory Equipment. Accessory equipment shall meet the following requirements:
  - i. All buildings, shelter, cabinets, and other accessory components shall be grouped as closely as technically possible;
  - ii. The total footprint coverage area of the accessory equipment shall not exceed thirty-six (36) square feet;
  - iii. Accessory equipment, including but not limited to remote radio units, shall be located out of sight by locating behind landscaping, parapet walls, within the pole, behind an attached sign on a pole or underground. Where such alternate locations are not available, the accessory equipment shall be camouflaged or concealed.

- iv. Notwithstanding subsections (i) - (iii), accessory equipment shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle, or pedestrian access or visibility along the right-of-way. The location of such equipment must comply with the Americans With Disabilities Act and all Applicable Law.
- (10) Setbacks and Separation. The minimum setbacks and separation requirements of the Monument Municipal Code shall apply to all WCFs and each Supplemental Site Permit.
- (11) Nothing in the Agreement or this Exhibit B shall be interpreted to authorize the installation of macro wireless communications service facilities, macro base stations, or similar high-powered cellular or wireless broadband facilities in the PROW, or the installation of macro wireless towers, or poles intended for macro facilities.
- (12) For the purposes of interpreting this Agreement, including Exhibit B, the following definitions shall apply:
- a. *Alternative tower structure* means any man-made trees, clock towers, bell steeples, light poles, water towers, farm silos, or similar alternative design mounting structures that camouflage or conceal the presence of antennas or towers so as to make them architecturally compatible with the surrounding area.
  - b. *Base station* means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user Equipment and a communications network. The definition of Base Station does not include or encompass a Tower or any equipment associated with a Tower. Base Station does include, without limitation:
    - i. Equipment associated with wireless communications services such as private broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul that, at the time the relevant application is filed with the Licensor, has been reviewed and approved under the Licensor's applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
    - ii. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplied, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell Networks) that, at the time the relevant application is filed with the Licensor, has been reviewed and approved under the Licensor's applicable zoning or siting process, or under another State or local regulatory review

process, even if the structure was not built for the sole or primary purpose of providing such support.

The definition of Base Station does not include any structure that, at the time the relevant application is filed with the Licensor, does not support or house equipment described in Sub-paragraphs (A) and (B) above.

## EXHIBIT C

### ATTACHMENTS TO LICENSOR-OWNED TRAFFIC SIGNAL FACILITIES

#### Traffic Signal Pole Requirements

1. Traffic signal poles already supporting police or fire safety equipment are not eligible to be considered for Company's WCF. Company's WCF placed on traffic signal poles may be required to be relocated at any time if the Licensor-owned infrastructure is needed for placement of police or fire safety equipment.
2. Traffic signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading shall require an engineering analysis stamped by a Colorado licensed professional engineer.
3. Installations on traffic signal poles cannot alter the poles in any way. Therefore, all attachments must be banded. Drilling and taping is not allowed.
4. All cabling must be external to the pole to eliminate the possibility of interference with existing signal cables and conductors.
5. Cables, conduits and bands must not interfere with access to or operation of any of the traffic signal equipment. Specific clearances may be required and shall be reviewed on a case-by-case basis.
6. Analysis must be provided to show the proposed Equipment shall not interfere with the Licensor's wireless network operating in the 900 MHz and 5.8 GHz frequencies.
7. For installations on traffic signal poles, involved personnel must hold at least a Level I IMSA Traffic Signal certification (level II preferred) to demonstrate comprehension of the implications of any negative impacts to the Licensor's traffic signal infrastructure.
8. Any installation or servicing of WCF located on traffic signal poles shall be coordinated with the Licensor's Traffic Operations and Traffic Engineering groups a minimum of three business days in advance.
9. WCF located on traffic signal poles may be required to be removed and/or reset at any time at the sole cost of the Company due to any work performed by or authorized by the Licensor.