



MANITOU SPRINGS CITY COUNCIL REGULAR MEETING AND WORK SESSION AGENDA

City Council meetings are held in hybrid form by Zoom
(remote) or in-person at Memorial Hall.

Memorial Hall

606 Manitou Avenue

Manitou Springs, CO 80829

Remote: www.manitouspringsgov.com; click on meeting
link under "Government; City Council" page

Position	Name	Term Expires
Mayor	John G. Graham	January 2, 2026
At-Large	Judith Chandler	January 2, 2028
At-Large	John Shada	January 2, 2028
At-Large	Julie Wolfe	January 2, 2028
Ward 1	Natalie Johnson	January 6, 2026
Ward 2	Mayor Pro Tem Nancy Fortuin	January 6, 2026
Ward 3	Michelle Whetherhult	January 6, 2026

January 7, 2025

6:00 PM

THE CITY COUNCIL MAY TAKE ACTION ON ANY OF THE FOLLOWING AGENDA ITEMS AS PRESENTED OR MODIFIED PRIOR
TO OR DURING THE MEETING, AND ITEMS NECESSARY TO EFFECTUATE THE AGENDA ITEMS

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

F. CONSENT CALENDAR

1. December 17, 2024 City Council Regular Meeting Minutes
2. Consider Reappointing David Armstrong to the City Planning Commission
3. Requesting Approval of the General Services Agreement with Hammers Construction, Inc. for the Navajo Spring Improvements Project

G. BUSINESS

1. Nomination and Election of a Mayor Pro Tem and Alternate/Back-up Mayor Pro Tem
2. Consideration of Resolution No. 0125, A Resolution Establishing the Locations for the Posting of Notices for the City of Manitou Springs, Colorado
3. Consideration of Resolution No. 0225, A Resolution Appointing Council Members and Staff as Liaisons to the Various Boards, Commissions, Committees, Agencies, and Organizations

4. Ratification of the Election of the Manitou Springs Fire Chief and Oath of Office

H. POLICE DEPARTMENT SWEARING IN CEREMONY

I. ADJOURN REGULAR MEETING INTO WORK SESSION

1. Dillon Mobility Hub Design Charette

J. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

K. CITY ADMINISTRATOR REPORT

ADJOURN

The City of Manitou Springs does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services or activities. Reasonable accommodation will be provided to ensure equal access to all. Individuals who would like to request auxiliary aids or services should contact the ADA Coordinator at (719) 685-5481 or jfryer@manitouspringsco.gov. You may also contact the City Clerk's Office at cityclerk@manitouspringsco.gov or (719) 685-2554. Please provide a minimum of 3-5 days advance notice.



Memorandum

Title: December 17, 2024 City Council Regular Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

January 7, 2025

Purpose:

To review and approve the meeting minutes from the December 17, 2024 City Council meeting.

Background:

The City Council met in a regular session on December 17, 2024.

Pros and Cons:

N/A

Fiscal Impact:

None

Workload Impact:

Approximately five hours of staff time to attend the meeting and to prepare and review the minutes.

Recommended Action:

Approve the December 17, 2024 city council regular meeting minutes through the approval of the Consent Calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Regular Meeting Minutes
606 Manitou Avenue
December 17, 2024

The City Council of Manitou Springs met in Regular Session on Tuesday, December 17, 2024, at 606 Manitou Avenue, in the City of Manitou Springs, County of El Paso, and State of Colorado.

COUNCIL MEMBERS PRESENT FOR ROLL CALL:

Mayor John Graham
Mayor Pro Tem Nancy Fortuin
Councilor Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Natalie Johnson
Councilor Michelle Whetherhult

A. CALL TO ORDER

Mayor Graham called the meeting to order at 6:01 PM.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

All members of the City Council were present for the roll call.

D. APPROVAL OF AGENDA

Councilor Johnson moved to approve the agenda as presented. The motion was seconded by Councilor Chandler. The motion was carried unanimously (7-0).

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

There was no public comment.

F. CONSENT CALENDAR

1. Presentation of Warrants
2. December 3, 2024 City Council Regular Meeting Minutes

Note for the record – This item was removed from the consent calendar as requested by Councilor Wolfe.

3. December 10, 2024 City Council Special Meeting Minutes

Councilor Chandler moved to approve the consent calendar as amended. The motion was seconded by Mayor Graham. The motion carried unanimously (7-0).

F2. December 3, 2024 City Council Regular Meeting Minutes

Councilor Wolfe requested a change to paragraph six on page five of the minutes to better reflect the context of the discussion about the sidewalk permit fees. The correction is as follows, "Councilor Wolfe suggested removing the fee for permitting sidewalk repair on page 19, to encourage homeowners to fix their sidewalks".

Councilor Chandler moved to approve the December 3, 2024 City Council Regular Meeting Minutes as amended. The motion was seconded by Councilor Shada. The motion was carried unanimously (7-0).

G. BUSINESS

1. Presentation and Final Action on the Higginbotham Flats/Overlook Park Master Plan

Robyn Bartling and Mia Requesens, Landscape Architects with Hord Coplan Macht presented the master plan.

Landscape Architect Bartling reviewed the process starting with discussions in August of 2020 and 2023. She shared that the Parks and Recreation Advisory Board (PARAB) approved the plan on December 2, 2024. She explained the community engagement process which determined preferred features for the project. These features include a native ethnobotanical garden, a lookout point, sound therapy instruments, a large gathering space, bee/insect habitats and more.

Landscape Architect Requesens stated that from the online and in person community engagement there was a clear desire for ethnobotanical gardens, creating connectivity between people and nature, and an appreciation for indigenous cultures. Additionally, the community expressed a strong interest in a useful and inclusive space for community gatherings, as well as education and artistic expression. She shared that local artist, Manuel Pulido, has already installed a cairn sculpture in the space. She explained that based on community input the design includes minimal parking space to

encourage more foot traffic. She noted some key features in the plan, including a composting toilet, an emergency helipad, shade structures, art installation locations, educational signage, a lookout deck, and water features with rain barrel collection.

Landscape Architect Bartling noted the right of way on Topeka Avenue between the two neighboring parcels and the consideration in the plan of the undeveloped land nearby.

There was a brief discussion about the timeframe for executing the plan, in which Parks and Recreation Director Gillian Rossi stated that this phase of the project would be complete upon approval by the City Council. She added that PARAB's budget did include funds for the construction plan if it were to be approved and that the next steps would be to have the construction plan drafted and begin raising funds for construction.

Landscape Architect Bartling explained that a broken water system was discovered on the site during the planning process and that the irrigation system is expected to be repaired. She added that the irrigation would be necessary for establishing plants included in the plan, but that the goal is to minimize water usage as much as possible.

Landscape Architect Requesens elaborated on the plan to provide education on plants and water. She stated that the education would include indigenous based plants, native plants, special species, medicinal qualities, water flow and water contribution to the ecosystem. She explained that the implementation of the education feature is still being developed, with the consideration of plaques, identifying signs, and interactive signage.

There was a brief discussion about the involvement of the indigenous community, in which Landscape Architect Bartling shared that Manual Pulido provided some information about the indigenous community. She added that this would be more developed going forward, with the variations of the different tribes considered in more detail.

Councilor Chandler stated that she would like to see more involvement of the tribes moving forward and expressed appreciation for the design's consideration relative to community input and environmental activism.

Councilor Johnson stated that as liaison she has been very impressed watching PARAB work on the project.

Mayor Pro Tem Fortuin expressed concern about maintenance and construction costs, as well as ensuring safe resident access. Additionally, she stated that she would like to see the PARAB funds go towards the Soda Springs Park Project and that she did not think it reasonable to fit the construction of the Higginbotham Flats Project into the budget anytime soon. Mayor Pro Tem Fortuin noted that during the community engagement process concerns raised that the park may be primarily utilized by nonresidents. She suggested minimal improvements going forward to establish proof of concept.

Councilor Shada suggested that the city consider obtaining the two neighboring parcels and delay the current plan. He shared that he thinks the project would be a great

community investment and that he really likes the plan. He stated that he is not concerned about the maintenance and that he has not heard any complaints about people accessing the public pathways in the neighborhood to access the site. Councilor Shada also expressed concern over people parking outside the gate at night and the Police Department's ability to monitor activity at the park.

Councilor Wolfe stated that she supports the concept but does not want to purchase the construction drawings at this time, so that other projects could be completed first, such as the Soda Springs Park Project. She added that she is in favor of considering purchasing the nearby lots. She shared concerns about the potential attraction of negative activity with the location being so close to Highway 24.

There was a brief discussion about whether the city owned the property free and clear, in which City Attorney Jeff Parker noted that the memo stated that Manitou Springs and Save the Flats Inc. own the property as tenants in common.

Danu Fatt, 1201 Manitou Avenue, with Save the Flats, stated that the tenants in common require the city and Save the Flats to agree on usage for the property. She added that the property is free and clear. She recommended moving forward so that Hord Coplan and Macht can draft the construction plan.

There was a brief discussion about grants and whether the master plan would be sufficient or if a construction plan would be needed in which Landscape Architect Bartling advised that it depends on the grant, but for the Great Outdoors Colorado (GOCO) grant the master plan would be sufficient.

Councilor Chandler expressed concerns about safety, and interest in acquiring the neighboring properties. She stated that she is in favor of moving forward with the project because the project is an important part of making the city a micromobility hub.

There was a general discussion about potentially delaying the construction plan and the construction, as well as the long-term validity of construction drawings.

Landscape architect Bartling stated that a construction plan would take about six months to complete.

Danu Fatt added that moving forward with the construction plan would allow PARAB to keep the momentum they currently have by providing them with a dollar amount for the project and the board could start raising the funds needed.

Mayor Graham stated that he believes the best usage of the Higginbotham Flats is for emergencies, such as fires or floods and noted that the area has been utilized as a staging area for construction materials. He expressed concerns about maintenance, other projects of higher priority, water pressure and vandalism. Mayor Graham suggested delaying the project to prioritize focusing on other projects first.

City Administrator Denise Howell shared that for 2025, \$100,000 is budgeted for Phase Two of the Soda Springs Park Project, and \$80,000 is budgeted for the Higginbotham

Flats Project construction drawings. She also stated that for 2026, \$935,000 is preliminarily budgeted for phase three of the Soda Springs Park Project.

Finance Director Rebecca Davis clarified that GOCO grants are from the Colorado Conservation Trust Fund, which is lottery money that is distributed quarterly and is an approximate aggregated amount of \$52,000.

There was a general discussion about the budget and upcoming projects.

Councilor Shada moved to approve the Higginbotham Flats Master Plan. The motion was seconded by Councilor Wolfe. The motion was carried (6-1), with Mayor Graham as the dissenting vote.

Councilor Chandler reiterated that she is in favor of moving forward with construction drawings and added that she does not believe \$80,000 is an impactful amount compared to the funds needed for the Soda Springs Park Project.

Councilor Shada moved to direct city staff and PARAB to delay moving forward with the Higginbotham Flats construction plan until the City Council can reevaluate the budget during the first quarter of 2025. The motion was seconded by Councilor Wolfe. The motion was carried (6-1) with Councilor Chandler as the dissenting vote.

Note for the record – The City Council took a break at 7:37 PM and reconvened at 7:51 PM.

H. HEARINGS

1. Second Reading and Public Hearing of Ordinance No. 1024, an Ordinance Amending the Manitou Springs Municipal Code by the Addition of a New Section 18.04.25 entitled “Natural Medicine Businesses”

City Clerk Elena Krebs reviewed the restrictions included in the ordinance, which included a 1,000-foot buffer from schools, no buffer from parks, commercial zoning, hours of operation set at seven days a week from 8:00 AM to 8:00 PM, numerical limitations of four healing centers and one of each other facility type and Use By Right Permitting. She noted that adding mixed commercial zoning was recommended by the City Planning Commission (CPC).

There was a general discussion about mixed use commercial zoning, in which Senior Planner Royston clarified that the number of parcels does not change with the zoning added to the ordinance, as there are no parcels currently zoned as mixed commercial.

Mayor Graham opened the public comment portion of the hearing at 7:58 PM.

Scott Dewalt, 206 Cheyenne Blvd., Colorado Springs, founder and executive director of a Colorado Non-Profit that owns 32 Manitou Avenue shared that he is certified as a psychedelic assisted therapy provider. He thanked the City Council for taking into consideration the time place and manner of natural medicine healing centers in Manitou

Springs. He stated that he believes seven days a week from 8:00 AM to 8:00 PM is sufficient time to do business, given the nature of natural medicines. He explained that the center would be in a non-descript building, set up similar to a yoga studio. He shared that they were approved for a grant from the URA to complete the stucco on the outside of the building.

There was a brief discussion about the average cost of treatment in which Mr. Dewalt stated the cost for their services would be about \$3,000 to \$4,000, which includes preparation, administration and integration. He added that he has a therapy practice as well, and that he hopes to complete three natural medicine treatments a month.

Mr. Dewalt confirmed that there is a thorough assessment prior to administration to determine if the patient is a good candidate for treatment. Furthermore, he explained that a patient cannot leave until they are coherent, which can take three to five hours, or possibly longer for some individuals.

Mayor Graham closed the public comment portion of the hearing at 8:10 PM.

Councilor Shada moved to adopt, on second reading, Ordinance No. 1024, an Ordinance Amending the Manitou Springs Municipal Code by the Addition of a New Section 18.04.25 entitled "Natural Medicine Businesses". The motion was seconded by Councilor Chandler. The motion was carried unanimously (7-0).

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Councilor Shada commended staff for the clean up of graffiti at Ruxton Avenue and Springs Street.

There was a brief discussion about the graffiti, in which Councilor Wolfe suggested a standard operating procedure to ensure that the right entities in law enforcement get reports on the vandalism. City Administrator Howell stated that she would start by checking with the Police Department to understand the current process and report back to Council.

Councilor Chandler shared that a resident contacted her to raise concerns about the closure of the Wichita Parking Lot bathrooms.

City Administrator Howell stated that the Wichita Parking Lot Bathrooms belong to the Metropolitan District (Metro). She shared that the Metro Board has decided to close the bathrooms and that the agreement between the Metro Board and the city will no longer be in effect as of January 1, 2025, which has included maintenance services provided by city staff and other services. She added that it is unknown when the bathrooms will reopen, and that people would need to reach out to the Metro Board for more information. City Administrator Howell stated that she would get more information on the bathrooms and parking permits for the Metro Parking Lot.

Mayor Graham shared that on Friday December 20, 2024, Pikes Peak Area Council of Governments will be hosting a meeting to meet your legislator. He announced that due

to the holidays the next City Council Meeting will be on January 7, 2025, with a work session to follow.

J. CITY ADMINISTRATOR REPORT

City Administrator Howell recognized Neighborhood Services and Janitorial Services Staff for the graffiti cleanup.

K. EXECUTIVE SESSION

1. An Executive Session to discuss a Personnel Matter regarding an employee, pursuant to 5.1(a) of the Manitou Springs Municipal Charter. This executive session concerns the annual performance review of the City Administrator.
2. An Executive Session to discuss a Personnel Matter regarding an employee, pursuant to 5.1(a) of the Manitou Springs Municipal Charter. This executive session concerns the annual performance review of the Finance Director.
3. An Executive Session to discuss a Personnel Matter regarding an employee, pursuant to 5.1(a) of the Manitou Springs Municipal Charter. This executive session concerns the annual performance review of the Chief of Police.
4. An Executive Session to discuss a Personnel Matter regarding an employee, pursuant to 5.1(a) of the Manitou Springs Municipal Charter. This executive session concerns the annual performance review of the City Clerk.

Mayor Graham read the purpose of the Executive Session into the record at 8:22 PM.

Councilor Wolfe moved to enter the Executive Session for the stated purpose. The motion was seconded by Councilor Johnson. The motion was carried (7-0).

The City Council moved back to Regular Session at 10:43 PM. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

L. ADJORN

With no other items to discuss, Councilor Johnson moved to adjourn the meeting. The motion was seconded by Councilor Shada. The motion carried unanimously (7-0).

The meeting adjourned at 10:45 PM.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk



Memorandum

Title: Consider Reappointing David Armstrong to the City Planning Commission

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

January 7, 2025

Purpose:

To review and consider approving Commissioner Armstrong's request for reappointment as a regular member of the City Planning Commission.

Background:

Commissioner Armstrong has served on the Planning Commission since 2019, initially as an alternate before being appointed as a regular commissioner in 2020.

Commissioner Armstrong has submitted a request for reappointment, as his first term expired on December 31, 2024. With 30 years of Planning experience and a registered architect, Commissioner Armstrong is an invaluable member of the Planning Commission.

Pros and Cons:

N/A

Fiscal Impact:

None

Workload Impact:

Minimal

Recommended Action:

Approve the reappointment of David Armstrong as a regular member of the City Planning Commission through the approval of the Consent Calendar.

December 2, 2024

To John Graham, Alan Delwiche, and Manitou Springs City Council,

Having served out my initial term on the city's Planning Commission, I would like to continue. Like the rest of you, I am committed to giving back to our beautiful, cantankerous, wonderful community. I've been a resident since 2003 and my family has lived here for over a hundred years so I have a very strong connection to Manitou. As the only architect on the Planning Commission, I am in an advantageous position to contribute.

I appreciate your consideration,

David Armstrong

David Armstrong

Manitou Springs, CO 80829

Education: Yale University, B.A.
University of Colorado at Colorado Springs, M.A.

Registration: Licensed Architect - State of Colorado

Background: 30 years - planning
- architecture
- contract administration
- office management

Master Planning /
Contract Administration: Senior planner in 5 person nucleus preparing the Master Plan for **Camp Humphreys, Korea** to consolidate US Army forces on the Korean peninsula. Responsible for facility requirements, analysis of existing constraints and opportunities, major planning concepts, transportation networks, and **Area Development Plans** for troop housing, **KORCOM** headquarters, consolidated warehousing district, and all required community support facilities. Completed in five and a half months on a fast track schedule while initial projects were already under construction. Project scope 16 billion dollars, largest in the Army inventory.

Lead planner for 4 **Installation Development Plans** at **Air National Guard** bases Duluth and Minneapolis, MN, Knoxville, TN and New Castle, DE, with primary responsibility for all project phases including data gathering, planning charrettes, development concepts, client presentations and project coordination with Air Guard HQ and individual installations.

Master Plan, Camp Phoenix, Kabul, Afghanistan. As Team Lead and Senior Planner at a key installation in Kabul, Afghanistan, led a team conducting field survey and interviews of key installation personnel, facility requirements analysis, development of alternative concepts, and detailed site planning. Particular attention was given to land acquisition, air access, internal circulation, and security issues. Work accomplished under expeditionary conditions.

DD 1391s and Site Plan Development for Special Operations Command, Pacific in Bangladesh. Verified training requirements for new joint use installation with US Special Forces and Bangladesh Navy, and prepared site plan alternatives and DD 1391s for boat basin, close quarters battle facility, fully contained firing range, barracks, DFAC, administration, and temporary construction camp. Participated in planning charrette with Alaska District COE and SOCPAC.

Space Optimization Plan, EUCOM, Stuttgart, Germany. Senior Planner embedded with European Command, responsible for survey and evaluation of all existing EUCOM facilities, definition of organizational structure and user requirements, and development of conceptual building plans to maximize space utilization. Conceptual plans address the overall EUCOM campus and whole building renovations, providing a vision for EUCOM facility use over the next 15 years, with a major reduction in the command footprint.

Senior planner for **Ft Bliss, Texas Master Plan** to provide for six new Brigade Combat Teams and an Aviation Combat Brigade. Assisted in the development of overall concepts and detailed implementation for motor parks, unit operations, troop housing, pedestrian and vehicular networks and life support. Responsible for production of plans used as the basis for project scope of three billion dollars, largest Army project in at the time.

Senior Planner for Wiesbaden, Germany **Stationing Plan.** Conducted field surveys, user interviews, and conceptual analysis of alternative concepts for the relocation of **USAREUR and 7th Army Headquarters**. Developed community support facility requirements. Prepared detailed site plans for troop and family housing, administrative facilities, community and tactical facilities.

Project planner with primary responsibility to Europe Division Corps of Engineers and **US Air Force Europe** for development of the General Plan summary component of **Base Comprehensive Plans** for RAF Mildenhall and RAF Lakenheath, England. USAFE planning design award.

Senior Planner for **New Al Muthana Air Base, Iraq** prior to transferring the installation to Iraqi operation and control. Reviewed opportunities and constraints to development and developed site planning alternatives, transportation network, and a recommended plan to meet the long range facility requirements for a key Iraqi Air Force base.

Stationing Plan. Senior Planner for stationing a Combat Aviation Brigade in **Ansbach, Germany**. Conducted field surveys, user interviews, and conceptual analysis of alternative master plan concepts. Developed community support facility requirements. Prepared detailed site plans for troop and family housing, administrative facilities, community and tactical facilities. Developed alternatives for a major family housing / community support plan on a cleared redevelopment site.

Project planner for **1st Armored Division Staging Plan**, responsible for development of detailed concept renovation plans for 34 buildings and site improvements at **Wiesbaden Army Airfield, Germany** to accommodate relocation from Bad Kreuznach. \$30 million construction program successfully completed.

Senior Planner responsible for **Requirements Analyses** in **Germany, Belgium and Honduras** including survey of existing facilities, verification of facility requirements, development of proposed site planning alternatives, and preparation of Tabulation of Existing and Required Facilities excerpts at various US Army / Air Force installations.

Lead planner for high priority **SETAF Stationing Plan** at **Camp Ederle, Vicenza, Italy**. Responsible for site planning of all facilities required to station an additional Army battalion at an extremely tightly constrained installation.

Senior planner for **USAREUR**-wide survey of stationing capacities at over 40 installations in Germany, Italy, the Netherlands and Belgium. Responsible for 5 months field survey, verifying and measuring all hardstand areas and structures to establish stationing capacities at all USAREUR installations in support of major reorganization of US Army in Europe.

Project Manager and Lead Planner for complete update of all structures in the **Real Property Inventory** for **Livorno, Italy** and 15% of the structures at **Vicenza, Italy**. Responsible for project management, field surveys, and preparation of all supporting documentation to verify and update RPIs at 8 US Army installations. Included verification of category codes, gross and net space, and using activities at all types of buildings in the Army inventory except family housing.

Project manager and senior planner in charge of preparing **Installation Design Guides** for **Baumholder and Mannheim, Germany**.

Senior field analyst on team conducting **Facility Use Surveys** at numerous **US Army** installations throughout the United States and Europe. Responsible for verifying category codes, occupying units, and level of utilization of all types of facilities except family housing at over 25 installations.

Architecture:

Preparation of design, design development and contract documents for schools, medical facilities, apartment complexes, single family residences and office buildings in Colorado and Wyoming.

Design manager for **AFRICOM** Operations Center and Data Processing Center at Kelley Barracks, **Stuttgart, Germany**, responsible for initial concepts, design development and preparation of 45% construction documents.

Miscellaneous:

Office manager for architecture and engineering branch office in Darmstadt, Germany, responsible for all aspects of operation including contract administration and production of contract documents.

Office manager for 50 person architectural firm with primary responsibility for contract negotiation, personnel management, production and marketing.

Foreign language: **German** (5 years residence in Germany and regular professional travel to Germany 1978-2012).

**Professional and Civic
Affiliations:**

Air Quality Technical Committee, City of Colorado
Springs, Colorado

Board of Directors, Art Gallery of the University of
Colorado at Colorado Springs

Citizens Goals, Colorado Springs, Colorado

Board of Directors, Pikes Peak Landmarks Council

December 26, 2021

Mayor Graham and City Council,

I have reviewed David Armstrong's request to be reappointed a regular member of the planning commission. He has been a member of the planning commission for the past 5 years. I recommend that council consider re-appointing David as a regular member of the commission.

Regards,
Alan Delwiche, Planning Commission Chair



Memorandum

Title: Requesting Approval of the General Services Agreement with Hammers Construction, Inc. for the Navajo Spring Improvements Project

From: Roy Chaney, Deputy City Administrator/ Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

January 7, 2025

Purpose:

This contract authorizes the contractor to proceed with construction of improvements to the Navajo Spring facility. These improvements are needed to attain compliance with the State of Colorado Design Criteria for Potable Water Systems, Safe Drinking Water Program Implementation Policy DW005.

Background:

The operation of the Navajo Spring provides a public water supply by providing access to the spring discharge. The City of Manitou Springs is responsible for the springs identified by the Mineral Springs Foundation and made available for public consumption of the discharge from those springs. The City has been issued a public water system identification record for this public drinking water source. Historically, access to the Navajo Spring has been through the privately owned building interior hallways and passages. This requires coordination with the owners and tenants of the building (Patsy's Popcorn/Candy). The City is a beneficiary of a conservation easement providing for access from the Manitou Avenue public right-of-way to the area.

The improvements to the Navajo Spring are a continuing effort to address issues in all mineral springs available to the public by enclosing the spring cistern in a manner to prevent contamination by foreign materials. The enclosure to be constructed over the top of the concrete cistern will be anchored in place with appropriate gaskets, sealants, and covers to prevent the entrance of contaminants. Additionally, the project proposes construction of an exterior access point to the Navajo Spring facility, as well as improved access through the interior. Construction of an exterior access point will provide the opportunity for after-hours service or maintenance, eliminating the need to contact the tenants and owners of the building.

The plans for the improvements to the Navajo Spring have been submitted to the Colorado Water Quality Control Division (WQCD) for review and acceptance. As of the date of the writing of this memorandum, evidence of acceptance of the plans has not



been received. However, discussion with representatives of the WQCD has not revealed any deficiencies or major revisions deemed necessary prior to acceptance by the Division.

Pros and Cons:

Pros:

- Addresses deficiencies and matters of non-compliance with the Colorado design criteria for potable water systems.
- Provides efficient access for inspections, monitoring and maintenance activities.

Cons:

- The proposed improvements including construction, preparation of designs and construction documents and acquisition of regulatory authority acceptance will result in expenditure of approximately \$175,000 as a proposed overall project budget. The current construction contract effort is a proposed contract of \$138,058.

Fiscal Impact:

\$138,058.00, with The Manitou Springs Mineral Springs Foundation contributing \$40,000.

Workload Impact:

It is anticipated that the Water Department staff will not have any extraordinary added workload during the performance of this construction and the future workload is not expected to change from that which presently exists. The construction project administration and oversight will be accomplished by City staff and the City's consulting water engineer within the scope of their delegated responsibilities. It will be necessary that the City's consulting water engineer certify completion of the project as required by the Colorado Water Quality Control Division (Colorado Department of Public Health and Environment) at the completion of the work.

Recommended Action:

Approve the General Services Agreement with and Notice of Award to Hammers Construction Inc. for Navajo Springs Improvements through the approval of the Consent Calendar.

GMS, INC.
CONSULTING ENGINEERS
611 NORTH WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903-1074

TELEPHONE (719) 475-2935
TELEFAX (719) 475-2938

EDWARD D. MEYER, P.E.
ROGER J. SAMS, P.E.
JASON D. MEYER, P.E.
DAVID R. FRISCH, P.L.S.

THOMAS A. McCLERNAN, P.E.
MARK A. MORTON, P.E.
KEN L. WHITE, P.L.S.

December 24, 2024

Mr. Roy Chaney, Deputy City Administrator
City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Via Electronic Mail:
rchaney@manitouspringsco.gov
No Hard Copy to Follow

RE: Navajo Spring Improvements
Results of Bidding for Construction of Improvements

Dear Roy:

Proposals were received at the advertised time and date for the Navajo Spring Improvements project. This project included construction of a cover for the spring cistern which is intended to preclude the entry of contaminants governed by the Colorado Drinking Water Regulations. This project also provides for construction of improved operator access to the Navajo Spring at its existing location near the building located at 928 Manitou Avenue. This will provide for an access which will not require coordination with the owners and tenants of the building. Enhanced access will be provided at the interior of the building when extensive maintenance or operations are required.

A notice of, "Request for Proposals" was published in the local Pikes Peak Bulletin giving official public notice of the availability of a, "Request for Proposal," for this project. In addition, the City Water Department staff had made personal contact with three construction organizations in late October with preliminary plans.

GMS, Inc. was requested by the City and the Mineral Springs Foundation to prepare a plan submittal for the Colorado Water Quality Control Division representing the improvements to be made to the Navajo Spring to address compliance with Colorado drinking water regulations. Following that submittal, further refinements of the plans were made to accommodate requirements of the Pikes Peak Regional Building Department and preparation of proposal documents for solicitation of contractors in accordance with City code and public bidding process and procedures.

At the advertised time for the receipt of proposals, 2:00 p.m., December 20, 2024, two organizations had submitted proposals in accordance with the request. Proposals with monetary values were submitted by the organizations named below.

Hammers Construction, Inc. = \$138,058.00

Lando Excavation, LLC = \$124,730.050

Mr. Roy Chaney, Deputy City Administrator
December 24, 2024
Page 2

After review of the proposals by representatives of the Mineral Springs Foundation and the operator in responsible charge of the Mineral Springs drinking water sources, it is the desire to consider award of a contract for the project to Hammers Construction, Inc. It appears as if that organization has the capabilities and the capacity to accomplish the work in accordance with the time schedule desired by the Colorado Water Quality Control Division.

Based on our review of the documents submitted and the requirements of the, "Request for Proposals," it appears as if both submittals were responsive to the proposal requirements. In accordance with discussions with Mineral Springs Foundation representatives and City Utility Department staff, GMS, Inc. is recommending that the City consider award of a contract to Hammers Construction, Inc. as recited above.

Should you have any questions or desire additional information, please contact us at your convenience.

Sincerely,



Roger J. Sams, P.E.

RJS/jjs
Enclosures

ec: Ms. Denise Howell, City of Manitou Springs, dhowell@manitouspringsco.gov
Mr. Sean Dearborn, CWP, City of Manitou Springs, sdearborn@manitouspringsco.gov
Mr. Dan Olson, CWP, City of Manitou Springs
Mr. Doug Edmundson, Mineral Springs Foundation
Ms. Ann Nichols, Mineral Springs Foundation

NOTICE OF AWARD

To: Mr. James Wills, Project Manager
Hammers Construction Inc.
1411 Woolsey Heights
Colorado Springs, CO 80915-5400

PROJECT Description: Navajo Spring Improvements

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 19, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$138,058.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 7th day of January, 2025.

City of Manitou Springs, a Colorado Municipal Corporation

Owner

By _____

Name and Title: John Graham, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Hammers Construction, Inc.

this the _____ day of January, 2025

By _____

Title _____



CITY OF MANITOU SPRINGS

Contract Checklist

City Department: Public Works – Water Distribution Utility Dept. Staff Member: Roy Chaney

Type of Contract: Agreement for General Services Contract # (if applicable): _____
(eg: Services Agreement, Amendment, Change Order, Grant, etc...)

Is contract funded with State or Federal Funding (including Grants)?

☒ No ☐ Yes ☐ Federal Grant - Funding Agency: _____ Grant #: _____

CFDA # _____ Grant Amount: \$ _____ City Match Amount: \$ _____ Grant Rev GL Code _____

If Yes - indicate compliance with these requirements as applicable (contact Deputy Finance Director if any questions):

☐ n/a ☐ 2 CFR Section 200.321: Requirement for providing contracting opportunities for Small, Minority, and Women owned enterprises

☐ n/a ☐ 2 CFR Section 200.323(a): Requirement for conducting an independent cost estimate before receipt of bid or proposal

Project Description/Location: Navajo Spring located near 928 Manitou Avenue; improvements to satisfy Colorado Design Criteria for Potable Water Systems addressing protection of potable water supply from contamination by covering the spring cistern; provide enhanced operator access to mitigate issues of accessing through private property for normal operation and maintenance as now practiced.

(Note: City Business License is required if business conducts work 7 days or more a year in Manitou Springs – contact the Finance Department)

Agency/ Business name: Hammers Construction, Inc. Phone #: 719-570-1599

Agency/Business address: 1411 Woolsey Heights Colorado Springs CO 80915-5400
Street City State Zip

(Required if related to State/Federal Funding) UEI #: _____ (attach printout of www.sam.gov info to contract packet)

Point of Contact: Mr. James Wills, Project Manager

Name & Relation to Agency /Business

Point of Contact Phone #: 719-570-1599 Point of Contact email: jwills@hammersconstruction.com

Contract Effective Date: January 7, 2025 Term Date: ☐ Upon Completion **OR** ☐ End date _____

Check if contract requires a notification or has an auto renewal date ☐ & list Renewal/Notification of Renewal Date: _____

Contract Amount not to exceed: \$ 138,058.00 Anticipated GL Code: 10-432-645 / 52-492-424

(per Municipal Code Ordinance - Chapter 3.32:)

☐ <\$20K – Approval required by authorized Dept. Head or designee

\$5K - \$20K – min. 3 solicitation of **verbal or written** bids required (☐ Attached to contract packet)

>\$10K, quotes required for materials and supplies (☐ Attached to contract packet)

☐ >\$20K – Approval required by City Administrator or designee

>\$20K min. 3 solicitations of **written** bids required (☐ Attached to contract packet)

☒ >\$50K – Approval required by City Council – date approved: 1-7-2025

>\$100K, Formal RFP process required (☒ Attached RFP information and other pertinent information to contract packet)

Check if bid is not required ☐ and state Reason bid is not required: _____

Do Contract Terms include insurance coverage or bond requirement?

☐ No ☒ Yes Bonds and Insurance Certificates to be furnished after Award of Contract

- ☒ Insurance / Bond certificate/info attached - ☐ n/a - Why n/a? _____

Are there exhibits included in this Contract?

☐ No ☒ Yes - # of Exhibits: 2 - List Exhibits: Attachment 1 - Project Information ☒ Attached

Attachment 2 - Additional terms and conditions ☒ Attached

☐ More exhibits – see following page for list of exhibits

Execution City Official name & title (print): John Graham, Mayor

Are Milestones included in this Contract?

☒ Yes ☐ No – state reason: _____

Is a Payment Schedule included in this Contract?

☒ Yes ☐ No – state reason: _____ Schedule partial payments on monthly intervals

***Contract review by the City Administrator is REQUIRED prior to contract execution:**

Deputy City Administrator's initials: _____ City Administrator's signature: _____ Date: _____

Comment(s): _____

Is contract related to State or Federal Funding (including Grants)? ☒ No ☐ Yes – e-copy provided to Finance Department ☐

☐ Copies provided to all interested parties

Verified & Submitted by City Staff Member (print & sign): _____ Date: _____

Comments: _____

CONTRACT

THIS CONTRACT ("Contract") is entered into this 7th day of January, 2025, by and between the City of Manitou Springs ("City"), whose address is 606 Manitou Boulevard, Manitou Springs, CO 80829, and Hammers Construction, Inc. whose address is 1411 Woolsey Heights, Colorado Springs, CO 80915-5400 ("Contractor"), collectively referred to herein as the "Parties."

RECITALS

- A. The City is a home rule municipality which owns and operates a municipal potable water supply and distribution system to which it desires to make specified improvements, hereinafter referred to as the, " Project."
- B. The City wishes to procure the necessary equipment, labor and materials required for the implementation of the Project.
- C. The City has requested proposals for the equipment, labor and materials required for the Project.
- D. Contractor provided a proposal that was accepted by the City to supply necessary equipment, labor and materials as identified herein.
- E. The City will furnish certain components or accommodations of the Project, which will be utilized by the Contractor to implement the Project.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. Agreement. The Contractor shall provide the necessary equipment, labor and materials for the construction of the Project as set forth in **Attachment 1** to this Contract.
- 2. Contract Amount. Contract amount to be paid by the City for the Project shall not exceed \$138,058.00 as established by Attachment 1. The payments to the Contractor shall be paid as follows:
 - a. The monetary amount of this contract will be due and payable upon completion of all services. Applications for partial payment during the period of construction will be considered by the City on no less than 30-day intervals. Payment can be made by the City to the Contractor within 25 days of receipt of an acceptable application for payment.
- 3. Complete Project. Contractor shall complete the work by March 31, 2025, or as otherwise established in the Notice to Proceed.
- 4. Contractor Adherence to Standards. The Project to be accomplished by Contractor shall be high quality in compliance with recognized and established industry standards and further provided in **Attachment 1**.
- 5. Warranty. Contractor warrants to the City that, at the time of delivery to City, the Project will be fit for the purpose intended generally and as specified herein by the City,

merchantable, and free from all liens and defects.

6. Waiver of Mechanic's Lien. Contractor covenants and agrees that, upon payment by the City as required by this Contract, Contractor shall not in any manner claim or file a mechanic's or other lien against any part thereof of the City property or for any work or labor heretofore or hereafter performed or furnished by Contractor in connection with the provision of the Project to the City. The Contractor shall provide a Payment Bond, in the form specified by the Owner, in an amount no less than fifty-percent of the contract monetary amount to secure payment of all unpaid mechanics' and materialmen's costs incurred in performance of the Work. Contractor releases and waives any and every lien claim whatsoever that Contractor may have against the City property or the Project pursuant to performance of this Contract. Upon such payment, Contractor shall execute any further waiver of mechanic's and materialmen's liens as required by the City. Upon delivery of the Project, Contractor shall also deliver to the City mechanic's and materialmen's lien waivers for all of Contractor's subcontractors and materialmen related to the Project.
7. Performance Bond. A Performance Bond in penal sum equal to the amount of the Contract monetary amount shall be provided by the Contractor for the Owner's benefit conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract. The Performance Bond shall be in the form specified by the Owner.
7. Indemnity. The Contractor will indemnify, hold harmless, and defend the City, and the consultants, officers, agents, and employees of the City from and against any and all claims, damages, losses, and expense, including reasonable attorney's fees, arising out of or resulting from the non-performance of the Contract by Contractor. This indemnity shall not include such claims, damages, losses, and expenses that are caused as a result of any negligent or intentional wrongful act or omission of the City.
8. Breach. In the event of a breach of any provision of this Contract, the City may use any and all remedies available under Colorado law subject to such cure period as set forth in Paragraph 5.
9. Attorney's Fees. In the event of any dispute between the parties concerning this Contract or in the event of any action to enforce this Contract or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.
10. Authority. All parties to this Contract represent that they have the full power and authority to enter into and perform this Contract.
11. Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to its subject matter and constitutes, merges, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
12. Amendment. This Contract may be amended only by a written instrument signed by the parties.
13. Governing Law. This Contract shall be governed, construed, and enforced in

accordance with the laws of the State of Colorado, without regard to its conflict of laws rules.

14. Severability. Unenforceability of any provision contained in this Contract shall not affect or impair the validity of any other provision of this Contract, so long as the primary purpose(s) of this Contract are effectuated by the remaining terms.
15. Counterparts. This Contract may be signed in counterparts.
16. Other Terms and Conditions. Other terms and conditions applicable to this Contract are set forth in **Attachment 2** to this Contract.
17. Attachments. All attachments referenced in this Contract are made part of this Contract by reference herein.

THIS AGREEMENT is entered into on the date and year set forth above.

City of Manitou Springs

Printed Name: _____

CONTRACTOR: Hammers Construction, Inc.

Signature

Printed Name

Title

ATTACHMENT 1

City of Manitou Springs (City)

- A. City of Manitou Springs Notice of Award issued January 7, 2025; one (1) page; Notice to Proceed issued _____ one (1) page; executed/authorized by the City.
- B. Request for Proposal for: Navajo Spring Improvements.
- C. Contractor Proposal dated December 19, 2024, with supporting electronic mail correspondence of December 20, 2024, pages.
- D. Drawing Sheet(s) Navajo Spring Improvements, Five (5) sheets, date of latest revision of December 17, 2024.

ATTACHMENT 2

CITY OF MANITOU SPRINGS ("THE CITY")

ADDITIONAL TERMS AND CONDITIONS

1. CONTRACTOR'S RESPONSIBILITIES

- 1.a The scope of services to be performed by the CONTRACTOR ("Services") is set forth in Attachment 1.
- 1.b All issues or questions of the CONTRACTOR about this Contract or the work being performed hereunder arising during the term of this Contract shall be addressed to the designated City Representative. Unless otherwise stated, in writing, the designated City Representative for the work is the City Administrator. **No person other than the City Representative shall have the power to bind the City with respect to any matter related to this Contract, or the work.**
- 1.c CONTRACTOR's performance shall be completed no later than the date established in the Notice to Proceed, unless the time of performance is extended by the written Contract of the parties. CONTRACTOR shall promptly, diligently and expeditiously perform the Services.
- 1.d The CONTRACTOR shall be solely responsible for compensation of third parties, including employees, subcontractors, consultants and suppliers, which are retained by the CONTRACTOR related to this Contract. Such third parties shall not be considered third-party beneficiaries to this Contract. Prior to any interim and final payment(s) of compensation under this Contract, the CONTRACTOR shall provide certification and evidence satisfactory to the City that all compensation owed to such third parties has been paid in full.
- 1.e The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of substantial completion. The CONTRACTOR shall promptly make such corrections as may be necessary by reason of defects in materials and workmanship including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period

2. INDEPENDENT CONTRACTOR

CONTRACTOR acknowledges that it/he/she is an independent contractor under the Colorado Worker's Compensation Act and claims to have such insurance or to be exempt from Worker's Compensation Insurance coverage because it/he/she owns the assets of its/his/her own business, manages and controls such business services, has ultimate responsibility for its/his/her business decisions and is subject to any profit or loss from such business. CONTRACTOR understands and acknowledges that it/he/she, and all employees, agents, and subcontractors, are not entitled to worker's compensation benefits

from the City and that if it/he/she/they are injured while performing contractual work for the City, it/he/she/they will not be covered for such injury under the City's Worker's Compensation, or any other the City's insurance policy. CONTRACTOR will execute any independent contractor insurance status or other forms electing to be exempt from such coverage's as are requested by the City.

3. INSURANCE

- 3.a** During the entire term of this Contract, the CONTRACTOR shall maintain, at its own expense, insurance through companies reasonably approved by the City in at least the following minimum amounts and classifications:

Limits of Liability

Workers' Compensation:

Employer's Liability - Not less than that required by statute

Limits of Liability

Comprehensive General Liability (including blanket contractual liability insurance):

Bodily Injury	\$ 500,000 each person \$ 1,000,000 each occurrence
Property damage	\$ 1,000,000

Comprehensive Automobile Liability:

Bodily Injury	\$ 500,000 each person \$ 1,000,000 each occurrence
Property damage	\$ 1,000,000

- 3.b** The CONTRACTOR shall furnish certificates of such insurance prior to performance of this Contract. The City shall be named as an additional insured on all policies of liability insurance. The City shall have the right to require higher limits of liability in its reasonable discretion.

4. OWNERSHIP

All data, plans, reports, notes, information and documents ("Information") provided to or prepared by the CONTRACTOR in performance of this Contract shall be and become the property of the City upon payment for the Services rendered by the CONTRACTOR, and shall be delivered to the City Representative.

5. COMPLIANCE WITH LAWS

- 5.a** At all times during the performance of this Contract, the CONTRACTOR shall strictly observe, comply with, and conform to all applicable federal, state and local laws, constitutions, ordinances, rules, regulations, governmental requirements, and executive and other orders that have been or may hereafter be established.

5.b If this Contract is for a public work (as defined in C.R.S. 24-16-103(6) or other applicable statute, rule or regulation) financed in whole or in part by funds of the State of Colorado, or the City, then Colorado labor shall be preferred and shall be employed by CONTRACTOR and those under CONTRACTOR as and in the manner required by C.R.S. 8-17-101 *et seq.*

6. NON-DISCRIMINATION

The CONTRACTOR shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable, because of race, color, sex, marital status, age, religion, disability, national origin, military service, veteran status or any other basis prohibited by law. The CONTRACTOR agrees to comply with all applicable state and federal statutes and regulations concerning non-discrimination.

7. RIGHTS OF THIRD PARTIES

This Contract does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this Contract, or to claim any damages or to bring any legal action or other proceeding against the City or CONTRACTOR for any breach or other failure to perform this Contract. Nothing in this Contract is intended to name a person or group of persons as third-party beneficiaries. The parties hereby expressly deny and disclaim any desire or intent to create any third party beneficiaries and agree that the benefits hereunder are intended for the general public welfare.

8. ASSIGNMENT/SUBCONTRACTORS

The CONTRACTOR shall not assign its interest in this Contract or subcontract any of the work to be performed under this Contract without the written consent of the City.

9. CHANGES OR MODIFICATIONS

9.a This Contract may not be amended, modified, extended, revised or otherwise altered, nor may any party hereto be relieved of any of its liabilities or obligations hereunder, except by a written instrument duly executed by both parties. Any written instrument entered into in accordance with the provisions of the preceding sentence shall be valid and enforceable notwithstanding the lack of separate legal consideration therefore.

9.b No change order or other form of order or directive by the City, or any other matter, resulting in an increase to the contract price, or the total of all payments under this Contract exceeding that contract price, shall be executed or effective unless the increase is approved by the City Representative, unless the additional funds have been appropriated or otherwise made available, and unless the CONTRACTOR is given written assurance by the City that the additional funds have been so appropriated or otherwise made available. The CONTRACTOR shall prepare a cost calculation for any such additional costs or payments and submit it to the City Representative prior to approval of any change order.

10. ENTIRE CONTRACT

The Contract constitutes the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior Contracts, proposals, offers,

counteroffers, and understandings of the parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this Contract.

11. WAIVER

Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Contract shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party. No waiver shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

12. DISPUTES

12.a Any lawsuit concerning the performance of this Contract shall be filed in the state Courts in El Paso County, Colorado, which shall be the sole and exclusive forum for such litigation.

12.b The CONTRACTOR shall not cease performance of this Contract during the term of the dispute resolution process unless the parties mutually agree in writing that performance may be suspended.

12.c Anything to the contrary herein notwithstanding, in any action, proceeding or dispute resolution process arising from, out of or in connection with this Contract and the transactions contemplated hereby, the prevailing party therein shall recover from the other party hereto the costs, expenses and reasonable attorney's fees incurred by the prevailing party in connection therewith. For the purposes of this Section, the prevailing party shall be determined based on a consideration of which party is the most successful in the dispute/proceeding, taken as a whole. In no event shall any recovery of costs, expenses or attorney's fees from THE CITY occur if such would violate applicable law.

13. AUTHORITY

The person(s) signing this Contract on behalf of the CONTRACTOR represent and warrant that they have the power and authority to contract for, act on behalf of, and bind the CONTRACTOR.

END OF ATTACHMENT NO. 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2024

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

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

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Moody Insurance Agency PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118
INSURED Hammers Construction, Inc. 1411 Woolsey Heights Colorado Springs CO 80915	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Partners Insurance Company INSURER B: Amerisure Insurance Company INSURER C: Amerisure Mutual Insurance Co INSURER D: INSURER E: INSURER F:
	NAIC # 11050 19488 23396

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP2123723	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA2123722	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU2123725	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC2123726	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment			CPP2123723	07/01/2024	07/01/2025	Limit \$400,000 Deductible \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Manitou Springs
606 Manitou Ave

Manitou Springs

CO 80829

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Hammers Construction, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

ADDITIONAL NAMED INSURED:

1000, LLC
 999, LLC
 CNH, LLC
 Hammers Investments, LLC
 Hobby Farm, LLC
 Mack Properties, LLC
 SDH, LLC

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

Form Attached Includes:

Blanket Additional Insured status applies only to the extent provided in form CG 7324 03/23 when required by written contract.
 Blanket Waiver of Subrogation applies only to the extent provided in form CG 2404 12/19 when required by written contract.
 Primary and Non-Contributory status only to the extent provided in form CG 7213 03/23 when required by written contract.

CG 7049 04/17 Form Attached Includes:

Designated Project General Aggregate applies only to the extent provided in form CG 7049 04/17 when required by written contract.

Worker's Compensation:

WC 00 0313 04/84 Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com

REQUEST FOR PROPOSAL (RFP)

Issue of December 9, 2024

A. OWNER: Mineral Springs Foundation c/o City of Manitou Springs 606 Manitou Boulevard Manitou Springs, CO 80829 (719)-499-1642	ENGINEER: GMS, Inc., Consulting Engineers 611 North Weber, Suite 300 Colorado Springs, CO 80903 (719)475-2935 Email: rjsams@gmsengr.com
---	---

B. PROJECT: Navajo Spring Improvements.

C. SUBMITTAL OF PROPOSALS

The proposal is requested to be submitted on or before **2:00 pm, Mountain Time, December 20, 2024**, in accordance with Addendum No. 1. Submittals shall be made by electronic mail to the City of Manitou Springs, Mr. Roy Chaney, Deputy City Administrator, at rchaney@manitouspringsco.gov with a copy to GMS, Inc., Roger J. Sams, P.E. at rjsams@gmsengr.com. The proposal shall include but is not necessarily limited to the following:

1. Identification of the responding entity with mailing (USPS) and electronic mail addresses.
2. Identification of the responsible individual representing the responding entity who is authorized to contract on behalf of the entity.
3. Date certain schedule for performance of major tasks including:
 - a. Submittal of product data and other necessary information fully describing materials and fabrications planned to be included in the final scope of work.
 - b. Delivery of materials accepted through submittal process determined by time duration following receipt of final acceptance of submittals; acceptance of submittals and phased delivery of materials and fabrications is acceptable and anticipated.
 - c. Completion of installation of materials and fabrications.
4. Monetary quotation for the materials, equipment and labor for accomplishing the Scope of Work described in this RFP.
 - a. Payment and performance bonds ARE REQUIRED for this Contract.
 - b. Bid bond or other bid security IS NOT REQUIRED for consideration of a Proposal.
 - c. Complete the Proposal Form at Appendix A with the described items of Work and proposed monetary compensation for each item.
5. Complete description of any exceptions or other terms and conditions upon which the proposal is presented. The Contract terms and conditions of the Owner are attached to this RFP defining the form and the required terms and conditions of the Contract.
 - a. Payment and performance bonds ARE REQUIRED for this Contract in the form specified in Appendix C.

D. SCOPE OF WORK BY CONTRACTOR

1. Prepare for, make application for and procure necessary building permit from the Pikes Peak Regional Building Department (PPRBD) including payment of all necessary permit fees. Plans acceptable to PPRBD for issuance of a permit will be furnished by Owner and Engineer. Refer to proposed construction documents at Appendix D.
2. Furnish all labor, materials and equipment to:
 - a. Remove existing brick pavers at area planned for exterior access to the Navajo Spring facilities. Securely store so as to be available for reinstallation to existing or better condition following installation of the exterior access structure.
 - b. Conduct all necessary unclassified excavation with all preparations including determination of underground utility locations in preparation for installation of exterior access way.
 - c. Accomplish all necessary subgrade preparation, formwork, installation of reinforcing steel and placement of cast-in-place concrete including necessary embedments for secure hatch covering or floor door as specified.
 - d. Complete all compacted backfill and restore all surface improvements to existing conditions.
3. Furnish all labor, materials and equipment to fabricate spring structure cover.
 - a. Provide all necessary temporary ventilation to provide for suitable atmospheric oxygen concentration and remove accumulated and/or accumulating carbon dioxide from the Spring and spring water from the work area during the progress of the Work.
 - b. Procure and fabricate Spring cover from polypropylene materials as specified with the intention of being compliant with specified Colorado Water Quality Control Division criteria for water storage vessels.
 - c. Provide and install all necessary penetrations of the Spring cover for pump discharge piping and ventilation of Spring cistern atmospheric contents.
 - d. Coordinate with Owner and property tenant for temporary relocation of stored materials over Navajo Spring area inside the existing building. Prepare for and remove existing subfloor to the extent necessary to accomplish modification of floor joist to accommodate installation of floor door for access to the spring structure including joist hangers, additional dimensioned wood members as necessary, together with all other necessary fasters and restraints in accordance with the accepted plans, codes and permit documents for the work.
4. Coordinate with electrical contractor retained by the Owner to accomplish new electric service to the Navajo Spring facility. Provide for necessary backboards and other mounting accommodations for new electric service panel, meter socket installation and distribution panel for pumps, lights and ventilation equipment at the Spring installation.
5. Coordinate with Owner for temporary relocation of existing waste sump pump equipment and other piping and electrical gear to provide clearance for placement of aggregate at bottom of existing waste sump to elevation and dimensions specified. Furnish and install specified precast concrete block for mounting of waste sump pump.
6. Revise waste sump pump discharge piping as specified or required to continue discharge to exterior as specified

7. Furnish all labor, materials and equipment to provide for ventilation and forced air equipment as specified including coordination for power supply to exhaust fans and pump equipment.
8. Other items of labor, materials and equipment to provide for a complete, functional facility in accordance with specified requirements.

E. Work by Owner

1. Furnish access to the site in coordination with property owners and tenants for notice of planned work and occupancy for construction facilities.
2. Provide easement for legal access to work site.
3. Furnish services of electrical contractor for construction of new electric service and power facilities for powered equipment within scope of work.

F. Contract Terms and Conditions

1. In accordance with attachments and Appendices to this RFP document. Refer to Appendix B for form of Contract.

APPENDIX A: Proposal Form

PROPOSAL FORM
NAVAJO SPRING IMPROVEMENTS
Mineral Springs Foundation and City of Manitou Springs

Bidder agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums.

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
*BASE BID SCHEDULE			
1. Provide all labor, equipment and materials for mobilization, procure building permit and provide executed contract, bonds, insurance documents and shop submittals for materials and equipment to be installed in the Project	1 LS		
2. Provide all labor, equipment and materials for construction of the exterior access to the Navajo Spring facilities including site preparation, unclassified excavation and compacted backfill, subgrade preparation, reinforced cast-in-place concrete construction together with specified floor door and other embedments and penetrations including access for power conduit and waste sump pump discharge piping together with other miscellaneous items of construction, complete in place.	1 LS		
3. Provide all labor, equipment and materials for fabrication, assembly and installation of the Navajo Spring cistern cover, complete in place with necessary penetrations to accommodate font supply pump discharge, atmospheric vent assembly, gaskets and all other miscellaneous items of construction, complete in place.	1 LS		
4. Provide all labor, equipment and materials for modification of the Navajo Spring waste sump including removal and resetting of existing pump and piping, granular fill material, precast concrete block for pump support, modifications of existing pump discharge piping to facilitate continued pump discharge as exists, complete in place with all miscellaneous items of construction, complete in place with	1 LS		
5. Provide all labor, equipment and materials for necessary demolition, fabrication, assembly and installation of a floor access hatch, complete in place with necessary wood framing, framing supports and joint fasteners, solid blocking, floor hatch security and lifting hardware, gasketing and all other miscellaneous items of construction, complete in place.	1 LS		
TOTAL BASE BID SCHEDULE (Items 1 through 5)			
		Dollars (	)

=====

Date: _____

Business Address: _____

(Seal, if by corporation)

Fed. Tax ID Number: _____

Firm Name: _____

By: _____

Title: _____

Bus. Phone: _____

Telefax: _____

PRODUCT DATA LIST

The Bid submitted for this project is based on using the materials shown supplied by the following manufacturers and manufacturers' representatives.

Product	Manufacturer	Manufacturer's Representative
*		
*		
*		
*		

=====

SUBCONTRACTOR LIST

If awarded this project, the undersigned Bidder proposes to use the services of the following subcontractor(s). (List only those subcontractors with contracts in excess of \$2,000.)

Trade/Work	Name of Subcontractor	Address/Phone Number

CONTRACT

THIS CONTRACT ("Contract") is entered into this ____ day of _____, 2025, by and between the City of Manitou Springs ("City"), whose address is 606 Manitou Boulevard, Manitou Springs, CO 80829, and _____ whose address is _____ ("Contractor"), collectively referred to herein as the "Parties."

RECITALS

- A. The City is a home rule municipality which owns and operates a municipal potable water supply and distribution system to which it desires to make specified improvements, hereinafter referred to as the, " Project."
- B. The City wishes to procure the necessary equipment, labor and materials required for the implementation of the Project.
- C. The City has requested proposals for the equipment, labor and materials required for the Project.
- D. Contractor provided a proposal that was accepted by the City to supply necessary equipment, labor and materials as identified herein.
- E. The City will furnish certain components or accommodations of the Project, which will be utilized by the Contractor to implement the Project.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Agreement. The Contractor shall provide the necessary equipment, labor and materials for the construction of the Project as set forth in **Attachment 1** to this Contract.
2. Contract Amount. Contract amount to be paid by the City for the Project shall not exceed \$_____ as established by Attachment 1. The payments to the Contractor shall be paid as follows:
 - a. The monetary amount of this contract will be due and payable upon completion of all services. Applications for partial payment during the period of construction will be considered by the City on no less than 30-day intervals. Payment can be made by the City to the Contractor within 25 days of receipt of an acceptable application for payment.
3. Complete Project. Contractor shall complete the work by March 31, 2025, or as otherwise established in the Notice to Proceed.
4. Contractor Adherence to Standards. The Project to be accomplished by Contractor shall be high quality in compliance with recognized and established industry standards and further provided in **Attachment 1**.
5. Warranty. Contractor warrants to the City that, at the time of delivery to City, the Project

will be fit for the purpose intended generally and as specified herein by the City, merchantable, and free from all liens and defects.

6. Waiver of Mechanic's Lien. Contractor covenants and agrees that, upon payment by the City as required by this Contract, Contractor shall not in any manner claim or file a mechanic's or other lien against any part thereof of the City property or for any work or labor heretofore or hereafter performed or furnished by Contractor in connection with the provision of the Project to the City. The Contractor shall provide a Payment Bond, in the form specified by the Owner, in an amount no less than fifty-percent of the contract monetary amount to secure payment of all unpaid mechanics' and materialmen's costs incurred in performance of the Work. Contractor releases and waives any and every lien claim whatsoever that Contractor may have against the City property or the Project pursuant to performance of this Contract. Upon such payment, Contractor shall execute any further waiver of mechanic's and materialmen's liens as required by the City. Upon delivery of the Project, Contractor shall also deliver to the City mechanic's and materialmen's lien waivers for all of Contractor's subcontractors and materialmen related to the Project.
7. Performance Bond. A Performance Bond in penal sum equal to the amount of the Contract monetary amount shall be provided by the Contractor for the Owner's benefit conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract. The Performance Bond shall be in the form specified by the Owner.
7. Indemnity. The Contractor will indemnify, hold harmless, and defend the City, and the consultants, officers, agents, and employees of the City from and against any and all claims, damages, losses, and expense, including reasonable attorney's fees, arising out of or resulting from the non-performance of the Contract by Contractor. This indemnity shall not include such claims, damages, losses, and expenses that are caused as a result of any negligent or intentional wrongful act or omission of the City.
8. Breach. In the event of a breach of any provision of this Contract, the City may use any and all remedies available under Colorado law subject to such cure period as set forth in Paragraph 5.
9. Attorney's Fees. In the event of any dispute between the parties concerning this Contract or in the event of any action to enforce this Contract or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.
10. Authority. All parties to this Contract represent that they have the full power and authority to enter into and perform this Contract.
11. Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to its subject matter and constitutes, merges, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
12. Amendment. This Contract may be amended only by a written instrument signed by the parties.

13. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules.
14. Severability. Unenforceability of any provision contained in this Contract shall not affect or impair the validity of any other provision of this Contract, so long as the primary purpose(s) of this Contract are effectuated by the remaining terms.
15. Counterparts. This Contract may be signed in counterparts.
16. Other Terms and Conditions. Other terms and conditions applicable to this Contract are set forth in **Attachment 2** to this Contract.
17. Attachments. All attachments referenced in this Contract are made part of this Contract by reference herein.

THIS AGREEMENT is entered into on the date and year set forth above.

City of Manitou Springs

Printed Name: _____

CONTRACTOR:

Signature

Printed Name

Title

ATTACHMENT 1

City of Manitou Springs (City)

- A. City of Manitou Springs Notice of Award issued _____; one (1) page; Notice to Proceed issued _____ one (1) page; executed/authorized by the City.
- B. Request for Proposal for: Navajo Spring Improvements.
- C. Contractor Proposal dated _____ with supporting electronic mail correspondence of _____ pages.
- D. Drawing Sheet(s) .

ATTACHMENT 2

CITY OF MANITOU SPRINGS ("THE CITY")

ADDITIONAL TERMS AND CONDITIONS

1. CONTRACTOR'S RESPONSIBILITIES

- 1.a The scope of services to be performed by the CONTRACTOR ("Services") is set forth in Attachment 1.
- 1.b All issues or questions of the CONTRACTOR about this Contract or the work being performed hereunder arising during the term of this Contract shall be addressed to the designated City Representative. Unless otherwise stated, in writing, the designated City Representative for the work is the City Administrator. **No person other than the City Representative shall have the power to bind the City with respect to any matter related to this Contract, or the work.**
- 1.c CONTRACTOR's performance shall be completed no later than the date established in the Notice to Proceed, unless the time of performance is extended by the written Contract of the parties. CONTRACTOR shall promptly, diligently and expeditiously perform the Services.
- 1.d The CONTRACTOR shall be solely responsible for compensation of third parties, including employees, subcontractors, consultants and suppliers, which are retained by the CONTRACTOR related to this Contract. Such third parties shall not be considered third-party beneficiaries to this Contract. Prior to any interim and final payment(s) of compensation under this Contract, the CONTRACTOR shall provide certification and evidence satisfactory to the City that all compensation owed to such third parties has been paid in full.
- 1.e The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of substantial completion. The CONTRACTOR shall promptly make such corrections as may be necessary by reason of defects in materials and workmanship including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period

2. INDEPENDENT CONTRACTOR

CONTRACTOR acknowledges that it/he/she is an independent contractor under the Colorado Worker's Compensation Act and claims to have such insurance or to be exempt from Worker's Compensation Insurance coverage because it/he/she owns the assets of its/his/her own business, manages and controls such business services, has ultimate responsibility for its/his/her business decisions and is subject to any profit or loss from such business. CONTRACTOR understands and acknowledges that it/he/she, and all employees, agents, and subcontractors, are not entitled to worker's compensation benefits

from the City and that if it/he/she/they are injured while performing contractual work for the City, it/he/she/they will not be covered for such injury under the City's Worker's Compensation, or any other the City's insurance policy. CONTRACTOR will execute any independent contractor insurance status or other forms electing to be exempt from such coverage's as are requested by the City.

3. INSURANCE

- 3.a** During the entire term of this Contract, the CONTRACTOR shall maintain, at its own expense, insurance through companies reasonably approved by the City in at least the following minimum amounts and classifications:

Limits of Liability

Workers' Compensation:

Employer's Liability - Not less than that required by statute

Limits of Liability

Comprehensive General Liability (including blanket contractual liability insurance):

Bodily Injury	\$ 500,000 each person \$ 1,000,000 each occurrence
Property damage	\$ 1,000,000

Comprehensive Automobile Liability:

Bodily Injury	\$ 500,000 each person \$ 1,000,000 each occurrence
Property damage	\$ 1,000,000

- 3.b** The CONTRACTOR shall furnish certificates of such insurance prior to performance of this Contract. The City shall be named as an additional insured on all policies of liability insurance. The City shall have the right to require higher limits of liability in its reasonable discretion.

4. OWNERSHIP

All data, plans, reports, notes, information and documents ("Information") provided to or prepared by the CONTRACTOR in performance of this Contract shall be and become the property of the City upon payment for the Services rendered by the CONTRACTOR, and shall be delivered to the City Representative.

5. COMPLIANCE WITH LAWS

- 5.a** At all times during the performance of this Contract, the CONTRACTOR shall strictly observe, comply with, and conform to all applicable federal, state and local laws, constitutions, ordinances, rules, regulations, governmental requirements, and executive and other orders that have been or may hereafter be established.

- 5.b** If this Contract is for a public work (as defined in C.R.S. 24-16-103(6) or other applicable statute, rule or regulation) financed in whole or in part by funds of the State of Colorado, or the City, then Colorado labor shall be preferred and shall be employed by CONTRACTOR and those under CONTRACTOR as and in the manner required by C.R.S. 8-17-101 *et seq.*

6. NON-DISCRIMINATION

The CONTRACTOR shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable, because of race, color, sex, marital status, age, religion, disability, national origin, military service, veteran status or any other basis prohibited by law. The CONTRACTOR agrees to comply with all applicable state and federal statutes and regulations concerning non-discrimination.

7. RIGHTS OF THIRD PARTIES

This Contract does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this Contract, or to claim any damages or to bring any legal action or other proceeding against the City or CONTRACTOR for any breach or other failure to perform this Contract. Nothing in this Contract is intended to name a person or group of persons as third-party beneficiaries. The parties hereby expressly deny and disclaim any desire or intent to create any third party beneficiaries and agree that the benefits hereunder are intended for the general public welfare.

8. ASSIGNMENT/SUBCONTRACTORS

The CONTRACTOR shall not assign its interest in this Contract or subcontract any of the work to be performed under this Contract without the written consent of the City.

9. CHANGES OR MODIFICATIONS

- 9.a** This Contract may not be amended, modified, extended, revised or otherwise altered, nor may any party hereto be relieved of any of its liabilities or obligations hereunder, except by a written instrument duly executed by both parties. Any written instrument entered into in accordance with the provisions of the preceding sentence shall be valid and enforceable notwithstanding the lack of separate legal consideration therefore.
- 9.b** No change order or other form of order or directive by the City, or any other matter, resulting in an increase to the contract price, or the total of all payments under this Contract exceeding that contract price, shall be executed or effective unless the increase is approved by the City Representative, unless the additional funds have been appropriated or otherwise made available, and unless the CONTRACTOR is given written assurance by the City that the additional funds have been so appropriated or otherwise made available. The CONTRACTOR shall prepare a cost calculation for any such additional costs or payments and submit it to the City Representative prior to approval of any change order.

10. ENTIRE CONTRACT

The Contract constitutes the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior Contracts, proposals, offers,

counteroffers, and understandings of the parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this Contract.

11. WAIVER

Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Contract shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party. No waiver shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

12. DISPUTES

12.a Any lawsuit concerning the performance of this Contract shall be filed in the state Courts in El Paso County, Colorado, which shall be the sole and exclusive forum for such litigation.

12.b The CONTRACTOR shall not cease performance of this Contract during the term of the dispute resolution process unless the parties mutually agree in writing that performance may be suspended.

12.c Anything to the contrary herein notwithstanding, in any action, proceeding or dispute resolution process arising from, out of or in connection with this Contract and the transactions contemplated hereby, the prevailing party therein shall recover from the other party hereto the costs, expenses and reasonable attorney's fees incurred by the prevailing party in connection therewith. For the purposes of this Section, the prevailing party shall be determined based on a consideration of which party is the most successful in the dispute/proceeding, taken as a whole. In no event shall any recovery of costs, expenses or attorney's fees from THE CITY occur if such would violate applicable law.

13. AUTHORITY

The person(s) signing this Contract on behalf of the CONTRACTOR represent and warrant that they have the power and authority to contract for, act on behalf of, and bind the CONTRACTOR.

END OF ATTACHMENT NO. 2

APPENDIX C: Performance and Payment Bond Forms

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(corporation, partnership or individual)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ DOLLARS (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the two-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
(number)
shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____ (Principal) Secretary (SEAL)	By: _____ Principal
_____ (Witness as to Principal)	_____ (Address)
_____ (Address)	_____

ATTEST:

_____ (Surety) Secretary (SEAL)	_____ (Surety)
_____ Witness as to Surety	By: _____ Attorney-in-Fact
_____ (Address)	_____ (Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(corporation, partnership or individual)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ DOLLARS (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____
20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
(number)
shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	Principal
(Principal) Secretary	By: _____
(SEAL)	_____
_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	_____
_____	_____

ATTEST:

_____	_____
(Surety) Secretary	(Surety)
(SEAL)	By: _____
_____	_____
Witness as to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

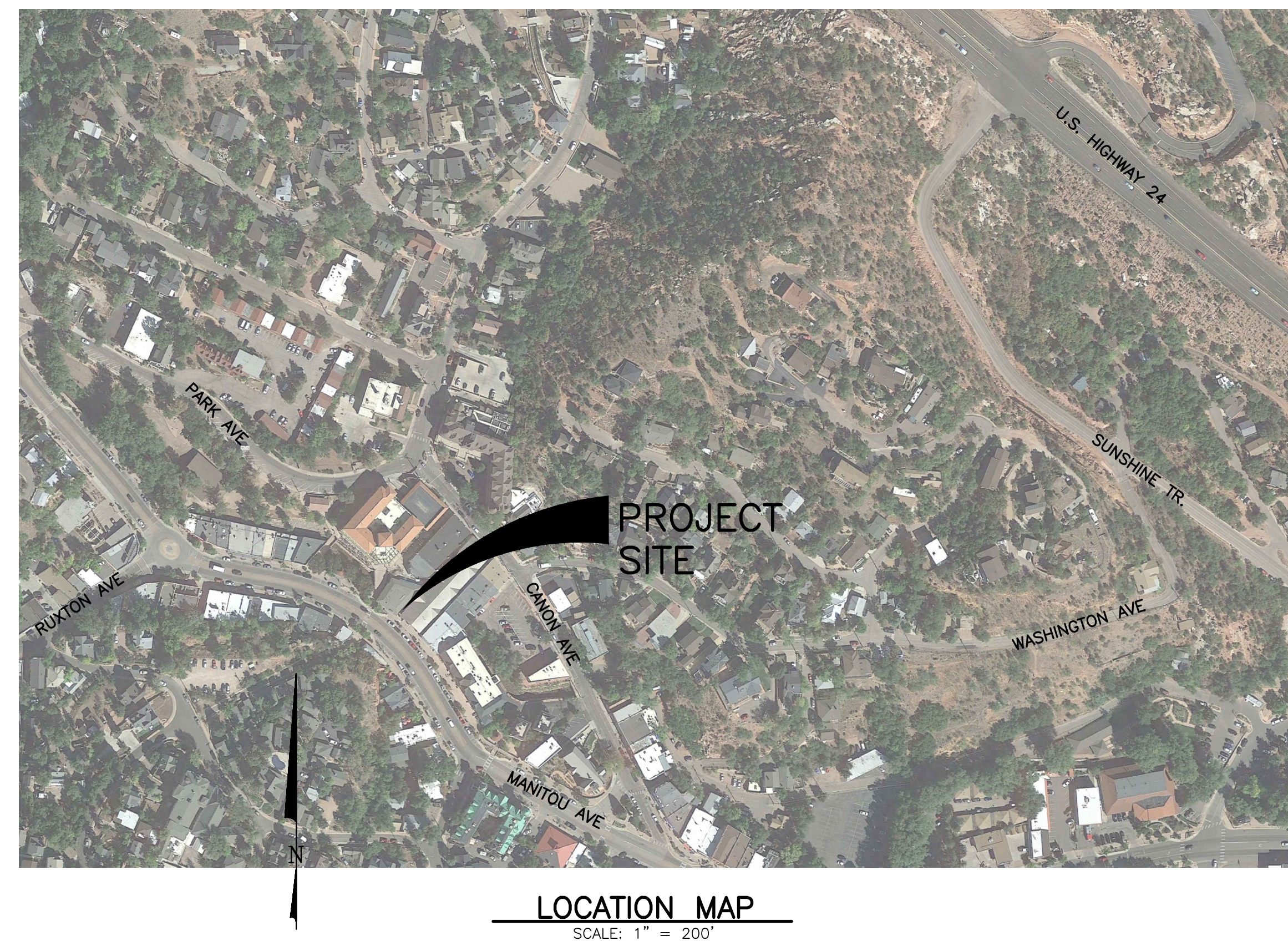
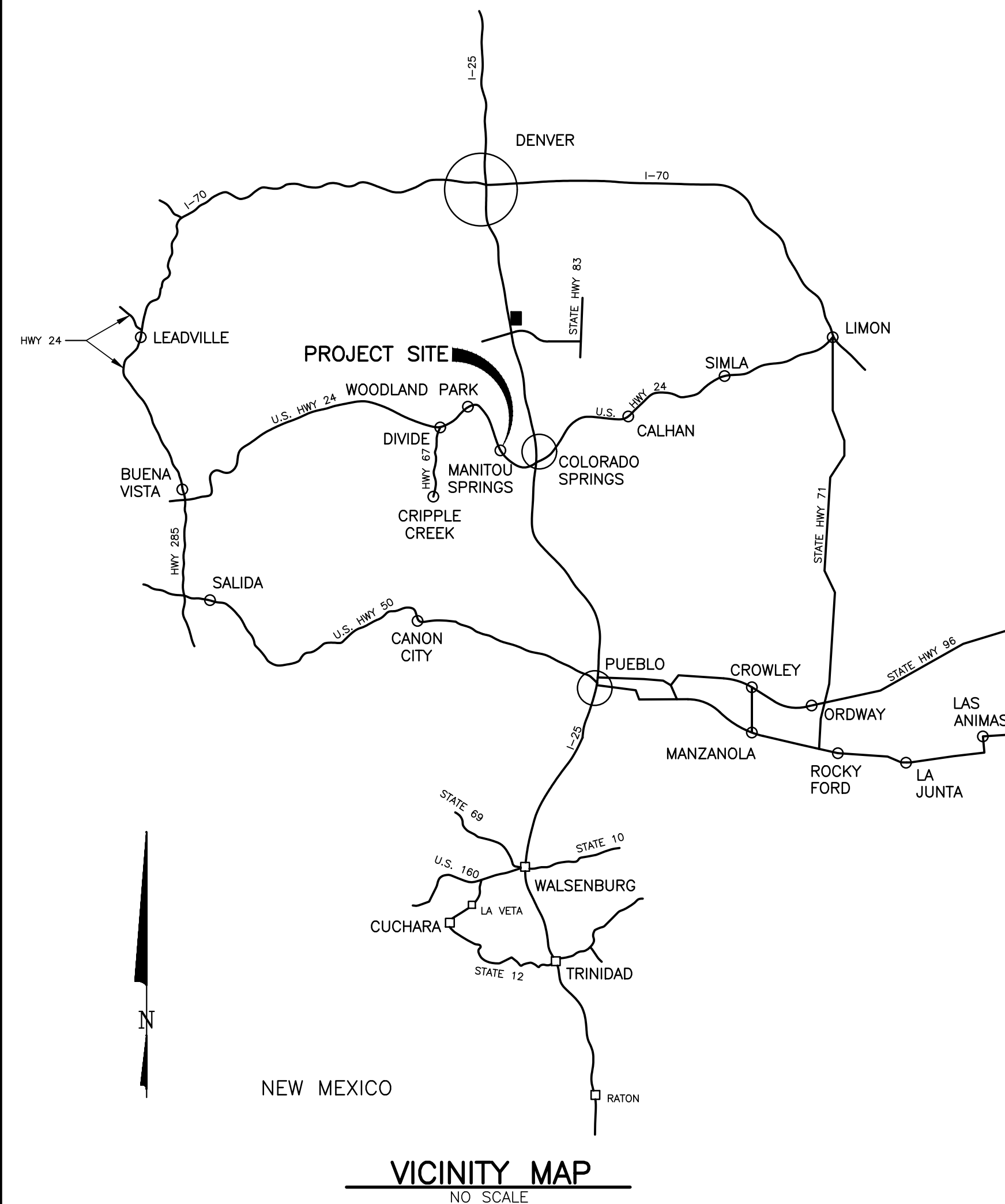
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

APPENDIX D: Construction Documents

FOR THE
MINERAL SPRINGS FOUNDATION

JANUARY 2024

RE: PWSID C00221516; SDWIS ID: 003



DRAWING INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	TITLE SHEET, VICINITY MAPS, DRAWING INDEX AND APPROVAL
2	SITE PLAN
3	DETAILED CISTERN PLAN AND NOTES
4	CISTERN SECTIONS AND DETAILS
5	SITE PLAN

PIKES PEAK REGIONAL BUILDING CODE INFORMATION

1. THESE PLANS HAVE BEEN PREPARED AND DRAWN TO MEET THE REQUIREMENTS OF THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE, THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE, THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE, THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE, THE 2021 INTERNATIONAL FUEL GAS CODE, THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AND THE 2023 PPRBD BUILDING CODE.
2. NAVAJO SPRING CISTERN AND PUMPING EQUIPMENT

ADDRESS: 928 MANITOU AVENUE, MANITOU SPRINGS, COLORADO 80829

STRUCTURE FLOOR AREA: SPRINGS CISTERN AREA = APPROX. 35 SQ. FT.
3. STRUCTURAL DESIGN NOTES:
 - a. SEE SHEET 3 OF 3 FOR ALL STRUCTURAL GENERAL DESIGN NOTES
4. THE NAVAJO SPRING CISTERN IS NOT ACCESSIBLE BY THE GENERAL PUBLIC. ACCESS IS CONTROLLED BY THE OPERATIONS PERSONNEL THROUGH LOCK FLOOR DOORS AND RESTRICTED BUILDING INTERIOR ACCESS BY LOCKED DOORS.
5. THE FOLLOWING BUILDING IS AN UNMANNED STRUCTURE. ACCESS TO THIS BUILDING IS LIMITED TO OPERATION AND MAINTENANCE PERSONNEL ONLY.

[illegible]

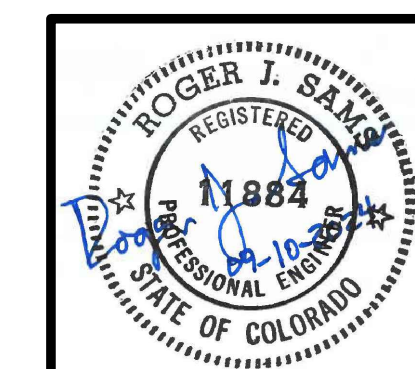
FACILITY ADDRESS:
928 MANITOU AVENUE
MANITOU SPRINGS, CO. 80829

EL PASO COUNTY ASSESSOR'S
SCHEDULE NO.: 74053-43-018

LEGAL DESCRIPTION:
PART OF LOT 37 BLK A MANITOU SPGS AS FOLS,
BEG AT SE COR OF TR DES IN BK 2004-702, TH
N 32°28' E 36.67 FT TO C/L OF FOUNTAIN CRK,
TH COIN WITH C/L S 73°38' E 58.21 FT, TH S
40°33' W 55.74 FT TO NELLY LN MANITOU AVE, TH
NWLY ON R/W LN 48.10 FT TO POB

GMS, INC.
611 NORTH WEBER STREET, SUITE 300
COLORADO SPRINGS, COLORADO 80903

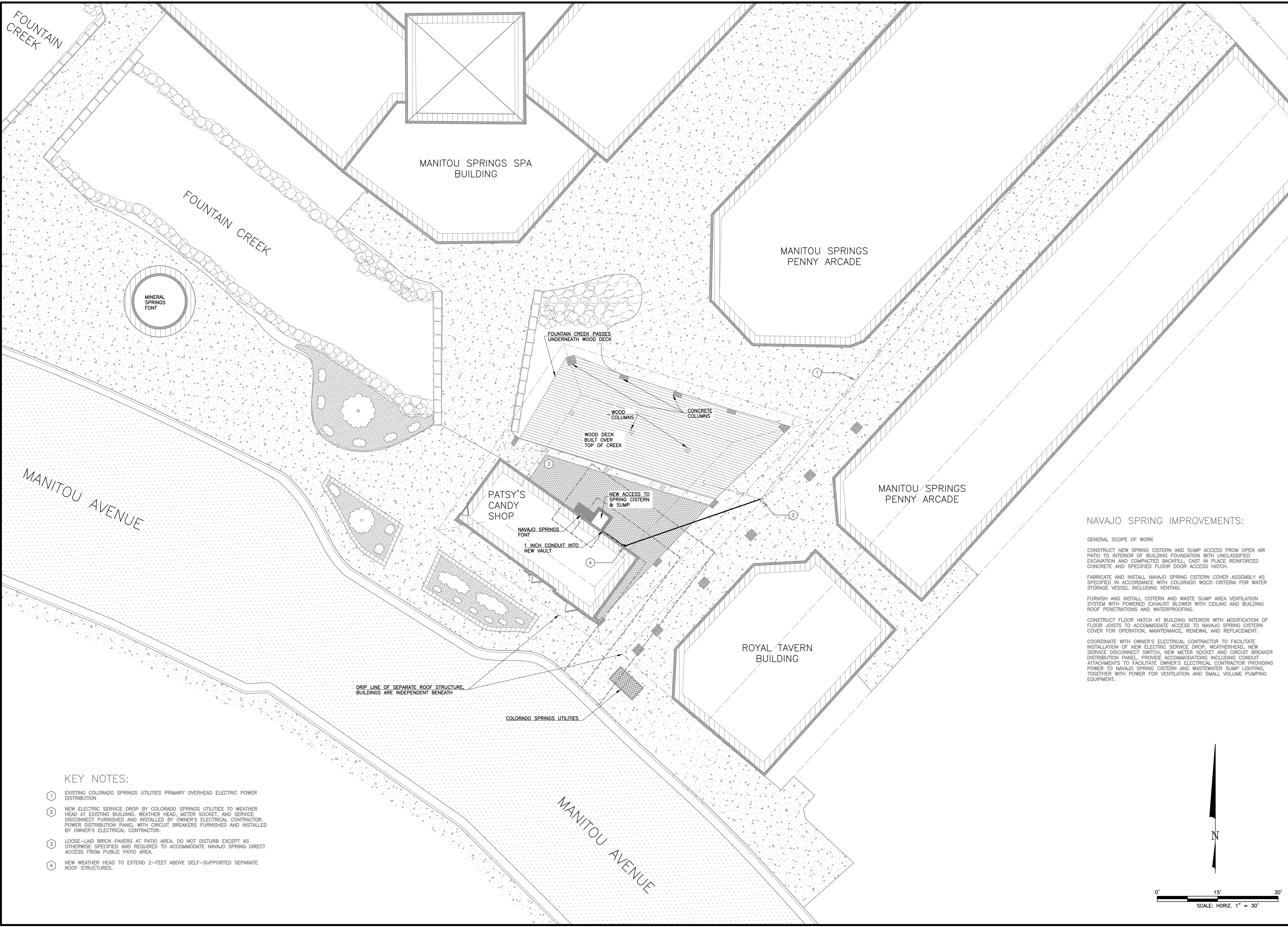
© 2024 GMS, INC.



GMS-FILE 3787
PLOT STYLE FILE: 1050C.CTB
FILENAME: G:\MANITOU\SPRINGS\2023-069\700\001\2023-069001.DWG

SHEET
1
OF
5

G:\Manitou Springs\2025\0897\000\20250802\0897_Overall_Site_Plan_12172024_4.47.17 PM.dwg, Overall_Site_Plan_12172024_4.47.17 PM, ac, AutoCAD PDF (General Documentation) pcd, 1:1



SCALE VERIFICATION

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

THIS DRAWING IS THE PROPERTY OF GMS, INC., AND IS NOT TO BE RE-PRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT OR LOCATION OF THIS PROJECT WITHOUT THE AGREEMENT WITH THIS COMPANY.

© 2024 GMS, INC.

REVISIONS	
NO.	DESCRIPTION

OVERALL SITE PLAN

NAVAJO SPRING IMPROVEMENTS

MANITOU SPRINGS, COLORADO

NAVAJO SPRING IMPROVEMENTS

GMS, INC.

CONSULTING ENGINEERS

611 N. WEBER, SUITE 300

COLORADO SPRINGS, COLORADO 80903

DRAWN	DESIGNED	CHECKED	DATE	PROJECT NO.	GMS FILE NO.
AJW	RJS	RJS	JANUARY 2024	2023-069-700	3804

DWG NO.

3804

SHEET

2

OF

5

KEY NOTES:

- EXISTING COLORADO SPRINGS UTILITIES PRIMARY OVERHEAD ELECTRIC POWER DISTRIBUTION
- NEW ELECTRIC SERVICE DROP BY COLORADO SPRINGS UTILITIES TO WEATHER HEAD AT EXISTING BUILDING. WEATHER HEAD, METER SOCKET, AND SERVICE DISCONNECT FURNISHED AND INSTALLED BY OWNER'S ELECTRICAL CONTRACTOR. POWER DISTRIBUTION PANEL WITH CIRCUIT BREAKERS FURNISHED AND INSTALLED BY OWNER'S ELECTRICAL CONTRACTOR.
- LOOSE-LAID BRICK PAVERS AT PATIO AREA. DO NOT DISTURB EXCEPT AS OTHERWISE SPECIFIED AND REQUIRED TO ACCOMMODATE NAVAJO SPRING DIRECT ACCESS FROM PUBLIC PATIO AREA.
- NEW WEATHER HEAD TO EXTEND 2- FEET ABOVE SELF-SUPPORTED SEPARATE ROOF STRUCTURES.

NAVAJO SPRING IMPROVEMENTS:

GENERAL SCOPE OF WORK

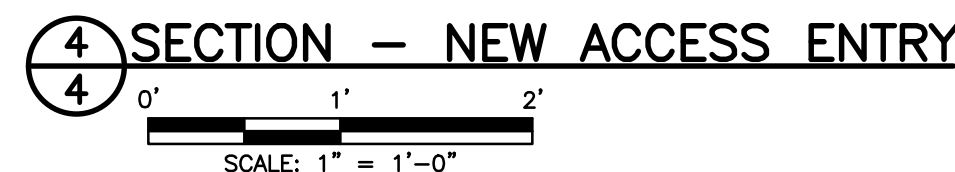
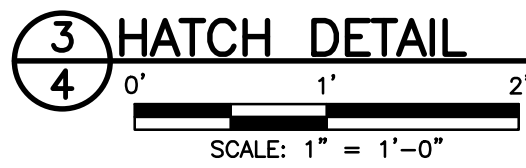
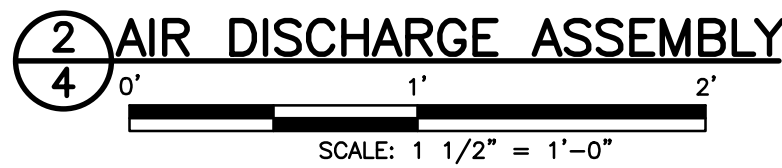
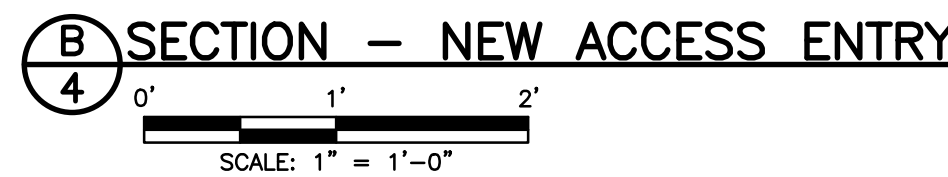
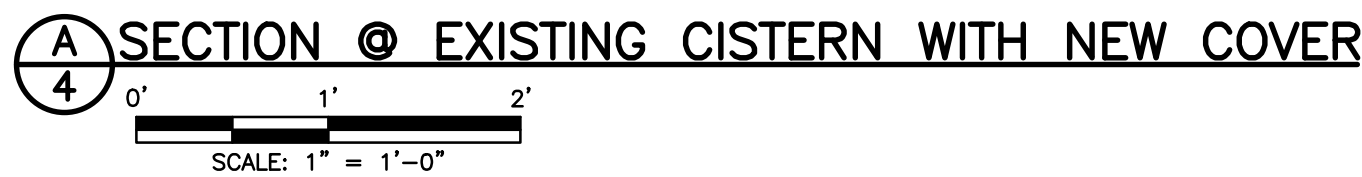
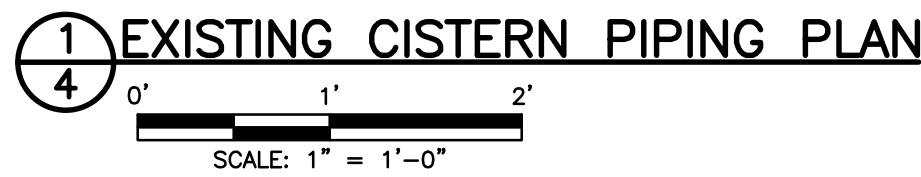
CONSTRUCT NEW SPRING CISTERN AND SUMP ACCESS FROM OPEN AIR PATIO TO INTERIOR OF BUILDING FOUNDATION WITH UNCLASSIFIED EXCAVATION AND COMPACTED BACKFILL, CAST IN PLACE REINFORCED CONCRETE AND SPECIFIED FLOOR DOOR ACCESS HATCH.

FABRICATE AND INSTALL NAVAJO SPRING CISTERN COVER ASSEMBLY AS SPECIFIED IN ACCORDANCE WITH COLORADO WQCD CRITERIA FOR WATER STORAGE VESSEL INCLUDING VENTING.

FURNISH AND INSTALL CISTERN AND WASTE SUMP AREA VENTILATION SYSTEM WITH POWERED EXHAUST BLOWER WITH CEILING AND BUILDING ROOF PENETRATIONS AND WATERPROOFING.

CONSTRUCT FLOOR HATCH AT BUILDING INTERIOR WITH MODIFICATION OF FLOOR JOISTS TO ACCOMMODATE ACCESS TO NAVAJO SPRING CISTERN COVER FOR OPERATION, MAINTENANCE, RENEWAL AND REPLACEMENT.

COORDINATE WITH OWNER'S ELECTRICAL CONTRACTOR TO FACILITATE INSTALLATION OF NEW ELECTRIC SERVICE DROP, WEATHERHEAD, NEW SERVICE DISCONNECT SWITCH, NEW METER SOCKET AND CIRCUIT BREAKER DISTRIBUTION PANEL. PROVIDE ACCOMMODATIONS INCLUDING CONDUIT ATTACHMENTS TO FACILITATE OWNER'S ELECTRICAL CONTRACTOR PROVIDING POWER TO NAVAJO SPRING CISTERN AND WASTEWATER SUMP LIGHTING, TOGETHER WITH POWER FOR VENTILATION AND SMALL VOLUME PUMPING EQUIPMENT.



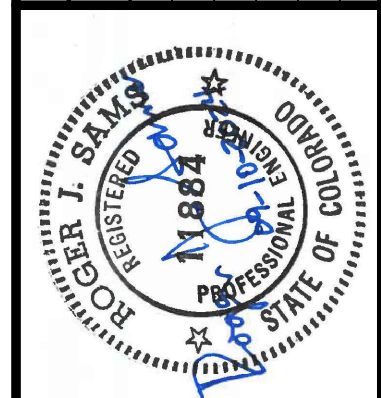
- NOTES:
1. PROVIDE SIMPSON HUS JOIST HANGERS, STAINLESS STEEL OR ZMAX COATING WITH TNMEC SERIES 107B POLYURETHANE COATING.
 2. CUT AND TRIM EXISTING PLYWOOD TO 25'-1/2"x33'-1/2". EXISTING PLYWOOD IS ADHERED TO EXISTING JOISTS.
 3. FURNISH AND INSTALL 25'-1/4"x33'-1/4" FLOOR HATCH WITH 3/4" MDO PLYWOOD, SURFACED BOTH SIDES.
 4. FURNISH AND INSTALL TWO 3" DIAMETER STAINLESS STEEL LOCKING CAM LATCH, SKU #260-1104 (DESIGN BASIS - BOAT OUTFITTERS)

SCALE VERIFICATION
BAR IS ONE INCH
ON ORIGINAL DRAWING
[REDACTED]
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

THIS DRAWING IS THE
PROPERTY OF GMS, INC., AND
IS NOT TO BE RE-PRODUCED,
MODIFIED OR USED FOR ANY
OTHER PROJECT OR EXTENSION
OF THIS PROJECT EXCEPT BY
AGREEMENT WITH THIS
COMPANY.

© 2024 GMS, INC.

REVISIONS		
NO.	DATE	DESCRIPTION
1	11/13/2023	ISSUED FOR WOOD REVIEW PER SAN. SURVEY
2	05/17/2024	REVISED SUMP AND VENTILATION SYSTEM
3	09/11/2024	SUBMIT TO WOOD



CISTERN SECTIONS AND DETAILS

NAVAJO SPRING IMPROVEMENTS

MANITOU SPRINGS, COLORADO

GMS, INC.
CONSULTING ENGINEERS
611 N. WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903

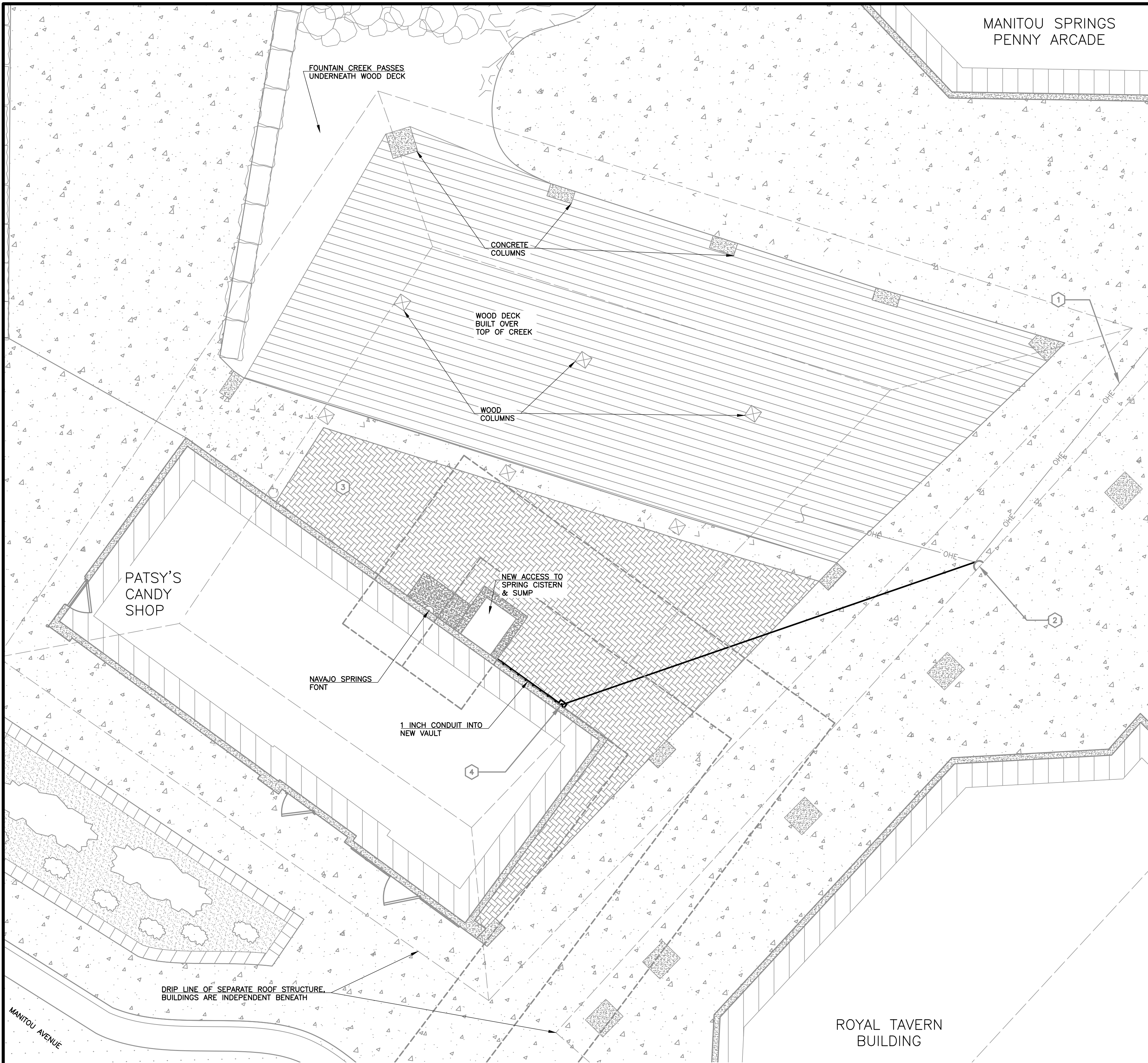
DRAWN		SKC	
DESIGNED		RJS	
CHECKED		RJS	
DATE		JANUARY 2024	
PROJECT NO.		2023-069,700	
GWS FILE NO.		3804	

DWG NO.

3804

SHEET	OF
4	5

G:\Manitou Springs\2025\0897\0005052023-089705.dwg Site Plan 12/17/2024 4:47:32 PM s.c. AutoCAD PLOT (General Documentation) p03, 1:1



KEY NOTES:

- EXISTING COLORADO SPRINGS UTILITIES PRIMARY OVERHEAD ELECTRIC POWER DISTRIBUTION
- NEW ELECTRIC SERVICE DROP BY COLORADO SPRINGS UTILITIES TO WEATHER HEAD AT EXISTING BUILDING, WEATHER HEAD, METER SOCKET, AND SERVICE DISCONNECT FURNISHED AND INSTALLED BY OWNER'S ELECTRICAL CONTRACTOR. POWER DISTRIBUTION PANEL WITH CIRCUIT BREAKERS FURNISHED AND INSTALLED BY OWNER'S ELECTRICAL CONTRACTOR.
- LOOSE-LAID BRICK PAVERS AT PATIO AREA. DO NOT DISTURB EXCEPT AS OTHERWISE SPECIFIED AND REQUIRED TO ACCOMMODATE NAVAJO SPRING DIRECT ACCESS FROM PUBLIC PATIO AREA.
- NEW WEATHER HEAD TO EXTEND 2-FEET ABOVE SELF-SUPPORTED SEPARATE ROOF STRUCTURES.

NAVAJO SPRING IMPROVEMENTS:

GENERAL SCOPE OF WORK

CONSTRUCT NEW SPRING CISTERN AND SUMP ACCESS FROM OPEN AIR PATIO TO INTERIOR OF BUILDING FOUNDATION WITH UNCLASSIFIED EXCAVATION AND COMPACTED BACKFILL, CAST IN PLACE REINFORCED CONCRETE AND SPECIFIED FLOOR DOOR ACCESS HATCH.

FABRICATE AND INSTALL NAVAJO SPRING CISTERN COVER ASSEMBLY AS SPECIFIED IN ACCORDANCE WITH COLORADO WQCD CRITERIA FOR WATER STORAGE VESSEL INCLUDING VENTING.

FURNISH AND INSTALL CISTERN AND WASTE SUMP AREA VENTILATION SYSTEM WITH POWERED EXHAUST BLOWER WITH CEILING AND BUILDING ROOF PENETRATIONS AND WATERPROOFING.

CONSTRUCT FLOOR HATCH AT BUILDING INTERIOR WITH MODIFICATION OF FLOOR JOISTS TO ACCOMMODATE ACCESS TO NAVAJO SPRING CISTERN COVER FOR OPERATION, MAINTENANCE, RENEWAL AND REPLACEMENT.

COORDINATE WITH OWNER'S ELECTRICAL CONTRACTOR TO FACILITATE INSTALLATION OF NEW ELECTRIC SERVICE DROP, WEATHERHEAD, NEW SERVICE DISCONNECT SWITCH, NEW METER SOCKET AND CIRCUIT BREAKER DISTRIBUTION PANEL. PROVIDE ACCOMMODATIONS INCLUDING CONDUIT ATTACHMENTS TO FACILITATE OWNER'S ELECTRICAL CONTRACTOR PROVIDING POWER TO NAVAJO SPRING CISTERN AND WASTEWATER SUMP LIGHTING, TOGETHER WITH POWER FOR VENTILATION AND SMALL VOLUME PUMPING EQUIPMENT.

MANITOU SPRINGS
PENNY ARCADE

FOUNTAIN CREEK PASSES
UNDERNEATH WOOD DECK

CONCRETE
COLUMNS

WOOD DECK
BUILT OVER
TOP OF CREEK

WOOD
COLUMNS

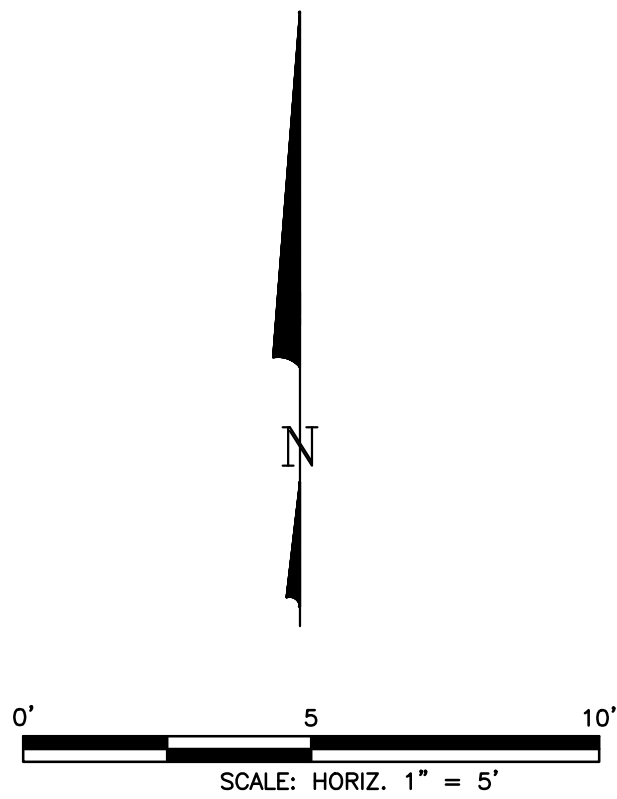
PATSY'S
CANDY
SHOP

NAVAJO SPRINGS
FONT

1 INCH CONDUIT INTO
NEW VAULT

DRIP LINE OF SEPARATE ROOF STRUCTURE.
BUILDINGS ARE INDEPENDENT BENEATH

ROYAL TAVERN
BUILDING



SCALE VERIFICATION	
BAR IS ONE INCH ON ORIGINAL DRAWING	
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY	
THIS DRAWING IS THE PROPERTY OF GMS, INC., AND IS NOT TO BE RE-PRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THIS PROJECT. BY AGREEMENT WITH THIS COMPANY.	
© 2024 GMS, INC.	
REVISIONS	
NO.	DESCRIPTION

SITE PLAN
NAVAJO SPRING IMPROVEMENTS
MANITOU SPRINGS, COLORADO
NAVAJO SPRING IMPROVEMENTS

GMS, INC.
CONSULTING ENGINEERS
611 N. WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903

DRAWN	AWJ	DESIGNED	RJS	CHECKED	RJS	DATE	JANUARY 2024	PROJECT NO.	2023-069.700	GMS FILE NO.	3804
DWG NO. 3804										SHEET 5 OF 5	



Memorandum

Title: Nomination and Election of a Mayor Pro Tem and Alternate/Back-up Mayor Pro Tem

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

January 7, 2025

Purpose:

Selection/nomination and appointment of a Mayor Pro Tem and an Alternate/Back-up Mayor Pro Tem.

Background:

Pursuant to City Charter 2.08.010, Council members elected at general municipal elections shall take office at the first regularly scheduled council meeting in January following their election. At that first meeting, a Mayor Pro Tem and a council member third in line (backup Mayor Pro Tem) shall be elected and shall serve at the pleasure of the council.

At the January 2, 2024 meeting, City Council elected Councilor Fortuin to serve as the Mayor Pro Tem and Councilor Johnson to serve as the backup Mayor Pro Tem. However, Mayor Pro Tem Fortuin has requested to step down from her role but is willing to serve as the backup. Consequently, she recommended that Councilor Johnson and she trade places. Councilor Johnson is willing to serve as Mayor Pro Tem and the Mayor supports this recommendation.

A majority vote of the entire council shall be required for the election of the above-named officers. In the event there are more than two candidates for an office and no individual receives such a majority vote, the candidate receiving the least number of votes on each nomination shall withdraw until one candidate receives such a majority vote.

Pros and Cons:

N/A

Fiscal Impact:

None



Workload Impact:

None

Recommended Action:

Elect ____ as Mayor Pro Tem to serve at the pleasure of the Council.

Elect ____ as backup/alternate Mayor Pro Tem to serve at the pleasure of the Council.



Memorandum

Title: Consideration of Resolution No. 0125, A Resolution Establishing the Locations for the Posting of Notices for the City of Manitou Springs, Colorado

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

January 7, 2025

Purpose:

To state the City's official posting location for Open Meetings purposes.

Background:

Per C.R.S. 24-6-402(2)(c) The Open Meetings Act, municipalities are required to adopt a resolution at the first meeting of every year stating the posting location for its public meetings. The Act further requires that the official location be on the government's website and allows additional locations if desired. This resolution remains as it has been in the past, designating the website and City Hall as the official locations.

Pros and Cons:

Pro: By adopting the resolution, the City maintains compliance with Open Meeting Laws and provides transparency to its citizens.

Con: There are no "cons" to adopting this resolution. Failing to adopt this resolution would be a violation of law.

Fiscal Impact:

None

Workload Impact:

Minimal

Recommended Action:

Move to adopt Resolution No. 0125, a resolution establishing the locations for the posting of notices for the City of Manitou Springs, Colorado.

RESOLUTION

**A RESOLUTION ESTABLISHING THE LOCATIONS FOR THE POSTING OF
NOTICES FOR THE CITY OF MANITOU SPRINGS, COLORADO**

WHEREAS, Colorado Revised Statutes Section 24-6-401 declares that it is the policy of the State of Colorado that the formation of public policy is public business and may not be conducted in secret; and

WHEREAS, the meetings of the City Council and its appointed bodies within the meaning of CRS 24-6-402(2)(c) are open to the public; and

WHEREAS, CRS Section 24-6-402(2)(c) requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs shall be held only after full and timely notice to the public has been provided; and

WHEREAS, CRS Section 24-6-402(2)(c) requires that the posted notice include specific agenda information where possible; and

WHEREAS, CRS Section 24-6-401(2)(c) requires that the public place for posting such notice shall be designated annually at the first regular meeting of each calendar year of the City Council; and

WHEREAS, The City Council desires to ensure that all local public body meetings comply with the provisions of the laws of the State of Colorado; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MANITOU SPRINGS, COLORADO, THAT:**

SECTION 1: The city website, www.manitouspringsgov.com, is to be the official posting place for all meeting notices.

SECTION 2: The bulletin board at Manitou Springs City Hall, 606 Manitou Avenue, Manitou Springs, Colorado, in the window adjacent to the front door, shall be used in addition. This requirement is excused in the event of an emergency.

SECTION 3: This Resolution shall take effect immediately upon approval and adoption by City Council.

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado on this 7th day of January 2025, and effective immediately.

Mayor and Council:

By: _____
John Graham, Mayor

ATTEST:

Elena Krebs, City Clerk



Memorandum

Title: Consideration of Resolution No. 0225, A Resolution Appointing Council Members and Staff as Liaisons to the Various Boards, Commissions, Committees, Agencies, and Organizations

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

January 7, 2025

Purpose:

Pursuant to Chapter 2.06.040 of the City of Manitou Springs Municipal Code, the Mayor and City Council are required to appoint liaison assignments at the first regular meeting in January of each year to their local, regional, and state boards, commissions, agencies, and committees. as well, these groups require and/or invite representation of the City of Manitou Springs by its Municipal Officers.

Background:

These appointments are to serve the duration of this calendar year. Below is a list of those groups:

- **Department Liaisons**
 - All
- **City Boards, Committees and Commissions**
 - Manitou Arts, Culture and Heritage (MACH)
 - Historic Preservation Commission (HPC)
 - Open Space Advisory Committee (OSAC)
 - Park and Recreation Advisory Board (PARAB)
 - Mobility and Parking Board (MAP)
 - Planning Commission (CPC)
 - Housing Advisory Board (HAB)
 - Firemen's Pension Fund Board of Trustees
- **Other City Organizations**
 - Business Improvement District
 - Chamber of Commerce Board
 - Manitou Springs Arts Council
 - Manitou Springs Creative Arts District
 - Metropolitan Parking District Board
 - Mineral Springs Foundation



- Urban Renewal Authority Board (URA)
- **Regional and State Agencies**
 - CML Policy Committee
 - Incline Management Committee
 - Pikes Peak Area Council of Governments Board of Directors (PPACG-BOD)
 - Pikes Peak Area Council of Governments Advisory Committee (PPACG-TAC)
 - Pikes Peak Regional Building Department Advisory Board (PPRBD)
 - Pikes Peak Rural Transportation Authority Board of Directors (PPRTA)

Pros and Cons:

Not applicable

Fiscal Impact:

Not applicable

Workload Impact:

Minimal

Recommended Action:

Move to adopt Resolution No. 0225, a resolution appointing Council members and staff as liaisons to the various boards, commissions, committees, agencies and organizations.

RESOLUTION

**A RESOLUTION APPOINTING COUNCIL MEMBERS AND STAFF AS
LIAISONS TO THE VARIOUS BOARDS, COMMISSIONS,
COMMITTEES, AGENCIES, AND ORGANIZATIONS**

WHEREAS, Section 2.60.040 of the City of Manitou Springs Municipal Code requires the Mayor and City Council to appoint liaison assignments at the first regular meeting in January of each year; and

WHEREAS, Section 2.60.030 of the City of Manitou Springs Municipal Code currently defines the council liaison person to mean the mayor and/or councilmember assigned to a department function or facility of the city, and describes his or her responsibilities; and

WHEREAS, City Policy *410-01 Role of the Council Liaison to Boards and Commission* defines the role of Council liaison and establishes it as the primary Council contact rather than an advocate for or ex-officio member of the city board or commission; and

WHEREAS, local, regional and/or state boards, commissions, committees, agencies and/or organizations require and/or invite representation of the City of Manitou Springs by its Municipal Officers.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL
OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:**

SECTION 1: Members of the City Council or City Staff are hereby appointed to serve the remainder of this calendar year to the various boards, commissions, committees, agencies and/or organizations as listed below:

DEPARTMENT (ALL) LIAISONS

John Graham, Mayor

CITY BOARDS AND COMMISSIONS

Manitou Arts, Culture and Heritage
Historic Preservation Commission
Open Space Advisory Committee
Park and Recreation Advisory Board
Mobility and Parking Board
Planning Commission
Housing Advisory Board
Firemen's Pension Fund Board of Trustees**

Judith Chandler, Councilor
Michelle Whetherhult, Councilor
Judith Chandler, Councilor
Natalie Johnson, Councilor
Natalie Johnson, Councilor
Julie Wolfe, Councilor
Nancy Fortuin, Councilor
Judith Chandler, Councilor
John Graham, Mayor

**Mayor and City Administrator also serve on this board pursuant to City Code 2.36.030

OTHER CITY ORGANIZATIONS

Business Improvement District

Visit Manitou Springs*

CRANE **

Metropolitan Parking District Board

Partners for Healthy Choices

Urban Renewal Authority Board

Mineral Springs Foundation

Denise Howell, City Administrator

Denise Howell, City Administrator

Denise Howell, City Administrator

Natalie Johnson, Councilor

MSPD SRO or Designee

Nancy Fortuin, Councilor

Roy Chaney, Deputy City Administrator

*Formerly known as the Chamber of Commerce

**Formerly known as Manitou Springs Arts Council and Manitou Springs Creative Arts District

REGIONAL AND STATE AGENCIES

CML Policy Committee

Denise Howell, City Administrator

Incline Management Committee

Roy Chaney, Deputy City Administrator

Gillian Rossi, Parks and Recreation Director

PPACG (Pikes Peak Area Council of Governments) Board of Directors

John Graham, Mayor

Mayor Pro Tem (*Alternate*)

PPACG-TAC (Pikes Peak Area Council of Governments - Transportation Advisory Committee)

Andrew Morren

Juan Alvarez (*Alternate*)

PPRBD (Pikes Peak Regional Building Department) Advisory Board

John Graham, Mayor

PPRTA (Pikes Peak Rural Transportation Authority) Board of Directors

John Graham, Mayor

Mayor Pro Tem (*Alternate*)

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this 7th day of January 2025.

Mayor and Council:

John Graham, Mayor

Attest:

Elena Krebs, City Clerk

City of Manitou Springs, Colorado

Role of the Council Liaison to Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. Annually in January, the Mayor and City Council appoint liaisons to various boards and commissions. Council has defined the role of Council liaisons as follows:

1. To establish formal or informal contact with the chairperson of the board or commission and serve as the primary communications channel between Council and the board or commission. Council members should relay concerns expressed by a board or commission member through the appropriate liaison. It is not appropriate for a council member to take up an issue of a board or commission without first communicating with the appointed council liaison.
2. To serve as the primary informal Council contact for the board or commission.
3. To help resolve questions the board or commission may have about the role of Council, municipal government, and the board or commission.
4. To provide procedural direction and relay Council's position to the board or commission, and to communicate to the board or commission that the liaison's role is not to direct the board in its activities or work.
5. To serve as Council contact rather than an advocate for or ex-officio member of the board or commission.
6. To review the annual work plan of the board or commission and make recommendations to the City Council regarding the work plan.
7. To identify and help resolve any problems that may exist with respect to the functioning of the board or commission.
8. To facilitate the training of new board and commission members by providing suggestions and relevant information to the City staff members responsible for providing such training.

Council liaisons are not expected to attend monthly meetings of the boards and commissions. Liaisons are informed of board and commission activities through agendas and minutes, work plans, and annual reports. Liaisons may attend meetings due to an interest in a specific agenda topic or to observe. Attendance by a Council liaison should not affect the normal structure of a board meeting, and public comments by a Council member at a Board or Commission meeting should be clearly made as individual opinions and not a representation of the feelings of the entire City Council.

If Council liaison participation is critical to a particular item, a direct invitation should be made to the Council liaison, explaining why participation is deemed to be critical. If appropriate, discuss with the liaison prior to the meeting what expectations are and whether the liaison can meet those expectations.

- **It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer.** Council members should contact staff in order to clarify a position taken by the Board or Commission. If the Board or Commission is conducting a public hearing, Council members shall remove themselves from the proceedings.
- **Keep political support away from public forums.** Board and Commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Council member.
- **Inappropriate behavior** by a Board or Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the Board or Commission.



Memorandum

Title: Ratification of the Election of the Manitou Springs Fire Chief and Oath of Office

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

January 7, 2025

Purpose:

To confirm the election of Kieth Buckmiller as the new Fire Chief of Manitou Springs.

Background:

Pursuant to 6.5 of the City Charter, the fire chief shall be elected biennially by the members of the Manitou Springs Volunteer Fire Department with confirmation of said election by City Council.

Pros and Cons:

N/A

Fiscal Impact:

None

Workload Impact:

None

Recommended Action:

Move to ratify the election of Keith Buckmiller as the new Manitou Springs Fire Chief.



Memorandum

Title: Dillon Mobility Hub Design Charette
From: Vanessa Vedral, Assistant Project Manager
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 1 hour 45 minutes

January 7, 2025

Purpose:

To present an update on the progress of the Dillon Mobility Hub project, including a proposed centerpiece programming and potential design element options.

Background:

The Dillon Mobility Hub is uniquely positioned to serve a broad spectrum of community and visitor needs. Its primary function is to provide accessible, long-term parking with convenient access to public transit options for visitors accessing key destinations such as the Incline, Cog Railway, Fields Park, Black Canyon, and the Creek Walk Trail. Additionally, the project will deliver permanent, accessible public restrooms, office space for the Parking and Mobility Department, bike lockers, and access to Pike Ride. Beyond its primary functions, the site's centerpiece landscape offers opportunities for innovative, community-focused programming. Potential uses include hosting a farmers' market, establishing infrastructure for events, creating a school pick-up and drop-off zone, providing long-term parking for downtown employees, and a hub to support access to transportation outside of the city.

Guided by the City's transportation and mobility values "Provide a safe, multimodal transportation network balancing the needs of residents, visitors, and businesses while complementing the natural environment and cultural history," the City Council held a comprehensive discussion during the December 3, 2024 work session. The discussion concentrated on the future transformation of Manitou Springs' transportation and mobility system through strategic capital investments at the Hiawatha Gardens, Chase Bank, and Dillon Motel sites. This conversation focused on leveraging these assets to address critical mobility challenges, including reducing congestion caused by out-of-town visitors in downtown and residential neighborhoods and ensuring safe passage for pedestrians and bicyclists via multimodal transportation solutions.

As a result of the meeting, the Council directed staff to proceed with the Dillon Mobility Hub, with specific directives including, advancing the design, permitting, and construction of the interim parking lot under dirt/gravel conditions, developing a photometric/lighting plan for the lot using the final lot design, and implementing it in the interim lot phase to reduce construction costs and tree disturbance. Additionally, renovations of the restroom and office buildings were prioritized, with the pedestrian bridge put on hold. City Council also agreed they would be the working group to work through the final design of the Dillon, as time is of the essence due to the lighting and security, and to have the Dillon Parking Lot operational under interim conditions by June 2025.



Additional remarks from the December 3, 2024, work session have been included below for reference.

Dillon:

- Interim Lot - Dirt Parking Lot – ADA not dirt – 5 councilors agree and 2 disagree (Councilmembers Shada and Wolfe want to move forward with the full plan and get it completed)
- Restrooms - unanimous
- Parking Office - unanimous
- Lighting – unanimous
- Pedestrian bridge - on hold
- Additional work needed in the center area around the heritage trees

Hiawatha Gardens:

- Option 2 of open Pavillon and moving forward with restrooms and parking lot – 5 councilors agree and 2 disagree (Mayor Pro Tem Fortuin wants to have a closed pavilion for community center; Councilor Whetherhult wants Option 1, sharing that she went to community meeting, and they want a community center and does not believe it will be used as an open-air pavilion)
- Option 2 and move forward with parking lot and restrooms - just ensure we can have the option for the bridge – Councilor Shada
- Close Old Man's Trail – Councilor Wolfe suggested, and the majority of Council supported

Chase Bank – Option 1 with bridge:

- 5 councilors agree – Mayor Graham not sure about bridge and Mayor Pro Tem Fortuin is indifferent about the bridge
- Close Old Man's Trail
- Bridge on East side
- Building as bathroom
- Pedestrian Bridge
- Save money by having bridge be vehicle only

Community Engagement:

A formal community engagement workshop was held on November 21, 2024, at Memorial Hall, providing a platform for residents to share valuable feedback on the Dillon Mobility Hub project. Community members emphasized the importance of integrating green spaces, utilizing eco-friendly materials, and adhering to sustainable construction practices. A total of 23 attendees participated in the in-person event, with 10 engagement surveys completed. Additionally, 24 online surveys were



submitted following the event, bringing the total number of responses to 34. While these 34 responses represent less than 1% of the city's population, they provide valuable insight into community priorities. Detailed quantitative and qualitative feedback from this engagement is available in the supporting document, **"Dillon Mobility Hub - Community Engagement Survey Results."**

Dillon Site Centerpiece Trees:

The Dillon Mobility Hub site plan has been thoughtfully designed to preserve existing trees while incorporating key amenities to support the transportation network needs of over 500,000 annual visitors. The layout minimizes impacts on current vegetation and commits to revegetating the site with plants, shrubs, bushes, and trees to meet or exceed the City's net-zero tree loss code requirements.

To ensure a thorough evaluation of the site's vegetation, the City of Manitou Springs conducted a comprehensive double-blind Level 2++ Tree Assessment, which included evaluations by the City Arborist and an independent third-party tree care company. Detailed findings are available in the supporting documents, **"Dillon Mobility Hub-Level 3 Assessment_City Arborist Report"** and **"Dillon Mobility Hub-Level 3 Assessment_3rd Party Report."**

Preliminary results from the City Arborist's assessment indicate that all ten centerpiece trees on the site are in moderate condition, with several already sustaining root damage during the demolition of the Dillon Motel. Given the planned site grading and construction activities, concerns have been raised regarding the long-term health and viability of these trees, as further degradation is anticipated. The City Arborist did identify tree #1 as being a higher risk of failure due to the proximity of the root damage (within 1.5x diameter).

The findings from the third-party arborist indicate that overall root damage to the trees appears minimal, with a few larger roots severed on each tree. The trees exhibit varying degrees of health, and at a minimum, pruning is recommended to reduce the risk of branch failures. However, retaining the trees and allowing parking beneath or near them will always present a level of risk to public safety. Notably, Trees #7 and #9 (as identified in the **Dillon Mobility Hub-Level 3 Assessment_3rd Party Report**) pose the greatest risks and are recommended for removal to mitigate potential hazards.

Large Siberian Elm on lot 142:

The large Siberian Elm, identified in the **Dillon Mobility Hub-Level 3 Assessment_City Arborist Report** (circled in red on the site map), has been marked for removal to accommodate the current conceptual Final Site Design. However, during the Interim development stage, the tree can remain without impacting the site's functionality for parking. Removing this tree as part of the Final Site Design phase would increase parking capacity by up to 20 additional spaces. Based on the results of the **3rd Party Arborist Tree Assessment**, this tree is recommended for removal to mitigate potential safety risks.

The findings regarding the trees' health differed between the City Arborist and the 3rd Party Arborist reports and neither report aligned on the same trees for removal. The two reports should be carefully considered when determining the future of these trees. It is important to note that trees #11 and #9 are designated for removal under the current Final Lot concept design. However, these trees



can be preserved and remain on-site during the Interim Lot phase if maintaining them aligns with project priorities or community preferences. Following this discussion, the Parks and Recreation Advisory Board (PARAB) will be presented with City Council's comments regarding the trees during the January 13, 2025, PARAB meeting. The City of Manitou Springs recognizes the vital role trees play in the community and is committed to implementing a detailed replanting plan if it is determined that any trees must be removed due to safety concerns or developmental requirements.

Replanting Considerations:

The project site provides ample opportunities for replanting, including parking lot islands, property edges, and roadside areas where trees will not obstruct drivers' line of sight. The City Arborist has recommended replanting on-site to ensure that any lost canopy is replaced where it will have the most significant impact. Replanting locations will be designed with sufficient soil volume to support healthy tree growth. The preservation and restoration of the tree canopy will remain a top priority, integrated into all project phases and the final site design.

Planning Department Coordination:

The development of the Dillon Mobility Hub requires close collaboration with the City Planning Department to meet all permitting requirements for final construction. Applications necessary for this project include a Minor Subdivision, Major Development Plan, Rezoning, and a Grading Permit. These steps are essential to ensure compliance with local planning standards and alignment with the City's broader development goals. Updates on the permitting process and timelines will be shared during the January 7, 2025, presentation.

Construction of the Dillon Mobility Hub is being executed in phases to expedite initial functionality while enabling thorough consideration of final design elements. The first phase involves the establishment of an interim dirt or gravel lot, anticipated to open during the summer of 2025. This phase will provide temporary parking and allow the site to generate revenue while permitting and pre-construction activities are completed. The site will also provide parking when Hiawatha site is closed for construction. The final phase will incorporate permanent surface (materials yet to be determined) and additional features such as a stormwater detention area and a retaining wall. The completion timeline for the final phase is contingent on further direction from City Council and progress on related projects within the Transportation and Mobility Master Plan vision.

The interim lot will require a Temporary Use Permit, which is scheduled for review by the City Planning Commission on January 8, 2025. If approved, the permit will be valid for a 12-month period starting from the approval date. This will enable the lot to be utilized while construction progresses toward the final design, ensuring continued functionality and alignment with project objectives.

Pros and Cons:

Dillon Centerpiece Programs for the Final Lot:

Pros and Cons for Food Trucks:

Pros:

- Provides additional options and opportunities for community-focused gatherings during off-peak season and/or hours.



- If infrastructure is provided for electrical support, generators will not be required for use by the vendors.

Cons:

- Food trucks could cause unintended competition with local restaurants. Demand for food truck off-peak seasonal use is unlikely due to colder temperatures.
- Food truck programming will require additional infrastructure to the site, which could include (but not limited to) additional electrical capacity and components, concrete/asphalt parking pads, Wi-Fi access for payment processing, etc.
- Additional custodial cleanup after food truck events.

Pros and Cons of Farmers' Markets:

Pros:

- Reduce the impact on Soda Springs Park for hosting farmers' markets.
- Potential to increase vendor revenue by making the Manitou Springs farmers' markets more accessible to visitors who would otherwise avoid attending due to concerns about finding adequate parking.
- Reduce traffic congestion downtown by moving the farmers' market to the outskirts of town located closer to Colorado Springs.
- If infrastructure is provided for the electrical support (in the Final Lot design), generators will not be required for use by the vendors.

Cons:

- Hosting the farmers' markets at the Dillon may cause parking competition and scarcity for hikers for parking during peak season and days (summer weekends), which may discourage hikers from using this lot and resorting to alternative parking in the city.
- Farmers' markets are seasonal events but the site infrastructure for this program is not and will require additional infrastructure to the site which could include (but not limited to) additional electrical capacity and components, concrete/asphalt parking pads.
- Additional custodial cleanup after events.

Pros and Cons of School Drop-off:

Pros:

- Provide a central location for school buses to wait for students who do not live in Manitou Springs.
- Providing a central drop off/pick up location for parents of Manitou students who do not live



in the city reducing traffic congestion and pedestrian car conflicts in school zones.

Cons:

- Potential to cause conflicts with school buses and Mountain Metro buses for competing use of the bus idling area.
- Unknown demand and adoption by non-resident parents and students.

Business Employee Parking:

Pros:

- Provide an inexpensive parking alternative for employees of downtown businesses freeing up additional parking capacity for visitors interested in shopping and dining.

Cons:

- Limited number of spots available for employee use depending on Incline hiker and Cog parking during peak season and days (summer weekends), which may discourage employees or hikers from using this lot and resorting to alternative parking in the city.
- Unknown demand and adoption by business and employees.

Removal of Trees (Interim and/or Final Lot):

10 Dillon Centerpiece Trees:

Removal:

- Reduce liability risk from tree failure and falling on cars or pedestrians.
- Potential for more parking capacity and revenue. Tree #9 is scheduled for removal during the Final Lot construction phase (pending Final Lot Design approval).
- Potential for additional flexibility with the site design and programs.
- Potential for replacement with native and/or non-invasive tree species. Until the new trees are established, they will require additional support and maintenance by the Parks and Recreation Department (or citizen volunteers) to ensure success. Estimated costs for tree replacement (based on diameter of tree loss) is between \$10,000 and \$45,000 depending on the tree species, size, container type, and cost for planting and maintenance.

Retention:

- These trees provide great shade for the location and provide a unique habitat for birds and squirrels. Currently the trees are established and require minimal maintenance. Maintenance needs may change based on additional disturbance incurred during the



construction phases.

- Potential risk of failure and falling on a car and/or pedestrian.

1 Siberian Elm on Lot 142: This tree has been identified as one of the trees needing to be removed during the Final Lot construction phase. The consideration to remove it during the Interim Lot phase needs to be evaluated by the City Council.

Removal:

- Potential for up to 20 additional parking spaces resulting in an estimated \$76,000 in annual revenue during the Interim Lot phase, as well as ongoing annual revenue.
- This tree is scheduled for removal during the Final Lot construction phase (pending Final Lot Design approval).

Retention:

- This tree provides great shade for the location and provides a unique habitat for birds and squirrels. Currently the trees are established and require minimal maintenance. Maintenance needs may change based on additional disturbance incurred during the construction phases to reduce the event of failure.

Fiscal Impact:

During the first 12 months of operation under the interim lot phase, parking revenues are projected to range between \$360,000 and \$436,000. The \$76,000 variance reflects potential parking capacity differences, contingent on the decision regarding the retention of the large Siberian Elm on lot 142. Operating expenses for this initial period are estimated at approximately \$100,000, resulting in an anticipated first-year operating profit ranging between \$261,000 and \$337,000. Additional details on the operational financial impacts are available in the supporting document, **“Dillon Mobility Hub- Parking Revenue Analysis.”** These estimates have been revised since the December 3, 2024, discussion and remain subject to adjustment as project decisions regarding programming and tree retention continue to evolve and impact parking capacity.

The Dillon Mobility Hub project is currently in the conceptual design phase, with financial details for construction phases still under development. However, preliminary rough order of magnitude (ROM) estimates for the interim lot phase have been provided and are approximately \$1,300,000. This figure includes site grading, parking space markers, lighting (temporary or semi-permanent), security cameras (temporary or semi-permanent), and renovations for the restroom and office buildings. The ROM for the final lot, assuming the interim work is completed prior, remains undetermined due to the early stage of the project and the evolving design considerations.

Workload Impact:

The operational workload for the Dillon Mobility Hub has been preliminarily outlined based on discussions with City staff and is subject to adjustment following design considerations to be



explored during the January 7, 2025, City Council Charette. Initial staffing projections indicate the need for two part-time seasonal parking attendants to oversee parking operations during peak seasons, ensuring efficient usage and visitor support. Future staffing needs will be evaluated pending other developments in the City and are to be determined at this time. These staffing projections aim to balance operational efficiency with resource constraints while aligning with the project's phased implementation approach.

Recommended Action:

There is no formal action to be taken. This session is intended to elicit discussion and direction from the City Council regarding the centerpiece design and how to proceed with the existing trees identified in the attached tree assessment reports.



Dillon Mobility Hub Community Workshop Results

Overview

In – Person Engagement Surveys

- 10 returned out of 23 recorded attendees
- Many surveys had extensive additional comments written

Online Surveys

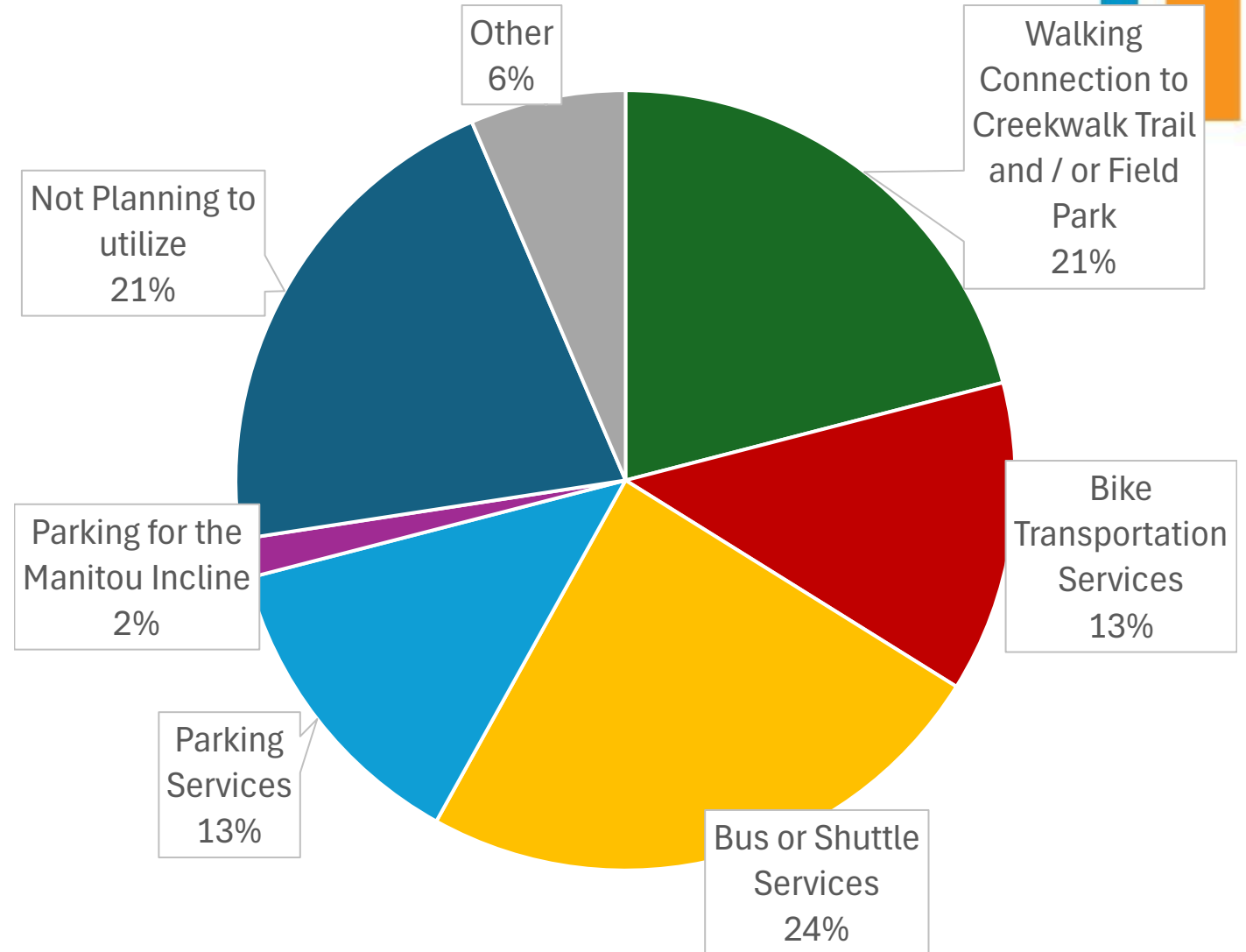
- Survey open from 22 -26 October
- 24 completed
- *Not every question was answered – compiled results do not reflect 34 total responses in every instance*
- *Additionally, online surveys indicated that if participants had not been at the Workshop then they should skip questions 5 and 7*

Results – Quantitative

Question 1:

Are you planning to utilize the Dillon Mobility Hub for:

- Walking Connection to Creekwalk Trail and / or Field Park
- Bike Transportation Services
- Bus or Shuttle Services
- Parking Services
- Parking for the Manitou Incline
- Not Planning to utilize
- Other



Results – Quantitative

Question One Additional Comments in “Other” selection:

- “recommend to visitors”
- “but might suggest to guests”
- “Satellite parking for downtown”

Results – Summary of Qualitative Questions

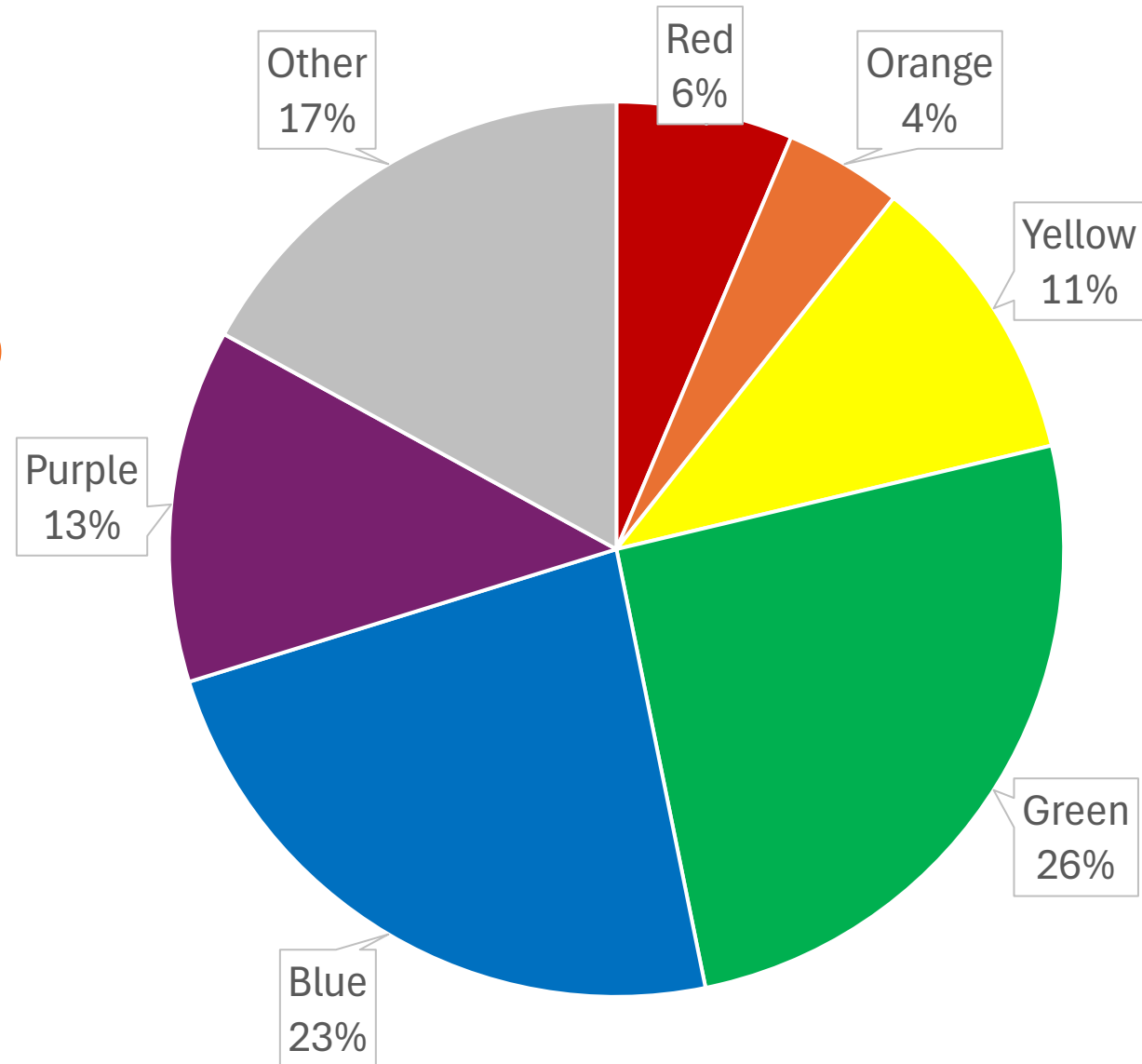
Question Two: Are there services that the Dillon Mobility Hub as planned are missing? What should be added in the future?

- Significant focus on preserving trees and greenery and ensuring green design elements (rain gardens, green space, dark skies lighting, bio swales, geo tile, etc.)
- Recommendations to allow free parking for Manitou employees and / or residents
- Comments on the need to maximize the schedule, routes and number of buses servicing the Hub
- Comments displayed concern for the project budget and overall cost
- Comments provided references to desirable bike storage designs

Results – Quantitative

Question 3:

What color accents would you prefer in the Dillon Mobility Hub Public Restrooms?



Results – Quantitative

Question Three Additional Comments in “Other” selection:

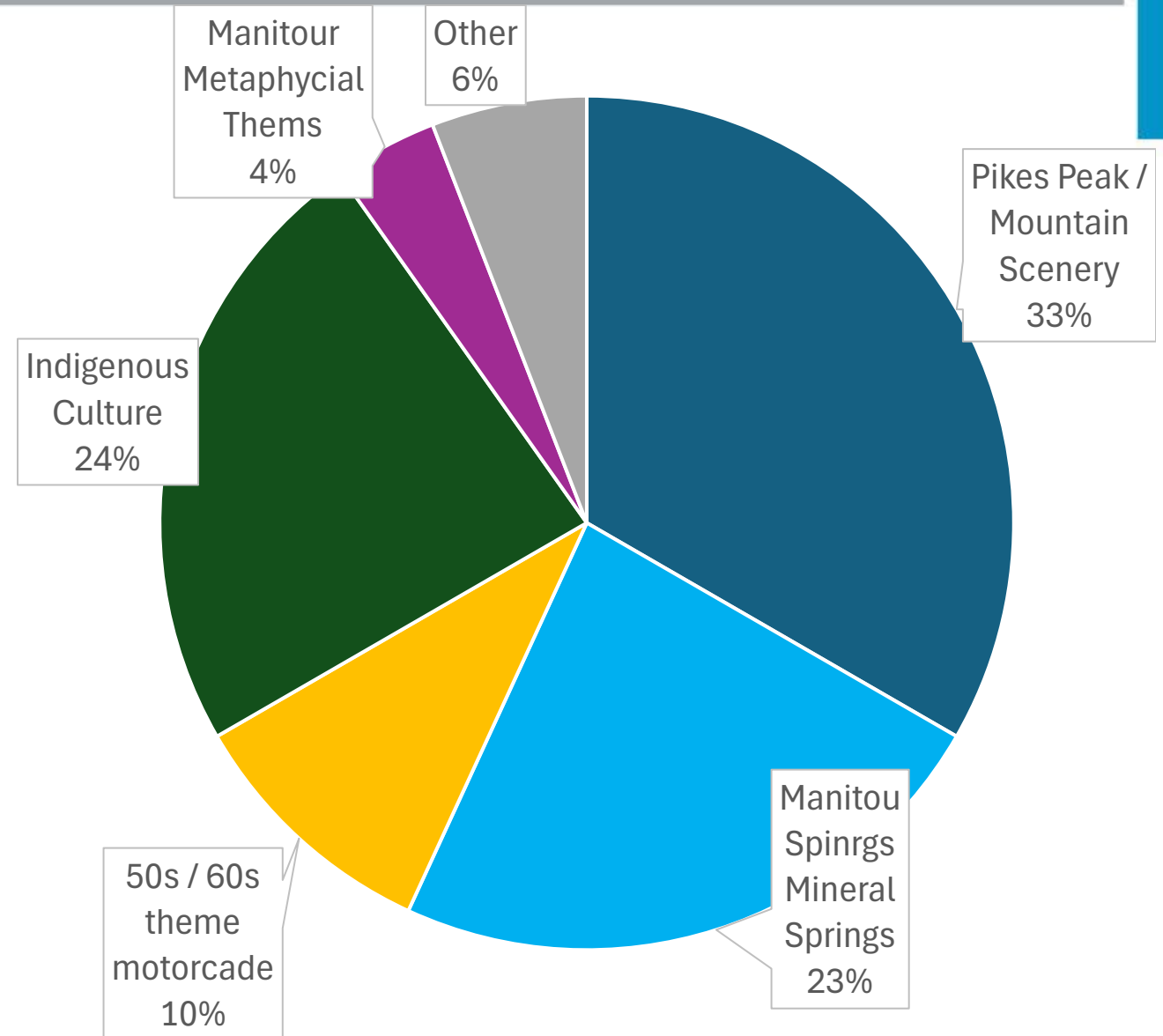
- “Mural by KE8 Orr or Caitlin Alexander who did original shuttle wraps”
- “Not really a big deal is this? More trees...let the PARAB decide colors...not you folks”
- “something inconspicuous like grey”
- *Multiple other responses indicated that this was not a question respondents cared about or thought there should have been feedback solicited for*

Results – Quantitative

Question 4:

What theme, subject or other art element should the Dillon Mobility Hub's Sculpture incorporate?

- Pikes Peak / Mountain Scenery
- Manitou Spinrgs Mineral Springs
- 50s / 60s theme motorcade
- Indigenous Culture
- Manitour Metaphycial Thems
- Other



Results – Quantitative

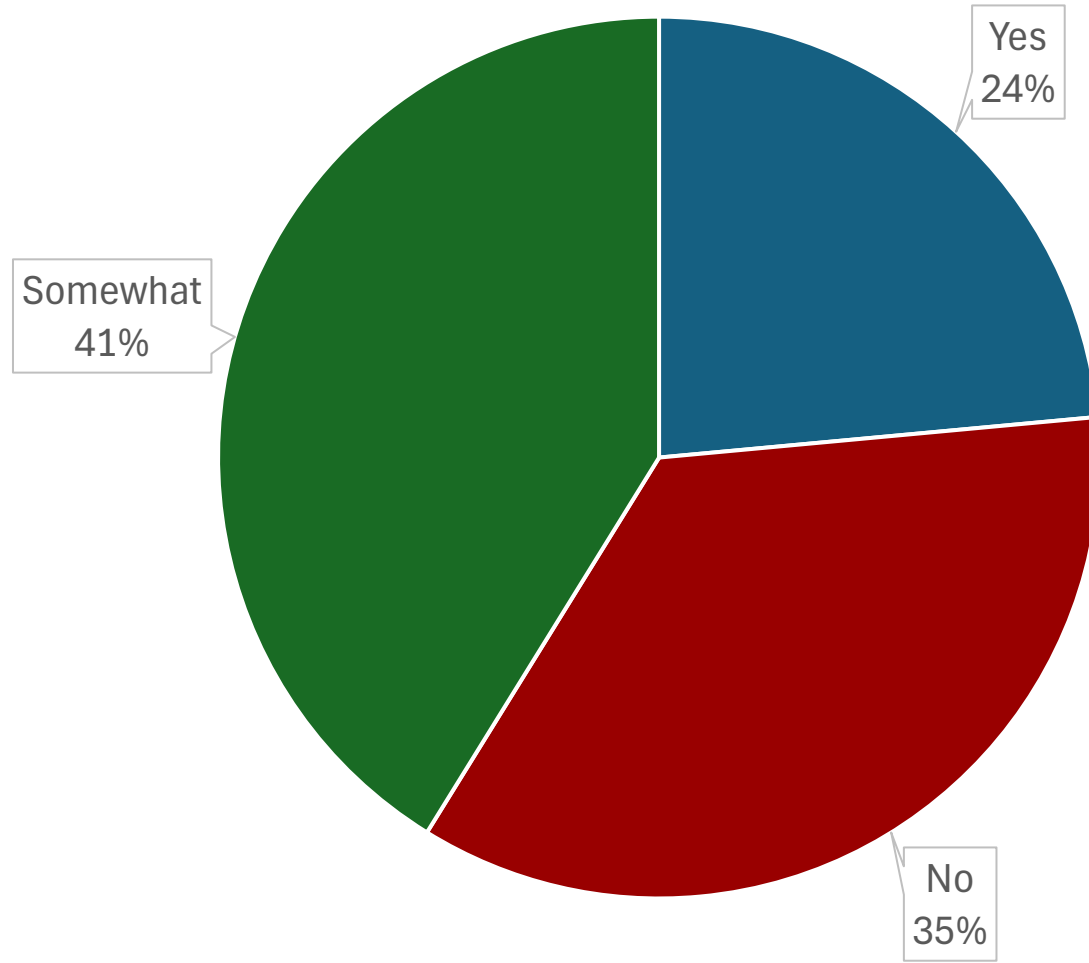
Question Four Additional Comments in “Other” selection:

- “Let the local artists decide... not you folks”
- “Avoid that kitschy stuff; keep it simple and utilitarian”
- “Manitou art groups like Crane and the MAC should decide what art forms should be used”

Results – Quantitative

Question 5:

Did the Workshop
answer questions
about the project?



Results – Quantitative

Question Five Additional Comments:

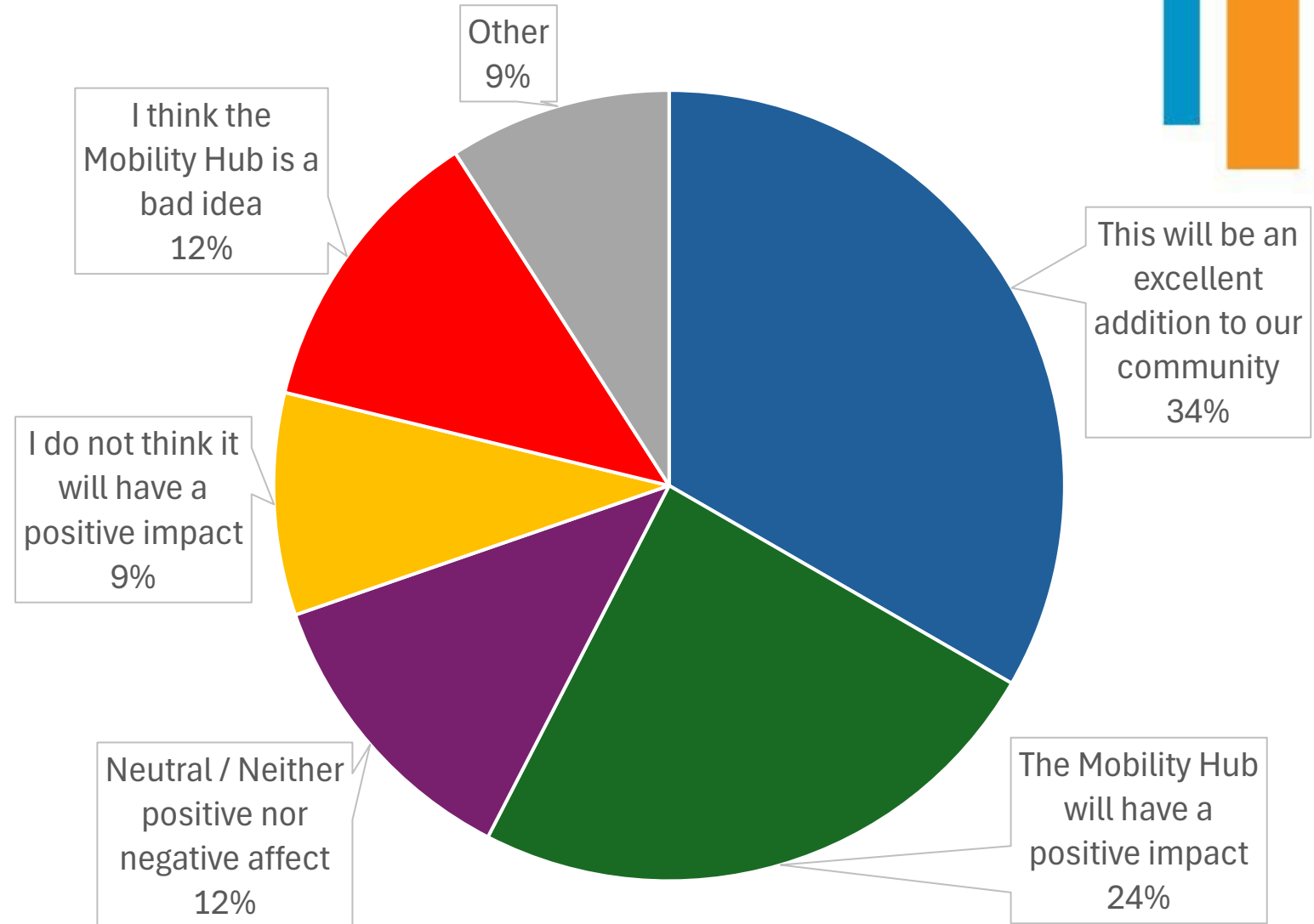
- “very helpful in educating community. Would have liked a QR code to the digital version of the printed page”
- “Community engagement needs to occur *earlier* in the process”

Results – Quantitative

Question 6:

What is your overall impression of the planned Dillon Mobility Hub?

- This will be an excellent addition to our community
- The Mobility Hub will have a positive impact
- Neutral / Neither positive nor negative affect
- I do not think it will have a positive impact
- I think the Mobility Hub is a bad idea
- Other



Results – Quantitative

Question Six Additional Comments in “Other” selection and accompanying the non-“other” selections:

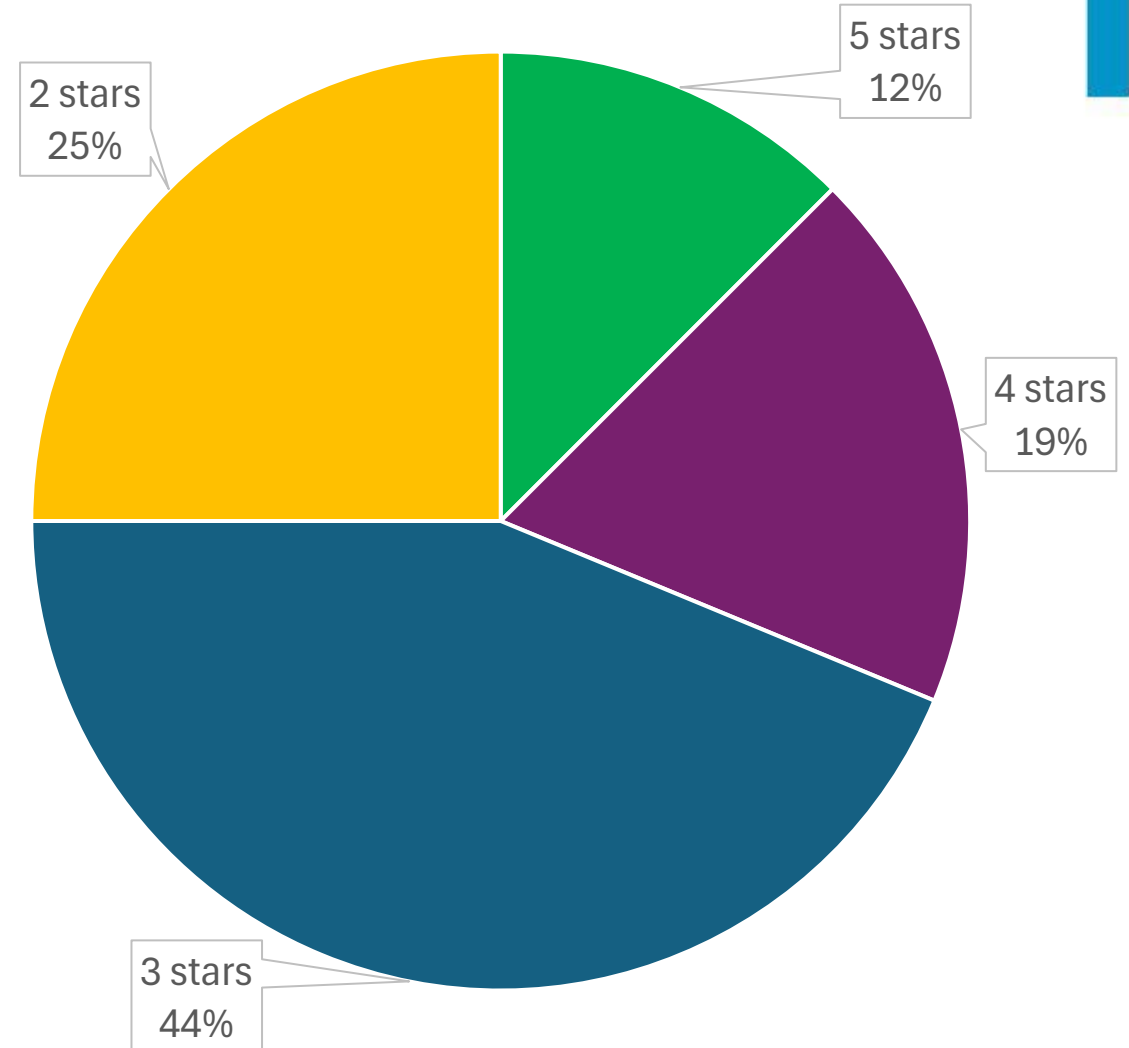
- [positive] “ONLY if we make parking free and have bus service w/ 20 min headways max”
- “Greener!”
- “I would have liked affordable housing instead of more cars and traffic”
- “Could have a positive effect on efforts to rejuvenate the Urban Renewal District”
- “This was giving me hope but seems uninspired”
- “Not enough info given here for me to answer”

Results – Quantitative

Question 7:

Please rate the quality of the presentation.

- 5 stars
- 4 stars
- 3 stars
- 2 stars



Results – Summary of Qualitative Questions

Question 8: Please provide any additional comments concerning the Dillon Mobility Hub and / or the Community Workshop as desired:

- Many comments focused on the scope of the project and perceived lack of community involvement in the planning process – respondents wanted additional transparency and more ability to influence the design process
- Significant comments on green design elements and tree preservation
- Some respondents questioned the need for the project, particularly the specific plans for a food truck area as part of the design

Summary

- **Negative comments were relatively minimum throughout the surveys, but there were several distinct, repeated concerns:**
 - The need to preserve green space / trees / limit the disruption to Manitou's existing ecology
 - The need to incorporate green design elements (rain gardens, geo tile, etc.) in the Mobility Hub's design
 - The desire for greater community input and solicitation of community feedback earlier in the design process of this particular project
 - A lack of acceptance of the overall planning and vision for increasing Manitou Springs' mobility and transportation infrastructure
 - The schedule and frequency of shuttles and buses servicing the Hub

Summary

- **Specific constructive suggestions included:**
 - The bus stop area should include providing promotional materials, information boards, or other products to promote downtown tourist destinations / businesses / restaurants apart from just the Incline and Cog Railway
 - The parking areas should be free of charge for Manitou residents, particularly to help provide parking for workers at downtown businesses
 - Bike storage and racks should be of particular designs; respondents provided designs that are both ecologically friendly and of the most utility for riders



Dillon Hotel – Proposed Park and Ride Hub Arborist Report – Level 3 Risk Assessment

20 December 2024

Prepared for:

Vanessa Vedral
Assistant Project Manager
City of Manitou Springs

Prepared by:

Matthew Nelson
City Arborist & Horticulturalist
ISA Certified Arborist RM-4879A, ISA TRAQ
City of Manitou Springs

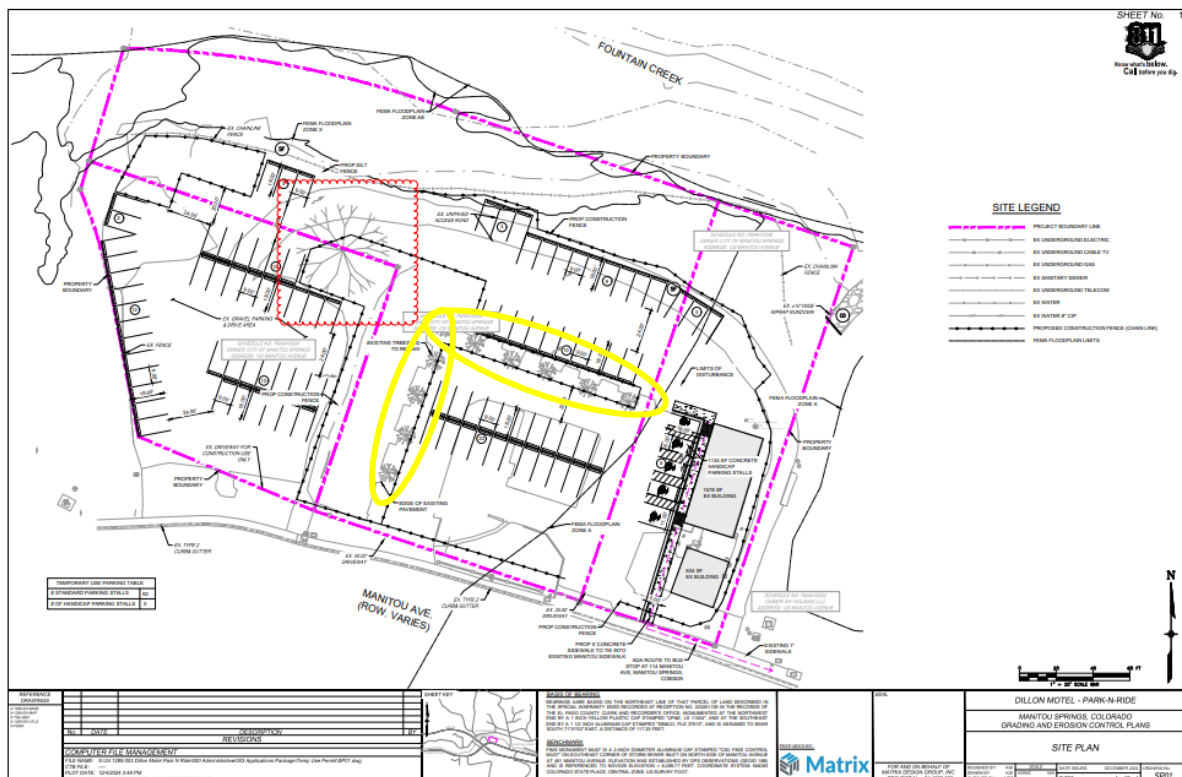
References:

- American National Standard Institute (ANSI) A300 (Part 5)-2019 Management of Trees and Shrubs During Site Planning, Site Development, and Construction.
- Managing Trees During Site Development and Construction – Best Management Practices – Third Addition. Companion Publication to ANSI A300 Part 5.
- Root Management – Best Management Practices – Second Addition. Companion Publication to ANSI A300 Part 8.
- International Society of Arboriculture (ISA) Tree Risk Assessment Manual – Second Addition.

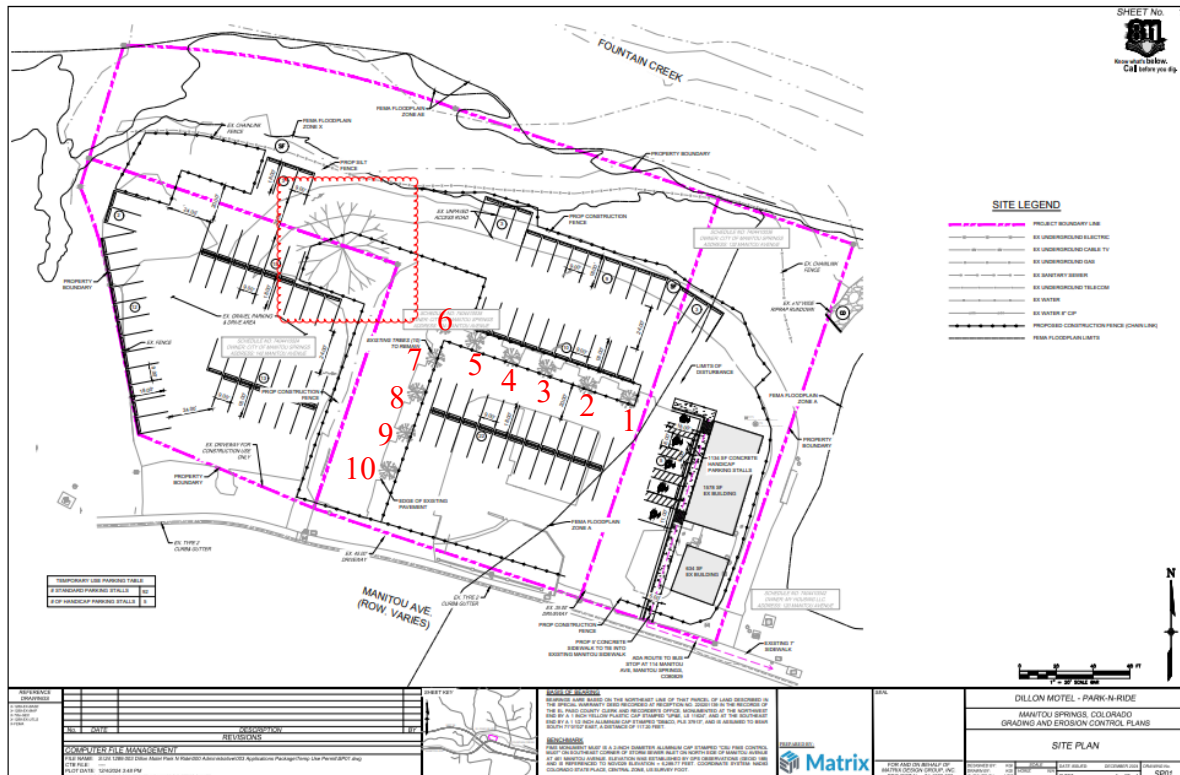
The purpose of this report is to provide further information about current tree condition on the Dillon Hotel site. (Dillon Hotel Property: 132, 134, and 142 Manitou Ave) A previous report strongly recommended further evaluation prior to finalization of plans. Given proposed improvements, subsequent high occupation of this site, and the level of disturbance these trees experienced, this is the reasonable and prudent course of action to ensure these trees do not pose a significant risk to the people that would utilize this site. The currently proposed improvements to the site are depicted in the Map Dillon Motel Temporary Use – Site Plan – 12 12 2024. (Map to follow)

Moving forward this property will be referred to as the Dillon Mobility Hub within this report in alignment with the end goal of the property.

Map 1: Dillon Motel Temporary Use – Site Plan – 12 12 2024



Dillon Hotel Arborist Report – Page 2



Trees 1-10 labeled above.

Notes on Disturbance – Building Demolition

The disturbance on this site was the demolition of ~11 small cabins that had been present on the site since the 1950s. The demolition was conducted with a large excavator. The buildings had to be removed to a sub-surface level due to crawl spaces. Much of the demolition occurred very close to these trees. Pruning of the canopy was conducted prior to excavation to prevent above ground damage to the canopies by the excavator. No tree protection was in place prior to this demolition.

It is worth noting that due to proximity of the trees to the demolition very little could have been done to prevent subsurface damage to these trees. Reduction in damage would have required hand demolition of the buildings, at a substantial increase in cost, and/or Airspade excavation and root pruning, which would have taken staff a number of days.

In addition to root damage that occurred during excavation substantial soil compaction occurred during the demolition process. Excavators are very heavy machines and back and forth traveling over the area surrounding the trees resulted in soil compaction. Compaction has numerous negative affects on trees.

Methodology

As proposed in the previous report, a Level 3 Tree Risk Assessment was conducted on the site. A Level 3 Tree Risk Assessment goes beyond the Basic Level 2 Tree Risk Assessment. A Level 2 Tree Risk Assessment is a thorough visual inspection from the ground, utilizing basic tools, and filling out the ISA (International Society of Arboriculture) Basic Tree Risk Assessment form. These forms are included at the end of this document in the Additional Information section. A Level 3 Tree Risk Assessment goes beyond the Level 2 in significant/measurable ways to gather information. In this case we conducted a thorough canopy inspection from the bucket truck, performed an Airspade root excavation, and utilized the Airspade root excavation to understand the effect of the previous disturbance. Photos and further information about these processes will be included later in this report.

Five (5) of the ten (10) Siberian elms received Level 2 Risk Assessments. Only half the trees revised a Level 2 inspection due to time constraints. All ten (10) trees were Airspaded and eight (8) received thorough aerial canopy inspections. We were not able to perform a full Level 3 Inspection on all 10 trees due to time constraints – despite that this report is the product of approximately 34 staff hours. We believe that this report, despite not being a Level 3 Tree Risk Assessment for each tree, provides clear and actionable information to guide Council and Leadership in their decision for how to proceed with the project moving forward.

Findings – Tree Risk Assessments – Project Documentation

Table 1: Dillon Mobility Hub – Level 2 Tree Risk Assessments

Tree #	Species	Level 2 TRA Conducted	Risk Rating
1	Siberian elm	Yes	Moderate
2	Siberian elm	Yes	Moderate
3	Siberian elm	No	
4	Siberian elm	No	
5	Siberian elm	Yes	Moderate
6	Siberian elm	Yes	Moderate
7	Siberian elm	Yes	Moderate
8	Siberian elm	No	
9	Siberian elm	No	
10	Siberian elm	Yes	Moderate

Table 2: Dillon Mobility Hub – Airspade Root Excavation

Tree #	Airspade	Roots present?	Root Damage	Notes
1	Yes	Yes	Large roots severed	4" and 2.5" roots severed
2	Yes	Yes	Fine root damage	
3	Yes	Yes	Large roots severed	2", 2", and 5" roots severed
4	Yes	Yes	Large roots severed	2" and 5" roots severed
5	Yes	Yes	Large roots severed	3" root severed
6	Yes	Yes	Large roots severed	2", 3", and 4" roots severed
7	Yes	Yes	Fine root damage	
8	Yes	Yes	Large root severed	4" root severed
9	Yes	Minimal		Minimal roots present
10	Yes	Minimal		Minimal roots present

Table 3: Dillon Mobility Hub – Canopy Inspections

Tree #	Canopy inspection	Notes
1	Yes	Evidence of reduction cuts, hazard pruning, 10% deadwood
2	Yes	Substantial storm damage, reduction cuts, 20% deadwood
3	Yes	Pruning cuts evident, minor storm damage, 15% deadwood
4	Yes	Pruning and clearance cuts evident, 10% deadwood
5	Yes	Pruning and clearance cuts evident, 10% deadwood
6	Yes	25ft long 8in wide dead lead, pruning cuts evident, storm damage
7	Yes	20ft long 10in wide dead lead, storm damage, 25% deadwood
8	Yes	Substantial reduction cuts, 30% deadwood, large dead lead
9	No	Insufficient time
10	No	Insufficient time

Tree 1 – Siberian elm



Tree 1 experienced substantial root damage. Large roots were severed. Blue item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 1.5x, 3x, and 6x DBH on Tree 1.**

Tree 2 – Siberian elm



Tree 2 experienced relatively minor root damage, at least within the area of Airspade excavation. No major roots appear to have been severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 2.**

Tree 3 – Siberian elm



Tree 3 experienced substantial root damage. Large roots were severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 6x DBH on Tree 3.**

Tree 4 – Siberian elm



Tree 4 experienced substantial root damage. Large roots were severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 4.**

Tree 5 – Siberian elm



Tree 5 experienced substantial root damage. A large root was severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 5.**

Tree 6 – Siberian elm



Tree 6 experienced substantial root damage. Large roots were severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 6.**

Tree 7 – Siberian elm



Tree 7 experienced relatively minor root damage, at least within the area of Airspade excavation. No major roots appear to have been severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 6x DBH on Tree 7.**

Tree 8 – Siberian elm



Tree 8 experienced substantial root damage. A large root was severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 8.**

Tree 9 – Siberian elm



Tree 9 experienced relatively minor root damage, at least within the area of Airspade excavation. No major roots appear to have been severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 9.**

Tree 10 – Siberian elm



Tree 10 experienced relatively minor root damage, at least within the area of Airspade excavation. No major roots appear to have been severed. Silver item in photo is for scale – Spenser Logging Tape, about 4 inches in diameter.



1.5x DBH (Diameter at breast height) indicated by white stake, 3x DBH indicated by blue stake, 6x DBH indicated by green stake. These metrics are important for tree survivability and stability after disturbance. **Disturbance has occurred within 3x and 6x DBH on Tree 10.**

Conclusions

Per Root Management Best Management Practices, 2nd Edition, the ANSI A300 Part 8: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Root Management) Companion publication:

- Cutting roots within **6x DBH** on one side of the tree can cause sustained water stress symptoms in some species. It may also weaken the tree and make it more susceptible to insect/disease attack or environmental stressors.
- Cutting roots within **3x DBH** has been shown to compromise tree stability in some species.
- Cutting roots within **1.5x DBH** has been shown to seriously compromise tree stability and long-term health and survival in most species. Should large roots be cut that close to the trunk, it may be better to remove the tree rather than preserve it.

Table 4 : Dillon Mobility Hub – Extent of Disturbance

Tree #	Species	Disturbance within 1.5x DBH	3x DBH	6x DBH
1	Siberian elm	Yes	Yes	Yes
2	Siberian elm	No	Yes	Yes
3	Siberian elm	No	No	Yes
4	Siberian elm	No	Yes	Yes
5	Siberian elm	No	Yes	Yes
6	Siberian elm	No	Yes	Yes
7	Siberian elm	No	No	Yes
8	Siberian elm	No	Yes	Yes
9	Siberian elm	No	Yes	Yes
10	Siberian elm	No	Yes	Yes

The above table demonstrates the current level of disturbance observed on site. As depicted, all assessed trees have experienced disturbance inside of the area recommended to not be disturbed by the ANSI A300 Best Management Practice.

It is worth noting that Siberian elms are generally very tolerant to construction damage and drought/water stress tolerance. Of all the species to be subjected to this damage they are among the best equipped to survive – IF they do not experience whole tree failure at the roots.

The decision to keep these trees (barring further disturbance) is based on tolerance for risk. Given the disturbance they have experienced it is reasonable to postulate that they pose a higher risk of tree failure, tree decline, or tree death.

Any additional disturbance (grading, addition or removal of soil, removal of asphalt, compaction, soil drying, et cetera) **MAY** move some or all of these trees from the MODERATE

risk category to the HIGH risk category. Further data collection and another Level 3 Risk Assessment would be required after additional disturbance to determine if this has occurred.

Tree Age and Estimated lifespan

It is very difficult to estimate the age of a tree without pulling a core sample – we do not have the tool to do that. Using the best information available to us - the estimated age of these trees is 50-70 years. This estimate is based on the photos, size, growing conditions, et cetera. The hotel came to fruition in the 1950s and it is reasonable to assume they were planted within a few decades of the hotel's construction.

50-70 years would be a relatively long lifespan for a tree located in these poor growing conditions. Most urban trees have substantially shorter lives than a tree would naturally have in more historically accurate growing conditions.

It is difficult to quantify urban tree lifespan – as urban trees are generally removed before they have completely died to reduce risk. I cannot reliably estimate the lifespan of these trees without further research. (IE thorough inspection of growth rate over the last 10 years, to see trending of growth, downward trend may indicate decline) I can say with some confidence that these trees are in the second half of their lives, and given the level of disturbance, their lifespan has been reduced.

Additional Information

ISA Basic Tree Risk Assessment forms

Level 2 Tree Risk Assessment – Front page

ISA Basic Tree Risk Assessment Form

Client _____ Date _____ Time _____
Address/Tree location _____ Tree no. _____ Sheet _____ of _____
Tree species _____ dbh _____ Height _____ Crown spread dia. _____
Assessor(s) _____ Time frame _____ Tools used _____

Target number	Target description	Target zone			Occupancy rate 1 – rare 2 – occasional 3 – frequent 4 – constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1							
2							
3							
4							

Site Factors

History of failures _____ Topography Flat ☐ Slope ☐ _____ % Aspect _____
Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe _____
Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ _____ % Describe _____
Prevailing wind direction _____ Common weather Strong winds ☐ Ice ☐ Snow ☐ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☐ High ☐ Foliage None (seasonal) ☐ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
Pests _____ Abiotic _____
Species failure profile Branches ☐ Trunk ☐ Roots ☐ Describe _____

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ _____ Relative crown size Small ☐ Medium ☐ Large ☐
Crown density Sparse ☐ Normal ☐ Dense ☐ Interior branches Few ☐ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐ _____
Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
Dead twigs/branches ☐ _____ % overall Max. dia. _____
Broken/Hangers Number _____ Max. dia. _____
Over-extended branches ☐
Pruning history
Crown cleaned ☐ Thinned ☐ Raised ☐
Reduced ☐ Topped ☐ Lion-tailed ☐
Flush cuts ☐ Other _____

Cracks ☐ _____ Lightning damage ☐
Codominant ☐ _____ Included bark ☐
Weak attachments ☐ _____ Cavity/Nest hole _____ % circ.
Previous branch failures ☐ _____ Similar branches present ☐
Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
Conks ☐ Heartwood decay ☐
Response growth _____

Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐ _____
Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐ _____

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
Codominant stems ☐ Included bark ☐ Cracks ☐
Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
Lean _____ ° Corrected? _____
Response growth _____
Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
Dead ☐ Decay ☐ Conks/Mushrooms ☐
Ooze ☐ Cavity ☐ _____ % circ.
Cracks ☐ Cut/Damaged roots ☐ Distance from trunk _____
Root plate lifting ☐ Soil weakness ☐
Response growth _____
Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

Level 2 Tree Risk Assessment – Back page

Risk Categorization																											
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Risk rating of part (from Matrix 2)								
							Failure				Impact				Failure & Impact (from Matrix 1)					Consequences							
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely		Negligible	Minor	Significant	Severe				
1																											
2																											
3																											
4																											

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions

Mitigation options

Residual risk

Residual risk

Residual risk

Residual risk

Overall tree risk rating

Low

Moderate

High

Extreme

Overall residual risk

Low

Moderate

High

Extreme

Data

Final

Preliminary

Advanced assessment needed

No

Yes-Type/Reason

Inspection limitations

None

Visibility

Access

Vines

Root collar buried

Describe

Work priority

1

2

3

4

Recommended inspection interval

This datasheet was produced by the International Society of Arboriculture (ISA) and is intended for use by Tree Risk Assessment Qualified (TRAQ) arborists – 2013

Airspade

The Airspade is an air powered soil excavation tool. It uses large volumes of air that have been focused by a special nozzle to blow away soil while allowing roots to remain intact.

We utilized the airspade along the area of disturbance to remove the soil and observe what root damage, if any, has occurred. This process is shown in Photo 1, below.

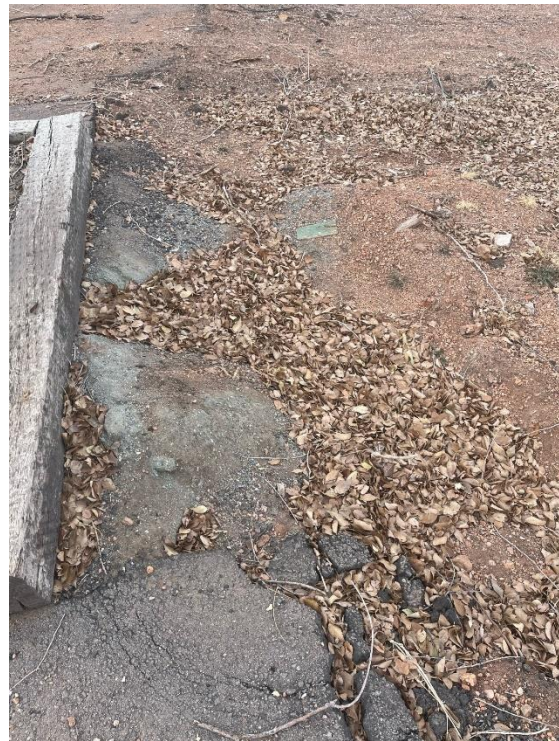


Canopy Inspection

A canopy inspection is conducted by climbing the tree or utilizing an aerial lift (bucket truck) to inspect the canopy more thoroughly than can be done from the ground. While aloft the canopy can be inspected for broken branches, hollows, decay, evidence of live leaf buds, et cetera. The canopy inspection was conducted by the Forestry Technician, Aaron Reynard. He took notes of what he observed and we were able to communicate throughout the inspection.



Photos of the site before Airspade soil removal





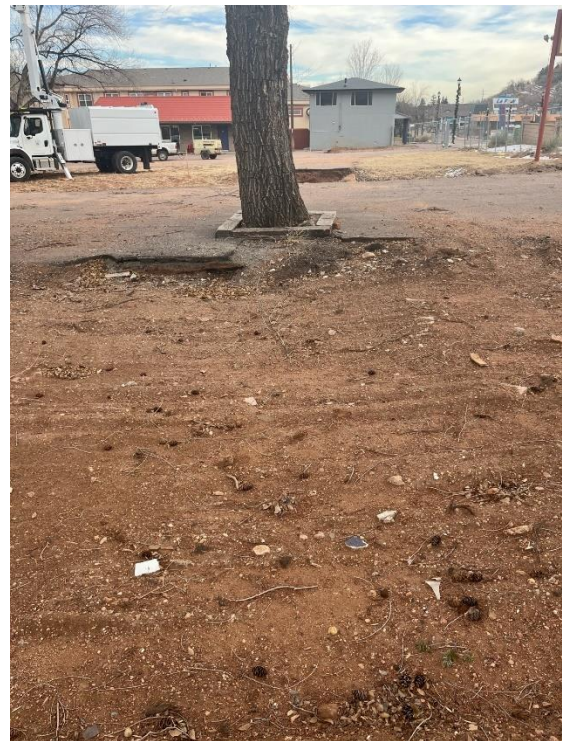
Tree 1 (right) and Tree 2 (left)



Tree 5 (right), Tree 6 (center), Tree 7 (left)



Tree 10



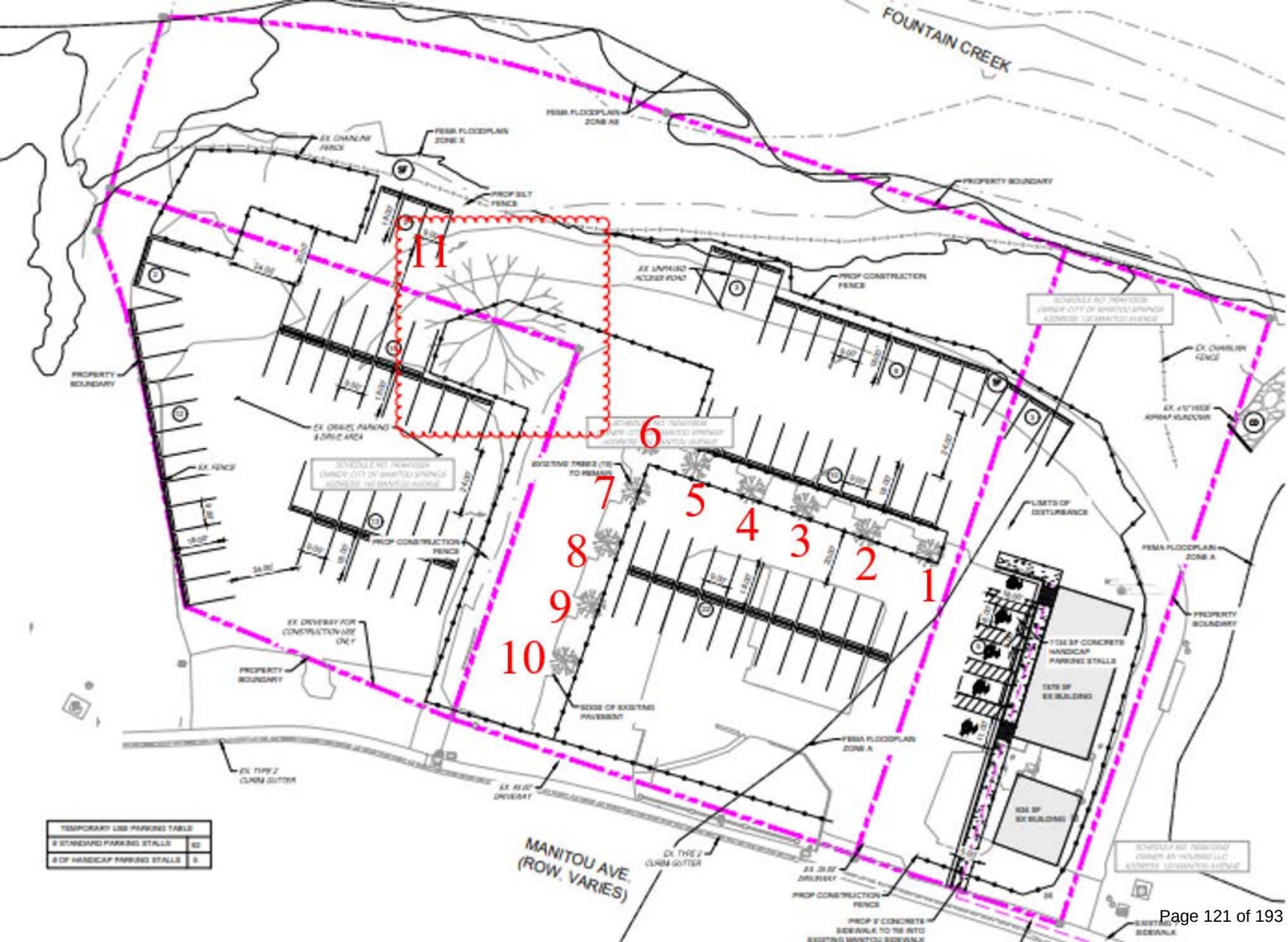
Tree 10 base

Photos of the site after Airspade and backfill



Additional Photos





Dillon Tree Risk Assessment

Tree #1



ISA Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 1 Sheet 1 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 25" Height 45' Crown spread dia. 40'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticable previous branch failures Topography ☒ Flat ☐ Slope ☐ % Aspect S
 Site changes ☐ None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions ☐ Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather ☒ Strong winds ☐ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor ☐ Low ☒ Normal ☐ High ☐ Foliage ☒ None (seasonal) ☐ None (dead) ☐ Normal _____% Chlorotic _____% Necrotic _____%
 Pests _____ Abiotic _____
 Species failure profile ☒ Branches ☐ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure ☐ Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size ☐ Small ☐ Medium ☒ Large ☐
 Crown density ☐ Sparse ☐ Normal ☐ Dense ☐ Interior branches ☐ Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐ _____
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____%
 Dead twigs/branches ☒ 5 % overall Max. dia. 3"
 Broken/Hangers Number 1 Max. dia. 1"
 Over-extended branches ☒
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☒
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☐
 Weak attachments ☐ Cavity/Nest hole _____% circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____

Main concern(s) Heavy canopy weight on S leader, bad branch attachment on mature epicormic stem. Large deadwood.
Co-dominant stem with included bark on Norther leader.

Load on defect ☐ N/A ☐ Minor ☐ Moderate ☒ Significant ☐

Likelihood of failure ☐ Improbable ☐ Possible ☐ Probable ☒ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☒
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____% circ. Depth _____ Poor taper ☐
 Lean _____° Corrected? _____

Response growth _____

Main concern(s) _____

Load on defect ☐ N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure ☒ Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____% circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 3.5'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____

Main concern(s) Cut roots, largest (2" diameter)

Load on defect ☐ N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure ☐ Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																											
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood																Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)				Negligible	Minor	Significant	Severe					
							Improbable	Possible	Probable	Inminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely									
1	Branch	Branch Failure	8"	15'	1	No																High					
			8"	15'	2	No																High					
2	Trunk	Trunk Failure	25"	22.5'	1	No																Mod					
			25"	22.5'	2	No																Mod					
3	Roots	Uprooting	25"	22.5'	1	No																Mod					
			25"	22.5'	2	No																Mod					
4																											

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal Residual risk None
 Residual risk _____
 Residual risk _____

Overall tree risk rating Low ☐ Moderate ☐ High ☒ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation

Tree #2





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 2 Sheet 2 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 30.25" Height 45' Crown spread dia. 30'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____% Chlorotic _____% Necrotic _____%
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☒ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____% Cracks ☐ Lightning damage ☐
 Dead twigs/branches ☒ 5 % overall Max. dia. 5" Codominant ☐ Included bark ☒
 Broken/Hangers Number _____ Max. dia. _____ Weak attachments ☐ Cavity/Nest hole _____% circ.
 Over-extended branches ☒ Previous branch failures ☒ (2) 5" Similar branches present ☒
Pruning history
 Crown cleaned ☒ Thinned ☐ Raised ☒ Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Reduced ☐ Topped ☐ Lion-tailed ☒ Conks ☐ Heartwood decay ☐
 Flush cuts ☐ Other _____ Response growth _____

Main concern(s) Broken-hanging branches, stubs, large deadwood, heavy limb weight on N side leader, wound on West limb

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☒ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☒
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____% circ. Depth _____ Poor taper ☐
 Lean _____° Corrected? _____

Response growth _____
 Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____% circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 4'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____
 Main concern(s) Cut roots, largest (4" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)				Negligible	Minor	Significant	Severe	
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely					
1	Branch	Branch Failure	10"	22'	1	No		●						●		●						●	Mod
			10"	22'	2	No		●						●		●						●	Mod
2	Trunk	Trunk Failure	30"	22.5'	1	No	●							●		●						●	Mod
			30"	22.5'	2	No	●							●		●						●	Mod
3	Roots	Uprooting	30"	22.5'	1	No		●						●		●						●	Mod
			30"	22.5'	2	No		●						●		●						●	Mod
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

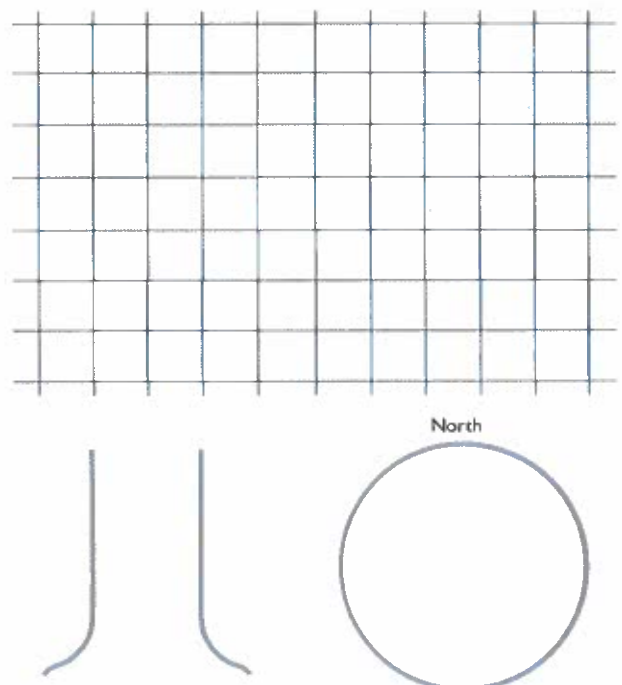
Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation



Tree #3





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 3 Sheet 3 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 13" Height 40' Crown spread dia. 38'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒	☐	☐	3	☐	Y
2	Pedestrians	☒	☐	☐	3	☐	Y
3		☐	☐	☐		☐	
4		☐	☐	☐		☐	

Site Factors

History of failures Several noticeable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☒ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☒ LCR _____ %
 Dead twigs/branches ☒ 8 % overall Max. dia. 3"
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches ☒
 Pruning history
 Crown cleaned ☒ Thinned ☐ Raised ☐
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☒
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☒ (1) 1" Similar branches present ☒
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____
 Main concern(s) Large deadwood, horizontal limbs, heavy weight on S leader

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☒ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____

Response growth _____
 Main concern(s) Large wound on North side of trunk

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 3'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____
 Main concern(s) Cut roots, largest (3" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	6"	20'	1	No		●						●		●						●	Mod
			6"	20'	2	No		●						●		●					●	Mod	
2	Trunk	Trunk Failure	13"	20'	1	No		●						●		●						●	Mod
			13"	20'	2	No		●						●		●					●	Mod	
3	Roots	Uprooting	13"	20'	1	No		●						●		●						●	Mod
			13"	20'	2	No		●						●		●					●	Mod	
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation

Tree #4





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 4 Sheet 4 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 22.25" Height 40' Crown spread dia. 40'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticeable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
 Dead twigs/branches ☒ 5 % overall Max. dia. 3"
 Broken/Hangers Number 1 Max. dia. 2"
 Over-extended branches ☒
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☒
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☒
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____
 Main concern(s) Large deadwood, horizontal limbs, heavy weight on N and S leaders. Hangers, breaks, and stubs.

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☒ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____

Response growth _____
 Main concern(s) Large wound on North side of trunk

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 2.5'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____
 Main concern(s) Cut roots, largest (5.2" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	4"	22'	1	No															High		
			4"	22'	2	No															High		
2	Trunk	Trunk Failure	22"	20'	1	No															Low		
			22"	20'	2	No															Low		
3	Roots	Uprooting	22"	20'	1	No															Mod		
			22"	20'	2	No															Mod		
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

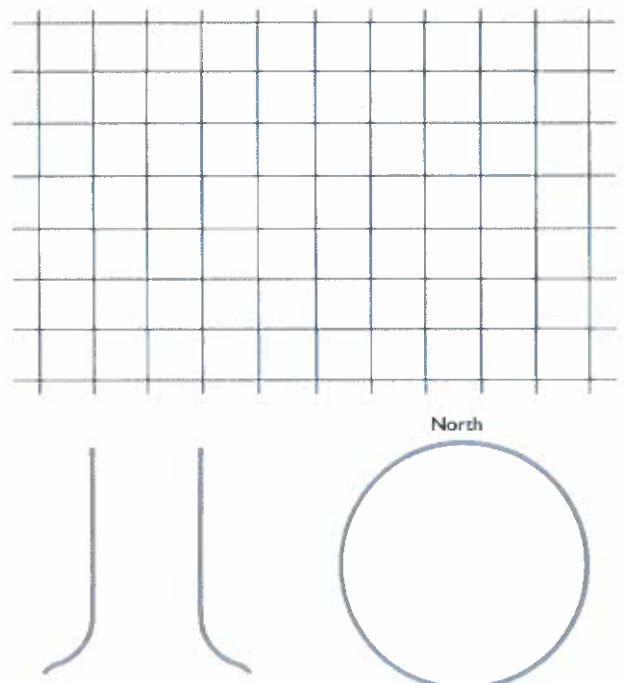
Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal _____ Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☐ High ☒ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation



Tree #5





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 5 Sheet 5 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 23" Height 40' Crown spread dia. 40'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1-rare 2-occasional 3-frequent 4-constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1x Ht.	Target within 1.5x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____% Chlorotic _____% Necrotic _____%
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☐ Large ☒
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____% Cracks ☐ Lightning damage ☐
 Dead twigs/branches ☒ 5 % overall Max. dia. 2" Codominant ☐ Included bark ☒
 Broken/Hangers Number 1 Max. dia. 1" Weak attachments ☐ Cavity/Nest hole _____% circ.
 Over-extended branches ☒ Previous branch failures ☐ (1) 2" diameter Similar branches present ☒
 Pruning history Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Crown cleaned ☒ Thinned ☐ Raised ☐ Conks ☐ Heartwood decay ☐
 Reduced ☐ Topped ☐ Lion-tailed ☒ Response growth _____
 Flush cuts ☐ Other _____

Main concern(s) Included bark on central lead, large deadwood, heavy limb weight on S leader (lowest limb), potential decay column in S leader (second lowest limb)

Load on defect N/A ☐ Minor ☒ Moderate ☐ Significant ☐

Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____% circ. Depth _____ Poor taper ☐
 Lean _____° Corrected? _____

Response growth _____

Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure

Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____% circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 2.5'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____

Main concern(s) Cut roots, largest (1.1" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure

Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)				Negligible	Minor	Significant	Severe	
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely					
1	Branch	Branch Failure	2"	15'	1	No		●						●		●					●		Mod
			2"	15'	2	No		●						●		●					●		Mod
2	Trunk	Trunk Failure	23"	20'	1	No	●							●		●						●	Low
			23"	20'	2	No	●							●		●						●	Low
3	Roots	Uprooting	23"	20'	1	No		●						●		●						●	Mod
			23"	20'	2	No		●						●		●						●	Mod
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

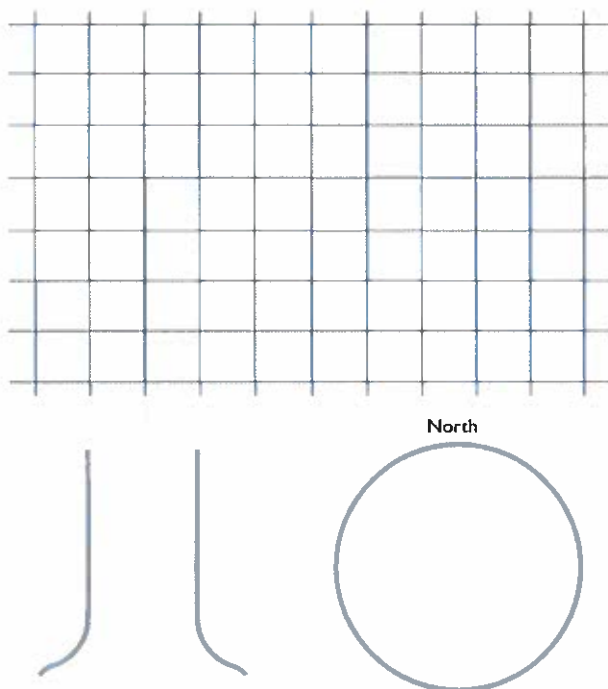
Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation



Tree #6





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 6 Sheet 6 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 22.5" Height 40' Crown spread dia. 35'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____% Chlorotic _____% Necrotic _____%
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____% Cracks ☐ Lightning damage ☐
 Dead twigs/branches ☒ 5 % overall Max. dia. 2" Codominant ☐ Included bark ☒
 Broken/Hangers Number 1 Max. dia. 1" Weak attachments ☐ Cavity/Nest hole _____% circ.
 Over-extended branches ☒ Previous branch failures ☒ (2) 2" diameter Similar branches present ☒
 Pruning history Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Crown cleaned ☒ Thinned ☐ Raised ☒ Conks ☐ Heartwood decay ☐
 Reduced ☐ Topped ☐ Lion-tailed ☐ Response growth _____
 Flush cuts ☐ Other _____

Main concern(s) 2 hanging branches, large deadwood, wound of Eastern limb from rubbing neighboring tree. Heavy limb weight on N limb.

Load on defect N/A ☐ Minor ☒ Moderate ☐ Significant ☐

Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☒ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____% circ. Depth _____ Poor taper ☐
 Lean _____° Corrected? _____

Response growth _____

Main concern(s) Included bark on SE leader

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐

Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____% circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 2'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____

Main concern(s) Cut roots, largest (2.7" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	2"	18'	1	No		●						●		●					●		Mod
			2"	18'	2	No		●						●		●					●		Mod
2	Trunk	Trunk Failure	22"	20'	1	No		●						●		●						●	Mod
			22"	20'	2	No		●						●		●						●	Mod
3	Roots	Uprooting	22"	20'	1	No		●						●		●						●	Mod
			22"	20'	2	No		●						●		●						●	Mod
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

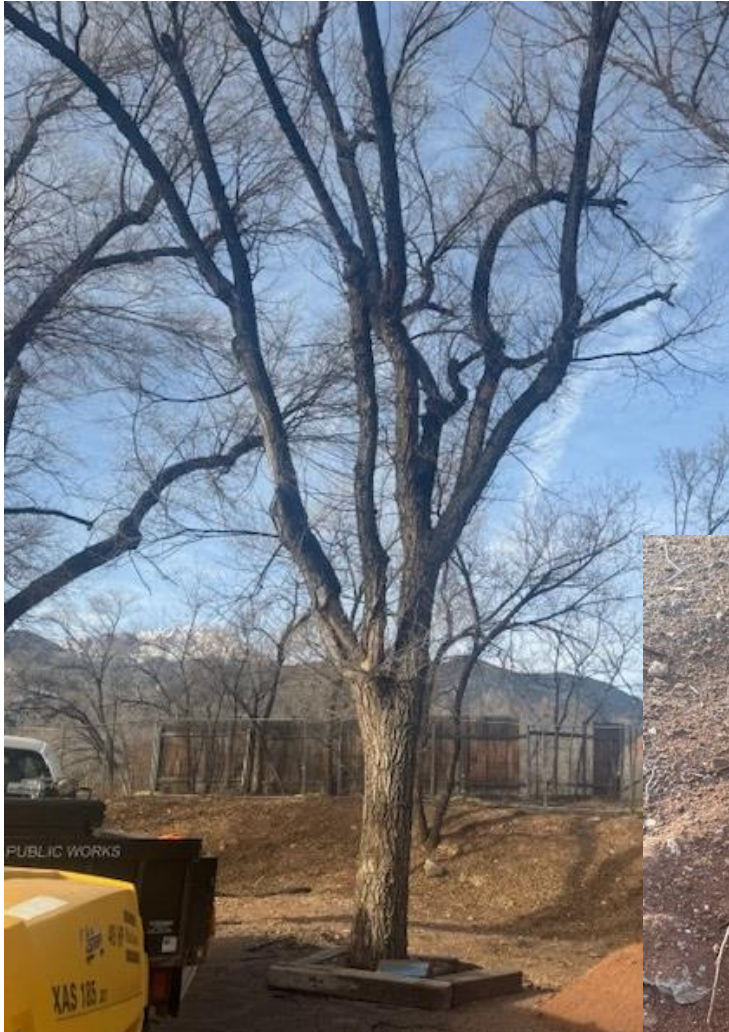
Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal Residual risk None
 Residual risk _____
 Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation

Tree #7





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 7 Sheet 7 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 18.75" Height 40' Crown spread dia. 38'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticeable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐
 Crown density Sparse ☒ Normal ☐ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ % Cracks ☐ Lightning damage ☐
 Dead twigs/branches ☒ 10 % overall Max. dia. 6" Codominant ☐ Included bark ☒
 Broken/Hangers Number _____ Max. dia. _____ Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Over-extended branches ☒ Previous branch failures ☐ Similar branches present ☐
 Pruning history Dead/Missing bark ☒ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Crown cleaned ☐ Thinned ☐ Raised ☒ Conks ☐ Heartwood decay ☐
 Reduced ☐ Topped ☒ Lion-tailed ☐ Response growth Callus wood around wound
 Flush cuts ☐ Other _____

Main concern(s) Large wounds on 2 leads East side of tree, large crack in central lead. Heavy limb weight throughout canopy.

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☒ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☒ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____

Response growth _____

Main concern(s) Included bark on SE leader

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☒ Depth 6" Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ % circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 5'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____

Main concern(s) Cut roots, largest (<1" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																		
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood											
							Failure				Impact				Failure & Impact (from Matrix 1)			
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely
1	Branch	Branch Failure	10"	20'	1	No	☐	☐	☒	☐	☐	☐	☐	☒	☐	☐	☒	☐
			10"	20'	2	No	☐	☐	☒	☐	☐	☐	☐	☒	☐	☐	☒	☐
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
2	Trunk	Trunk Failure	18.75"	20'	1	No	☒	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
			18.75"	20'	2	No	☒	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
3	Roots	Uprooting	18.75"	20'	1	No	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
			18.75"	20'	2	No	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
4							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☐ High ☒ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation

Tree #8





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 8 Sheet 8 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 24.5" Height 45' Crown spread dia. 50'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1-rare 2-occasional 3-frequent 4-constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____% Chlorotic _____% Necrotic _____%
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☐ Large ☒
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____% Cracks ☐ Lightning damage ☐
 Dead twigs/branches ☒ 5 % overall Max. dia. 7" Codominant ☐ Included bark ☒
 Broken/Hangers Number _____ Max. dia. _____ Weak attachments ☐ Cavity/Nest hole _____% circ.
 Over-extended branches ☒ Previous branch failures ☒ (1) 3" diameter Similar branches present ☐
 Pruning history Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Crown cleaned ☐ Thinned ☐ Raised ☒ Conks ☐ Heartwood decay ☐
 Reduced ☐ Topped ☐ Lion-tailed ☐ Response growth _____
 Flush cuts ☐ Other _____

Main concern(s) Large deadwood, over extended limbs, horizontal limbs, large wound on Nw leader and N leader.

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐

Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____% circ. Depth _____ Poor taper ☐
 Lean _____° Corrected? _____

Response growth _____

Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐

Likelihood of failure

Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____% circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 4'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____

Main concern(s) Cut roots, largest (2.8" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐

Likelihood of failure

Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	7"	15'	1	No	☐	☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☒	Mod	
			7"	15'	2	No	☐	☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☒	Mod	
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
2	Trunk	Trunk Failure	24.5"	22.5'	1	No	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Low	
			24.5"	22.5'	2	No	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Low	
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
3	Roots	Uprooting	24.5"	22.5'	1	No	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	Mod	
			24.5"	22.5'	2	No	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Mod	
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
4							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

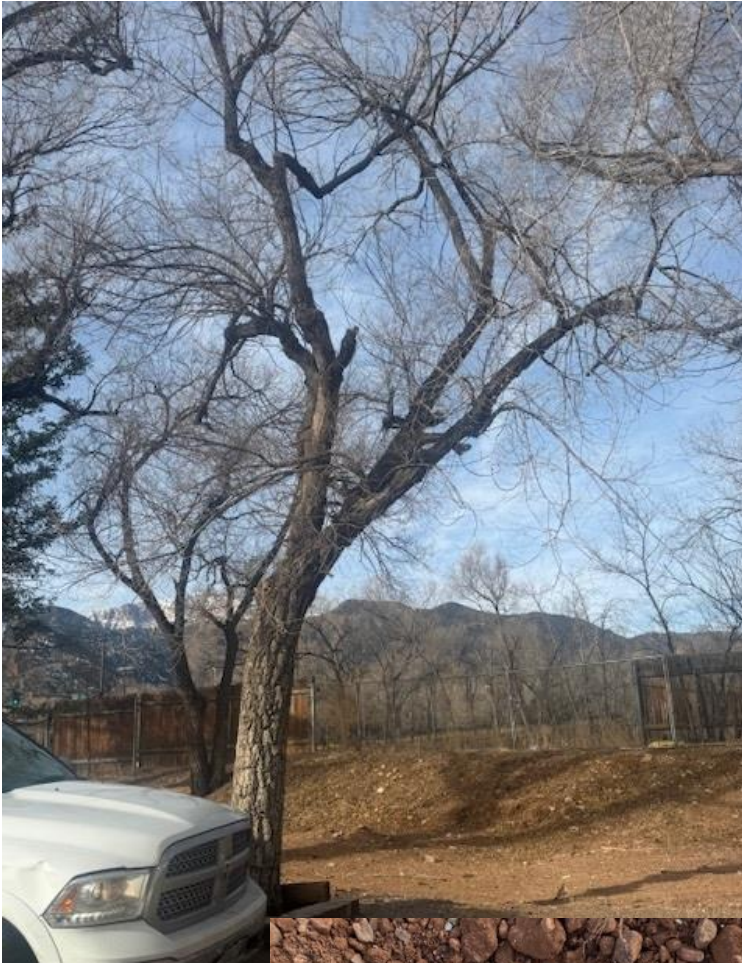
Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation

Tree #9





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 9 Sheet 9 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 19" Height 45' Crown spread dia. 28'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticeable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☒ Medium ☐ Large ☐
 Crown density Sparse ☒ Normal ☐ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
 Dead twigs/branches ☒ 5 % overall Max. dia. 2.5"
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches ☒
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☒
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☒
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☒ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____
 Main concern(s) Large wound on central and Northern leads.

Load on defect N/A ☐ Minor ☐ Moderate ☒ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____
 Response growth _____
 Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 3'
 Root plate lifting ☐ Soil weakness ☐
 Response growth _____
 Main concern(s) Cut roots, largest (<1" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	10"	22'	1	No	☐	☒	☐	☐	☐	☐	☐	☒	☐	☒	☐	☐	☐	☐	☐	Mod	
			10"	22'	2	No	☐	☒	☐	☐	☐	☐	☐	☒	☐	☒	☐	☐	☐	☐	☐	Mod	
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
2	Trunk	Trunk Failure	19"	22'	1	No	☒	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	Low	
			19"	22	2	No	☒	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	Low	
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
3	Roots	Uprooting	19"	22	1	No	☐	☒	☐	☐	☐	☐	☐	☒	☐	☒	☐	☐	☐	☐	☐	Mod	
			19"	22'	2	No	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	Mod	
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		
4							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			
							☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation

Tree #10





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 10 Sheet 10 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 28.25" Height 45' Crown spread dia. 48'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☐ Large ☒
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
 Dead twigs/branches ☒ 5 % overall Max. dia. 3.5"
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches ☒
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☒
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☒
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____
 Main concern(s) Large deadwood, large wound with slimeflux on E side leader. Heavy limb weight throughout canopy.

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____

Response growth _____
 Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stern girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☒ Distance from trunk 3'
 Root plate lifting ☐ Soil weakness ☐

Response growth _____
 Main concern(s) Cut roots, largest (<1" diameter)

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Inminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	10"	20'	1	No															Mod		
			10"	20'	2	No															Mod		
2	Trunk	Trunk Failure	28.25'	22'	1	No															Low		
			28.25'	22'	2	No															Low		
3	Roots	Uprooting	28.25'	22'	1	No															Mod		
			28.25'	22'	2	No															Mod		
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

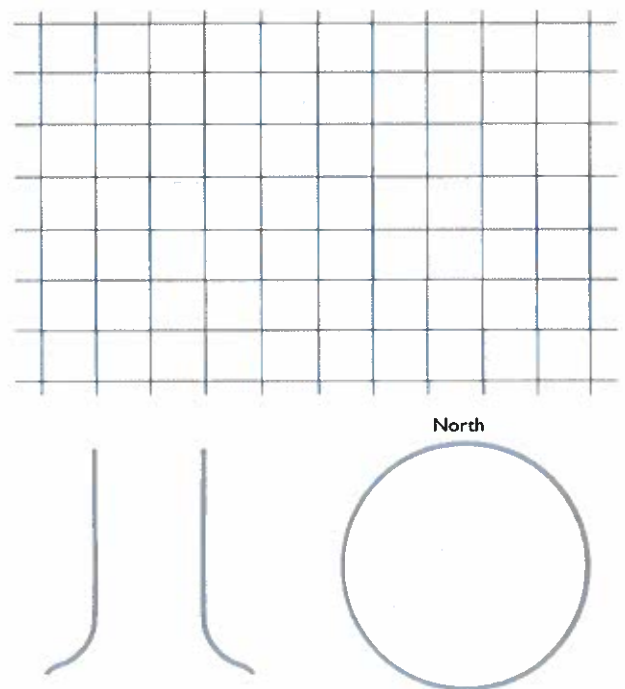
Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation



Tree #11





Basic Tree Risk Assessment Form

Client City of Manitou Springs Date 12/20/24 Time 12:00pm
 Address/Tree location 134 Manitou Ave Tree no. 11 Sheet 11 of 11
 Tree species Siberian Elm - Ulmus pumila dbh 4 stem - 62" Height 28' Crown spread dia. 35'
 Assessor(s) Brad Williams, Justin Popplewell Time frame 1 year Tools used Airspade, bucket truck

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1-rare 2-occasional 3-frequent 4-constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Vehicles	☒			3		Y
2	Pedestrians	☒			3		Y
3							
4							

Site Factors

History of failures Several noticeable previous branch failures Topography Flat ☒ Slope ☐ % Aspect S
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction W Common weather Strong winds ☒ Ice ☐ Snow ☒ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☐ Describe Siberian elm commonly have branch failures and included bark

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☐ Large ☒
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☐ Dense ☒ Vines/Mistletoe/Moss ☐
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
 Dead twigs/branches ☒ 15 % overall Max. dia. 3.5"
 Broken/Hangers Number 1 Max. dia. 2"
 Over-extended branches ☒
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☐
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☒
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____
 Main concern(s) Large deadwood and hangers

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☒ Included bark ☒ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____

Response growth _____
 Main concern(s) Codominant stems with included bark

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☒ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk _____
 Root plate lifting ☐ Soil weakness ☐

Response growth _____
 Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	Branch	Branch Failure	6"	15'	1	No															Mod		
			6"	15'	2	No															Mod		
2	Trunk	Trunk Failure	12"	20'	1	No															High		
			12"	20'	2	No															High		
3	Roots	Uprooting	12"	20'	1	No															Low		
			12"	20'	2	No															Low		
4																							

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

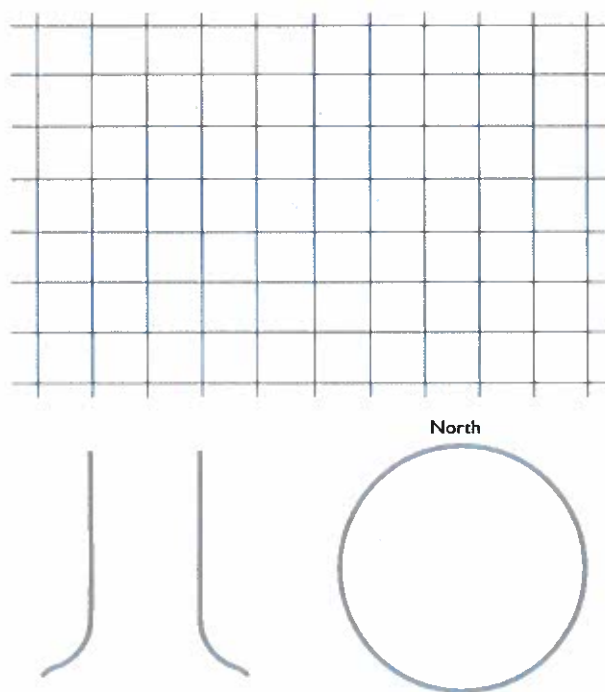
Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions _____

Mitigation options Pruning Residual risk Moderate
 Removal Residual risk None
 _____ Residual risk _____
 _____ Residual risk _____

Overall tree risk rating Low ☐ Moderate ☐ High ☒ Extreme ☐
 Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐
 Data ☒ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason _____
 Inspection limitations ☐ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe Visual root damage limited to area of excavation





Dillon Mobility Hub Design

CITY COUNCIL CHARETTE| JANUARY 7, 2025

PROJECT MANAGER: VANESSA VEDRAL

PRESENTED BY: VANESSA VEDRAL, MARK FERRARESE, AND JOSEPH PEREZ

Meeting Schedule



- Meeting Purpose
- Dillon Mobility Hub Project Status and Overview
- Design Discussion
- City Council Remarks

Purpose



- Working session for Council to provide direction on the Dillon Mobility Hub centerpiece features



Purpose Of Dillon

- **Primary Use:** Longer-term (4+ hrs.) parking for Incline, Cog Railway, Black Canyon Open Space & Fields Park
- **Goals:** Reduce congestion from out-of-town visitors in downtown and residential areas
 - Reduces the use of critical retail parking spots for all-day recreational parking
 - Provide access to Fields Park, Black Canyon & Creekwalk
- **Secondary Uses and Factors:**
 - City of Manitou Springs Mobility and Parking Department offices
 - Restrooms: increase the restroom capacity 12 new stalls
 - Community Activities: Farmers Markets, Food Trucks, etc.
 - School Drop Off
 - Long-term Parking for Downtown All-Day Users
 - Other



Dillon Project Timeline



Interim Lot:

Design

Permitting &
Procurement

Construct

Restroom:

Design

Permitting &
Procurement

Construction

Final Lot:

Design

Permitting & Procurement

Dillon Project Timeline – Key Dates

Interim Lot

- 1/8/2025 - Temp Use Permit – City Planning Commission (CPC)
- 3/18/2025 – Construction Contract Approval– City Council (CC)
- **6/01/2025** – Lot Available For Use (assumes 50 days for construction)

Restrooms

- 1/20/2025 – 100% Construction Documents
- 4/15/2025 – Construction Contract Approval – CC
- **8/11/2025** – Restrooms Available For Use (assumes 80 days for construction)

Final Lot Design and Permitting

- 1/7/2025 – Finalize Concept Site Plan – CC
- 7/9/2025 – Rezone, Subdivision, Major Development Plan (MDP) Hearing – CPC
- 7/15/2025 – Rezone, MDP Hearing - CC
- 8/5/2025 – Rezone Hearing 2 - CC

Final Lot Construction

- 10/8/2025 – 100% Construction Documents
- 1/20/2026 – Construction Contract Approval - CC
- TBD (Fall 2026) – Final Lot Open



The site plan illustrates the proposed subdivision of 140 Manitou Avenue. Key features include:

- Property Boundaries:** Dashed lines indicate the property boundary and the limits of disturbance.
- Easements:** A 10-foot building setback and a 10-foot landscape setback are shown. A 10-foot driveway easement is also indicated.
- Proposed Improvements:**
 - Proposed wood split rail fences along the perimeter and driveway.
 - Proposed concrete sidewalk and parking stalls.
 - Proposed vertical spill curb.
 - Proposed 6-inch concrete.
- Existing Features:**
 - Existing chain-link fence to be removed.
 - Existing gravel parking and drive area.
 - Existing trees to remain.
 - Existing 25-foot driveway to remain.
- Adjacent Properties:**
 - Schedule A: 140 Manitou Avenue (Owner: City of Manitou Springs).
 - Schedule B: 140 Manitou Avenue (Owner: City of Manitou Springs).
 - Schedule C: 140 Manitou Avenue (Owner: City of Manitou Springs).
- Other Notes:**
 - ADA route to bus stop at 140 Manitou Ave, Manitou Springs, CO 80829.
 - 15th St EX Building FFS 8279.55.
 - 16th St EX Building FFS 8230.00.

The site plan illustrates the proposed subdivision of 140 Manitou Avenue. Key features include:

- Property Boundaries:** Dashed magenta lines delineate the property boundaries, with a north arrow indicating orientation.
- Setbacks:** Various setbacks are marked, including a 10' building setback, 10' landscape setback, and 10' building setback.
- Proposed Structures:** Several proposed buildings are shown, including a 1575 SF building, a 1024 SF building, and a 1024 SF building.
- Existing Structures:** Existing structures are shown in black, including a 1024 SF building and a 1024 SF building.
- Easements:** Easements are shown, including a 10' easement and a 10' easement.
- Other Features:** Other features include a 10' easement, a 10' easement, and a 10' easement.



Interim Lot Conditions

- **Materials:** Dirt with parking bumpers for spot identification
- **ADA:** Paved parking stalls located in front of the restroom building
- **Restrooms:** Port-o-lets will be needed if lot opens prior to building renovation completion
- **Lighting:** Temporary modular solar generated lighting
- **Security:** Temporary LTE security cameras
- **Hours of Operation:** Daily 5:00am – 6:00pm (free after 6pm)
- **Timing (est.):**
 - Temporary Use Permit – Jan 2025 (*may need to be applied for another year in 2026*)
 - Begin Construction – Apr 2025
 - Open – Jun 2025
- **Routes: 3, 33, 36**
 - West bound 3,33, and 36 – Stop on Manitou Ave. in front of the Site (blue zone)
 - East bound 3 – Use existing stop at Beckers and Manitou Ave.
 - East bound 33, 36 – loop around Fields Park and drop off in blue zone

Dillon Interim Lot Phase (est.)



Year 1: June 2025- May 2026			
Parking Spaces	Revenue (est)*	Total Cost (est)	Profit
95	\$360,264	\$99,413	\$260,851
115	\$436,108	\$99,413	\$336,695

*Hiawatha Closure

Dillon Mobility Hub Phase 1 Funding and Construction Cost Estimates

Interim Lot and Building Renovation



Dillon Mobility Hub Interim Lot Capital Improvement Funds (est.)		
SOURCES	2025*	2026
Site/Parking Lot	\$500,000	\$450,000
Mobility and Parking*	\$500,000	\$450,000
Restroom and Office	\$800,000	\$0
Mobility and Parking*	\$800,000	
Total Funding	\$1,300,000	\$450,000
Construction Costs/ROMS (est)		
DESIGN	\$30,500	
INTERIM SITE/PARKING LOT ROM	\$369,315	
Site Lighting - Temp Solar	\$26,793	
Security - Temp Solar LTE	\$24,000	
Port-o-lets - Temp	\$9,249	
BATHROOMS & OFFICE ROM	\$800,000	
BRIDGE ROM		\$450,000
Total Cost	\$1,259,857	\$450,000

*Funding contingent on loan approval



Interim Lot Sunk Costs (est.)

- **Restrooms:** Port-o-lets
 - ~\$10,000: 5 units for 3 months
- **Lighting:** Temp Modular Solar-Generated *Options*
 - Rental: ~\$27,000: 4 units for 5 months
 - Purchase: ~\$72,000: 4 units
- **Security:** Temp Solar and Wireless Security System
 - ~\$12,000 (*solar panels and LTE subscription costs*)
- **Site Fencing:**
 - ~\$21,000
- **Design, Permitting, and Procurement Costs:** Civil and Electrical Engineering
 - ~\$30,000

Estimated Additional/Sunk Costs Related to Interim Lot: ~\$100,000 to \$150,000

Tree Assessments



- **City of Manitou Springs Arborist Assessment:**
 - Centerpiece Siberian Elms (#1-#10)
 - Conditions: Moderate
 - Recommended Removal of #1
 - Risk-level: Moderate
- **Tall Timbers Tree Service Assessment:**
 - Centerpiece Siberian Elms (#1-#10)
 - Conditions: Varies – overall minimal root damage
 - Recommended Removal of #7 and #9
 - Risk-level: Varies – See Tree Assessment Reports For Details
 - Large Siberian Elm: #11
 - High Risk – Removal is recommended





Tree Replacement Cost (est.)

- Replacement: Per code based on diameter at breast height (DBH)
 - 11 Siberian Elms = ~50-70 trees
- Cost of Planting (Est.)
 - Trees* = \$7,500 - \$35,000
 - Labor estimates = \$3,000 - \$10,000

Total = \$10,500 – \$45,000 (*roughly \$1K - \$4K per each tree removed*)

*Depending on tree species, size, and container type cost for planting can vary widely. Smaller containerized trees (5 or 10 gallon pots) are generally \$150-\$250 per tree. Larger ball and burlap trees are generally \$250-\$500 per tree.

Manitou Springs Core Values



- **Transportation and Mobility:**

- Provide a safe, multi-modal transportation network balancing the needs of residents, visitors, and businesses while complementing the natural environment and cultural history.

- **Land Use and Built Environment:**

- Development reflects the community's character, emphasizing sustainable technologies to enhance connectivity, public safety, and a strong sense of place.

- **Infrastructure and Public Services:**

- Investments in providing safe, inclusive, and engaging public spaces, facilities, and amenities encouraging community engagement and play.

- **Economic Development and Tourism:**

- Collaborative community committed to economic vitality and sustainability.

- **Arts and Culture:**

- The city fosters a vibrant arts scene, enriching lives through unique artistic and cultural experiences.

- **Health and Well-Being:**

- A place for health, healing, and overall well-being

Community Engagement Survey Questions



- **Question 1**

- Are you planning to utilize the Dillon Mobility Hub for (select all that apply).

- **Question 2**

- Are there services that the Dillon Mobility Hub as planned are missing? What should be added in the future?

- **Question 3**

- What color accents would you prefer in the Dillon Mobility Hub public restrooms building?

- **Question 4**

- What theme, subject, or other art element should the Dillon Mobility Hub's sculpture incorporate?

- **Question 5**

- Did the November 21st Dillon Mobility Hub Community Workshop answer your questions about the project? (Please skip this question if you did not attend the Workshop)

- **Question 6**

- What is your overall impression of the planned Dillon Mobility Hub?

- **Question 7**

- Please rate the quality of the November 21st Dillon Mobility Hub Community Workshop answer your questions about the project? (Please skip this question if you did not attend the Workshop)

- **Question 8**

- Please provide any additional comments concerning the Dillon Mobility Hub and/or the Community Workshop as desired.



Some Survey Question Responses

" Please use bus stop shelters with green space accommodation on top"

"Permeable surfaces, bio swales / rain garden"

"Satellite parking for downtown"

"Covered seating for drivers or people who biked / walked over to wait for bus or shuttle "

"Per recently approved Land Use Code, site should have a positive relationship to the creek with public access including a pedestrian/bike access to the Creek Path"

"Maintou art groups like Crane and the MAC should decide what art forms should be used"

"Very glad you added the ped[estrian] bridge to fields park, less interested in food trucks; more space for bus waiting; designate flex space that would otherwise be parking spots"

"More green space please"

Overview of Programs for Consideration



- Multi-modal Connectivity Features
- Comfort and Convenience
- Green and Relaxation Spaces
- Community-Oriented Features
- Safety and Navigation Enhancements
- Eco-Friendly
- Active Relaxation Spaces
- Interactive Features
- Enhanced Seating Options
- Designated Quiet Zones
- Community Gardening Features
- Biodiversity Support

Overview of Programs:

- **Eco-Friendly Design Elements:**

- Permeable pavement to manage storm water runoff
- Solar-powered lighting or charging stations
- Integration of recycled materials in site furnishings

- **Interactive Features:**

- Sensory gardens with fragrant and textured plants
- Educational signage or QR codes about local flora, fauna, and sustainability initiatives



Overview of Programs:

- **Multi-modal Connectivity Features :**

- Secure bike parking stations or bike lockers
- Bike repair stations with tools and air pumps
- Clearly marked bike lanes connecting the hub to local bike paths

- **Comfort and Convenience :**

- Weather-protected bus shelters
- Digital arrival/departure boards
- Water refill stations

- **Safety and Navigation :**

- Well-lit pathways and parking areas for safety at night
- Wayfinding signage for easy navigation within the hub
- ADA-compliant facilities, including ramps and tactile



Overview of Programs:

- **Green and Relaxation Spaces :**

- Small landscaped seating areas with shade trees and native plantings
- Pollinator-friendly garden patches to enhance aesthetics and ecological value
- Paved walking paths for short strolls while waiting

- **Community-Oriented Features :**

- Public art installations or murals to reflect local culture
- Information kiosks with maps, schedules, and local attractions
- Charging stations for phones and e-bikes



Overview of Programs:

- **Interactive Features:**

- Sensory gardens with fragrant and textured plants
- Interactive water features like fountains or misting poles to cool off in hot weather
- Educational signage or QR codes about local flora, fauna, and sustainability initiatives

- **Active Relaxation Spaces :**

- Outdoor fitness equipment or a small exercise zone
- Open grassy areas for yoga, stretching, or casual gatherings



Overview of Programs:

- **Enhanced Seating Options :**
 - Picnic tables or benches integrated into natural surroundings
 - Hammocks or swing chairs for a unique, relaxing experience
- **Designated Quiet Zones :**
 - Nooks surrounded by dense vegetation for individuals seeking solitude
 - Sound-buggering landscaping to minimize noise pollution from buses and traffic



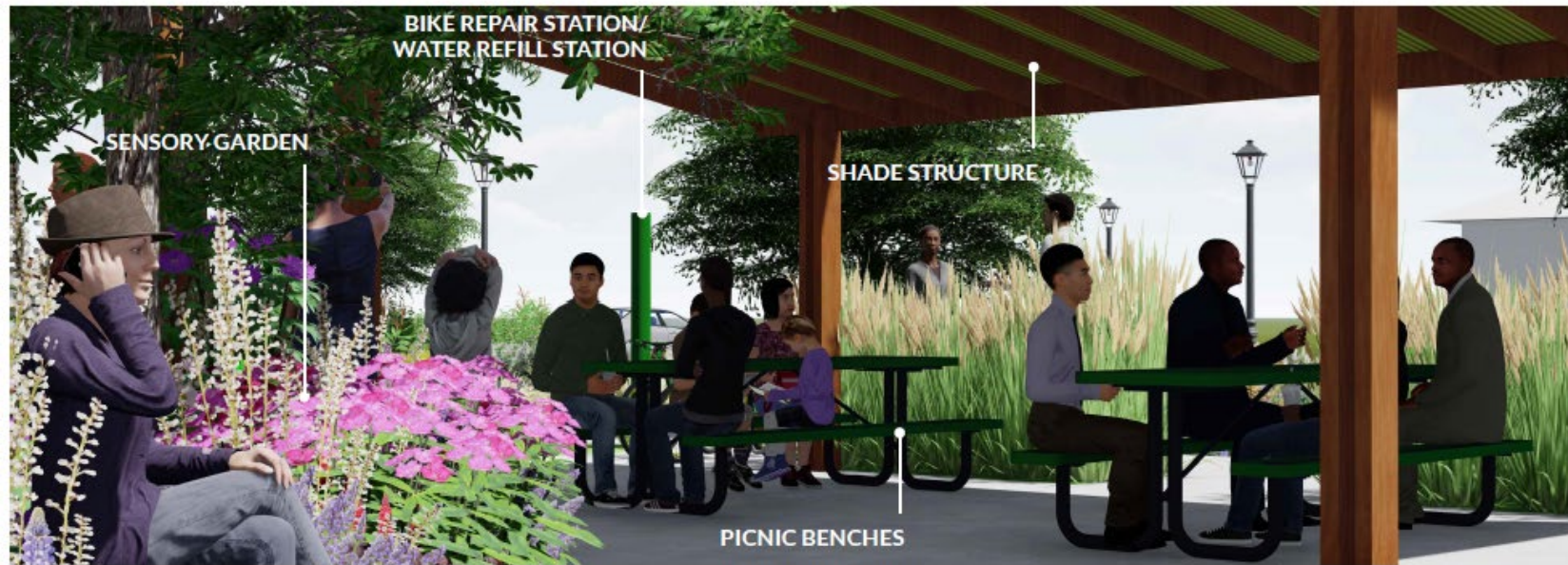
Overview of Programs:

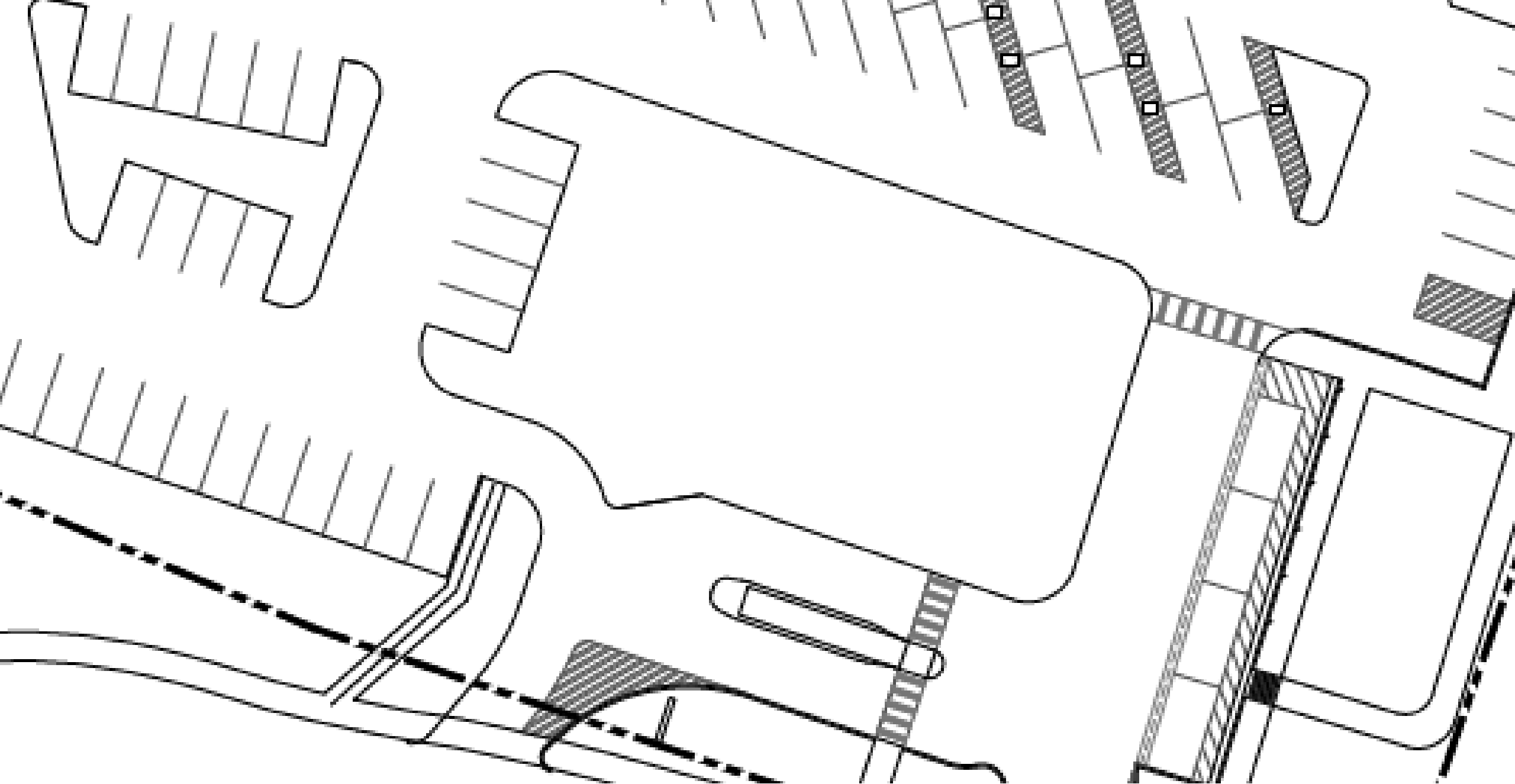
- **Community Gardening Features :**

- Raised planters or a small community garden where locals can plant herbs or flowers
- Opportunities for partnerships with schools or local organizations for garden upkeep

- **Biodiversity Support :**

- Butterfly or hummingbird attracting flower beds
- Wetlands or rain garden areas to support local wildlife
- Birdhouses, bat boxes, and insect hotels integrated into the design







Summary Site Programing

- **Programing Included:**

- Bus Hub: 3,33,36
- Parking: 4+hrs, ADA
- Pike Ride Station
- Public Restrooms (12 Stalls)
- Mobility and Parking Offices
- Creek Walk Connectivity To Fields Park (Walk And Roll)
- Green Space
- Bike Station

- **Programing to Consider:**

- School Drop-off/Pick-up
- Food Truck Venue
- Farmers Market
- Picnic Area
- Other



Summary Site Design Features

- **Design Features Included:**

- Bus Shelter
- Bridge To Fields Park (Walk And Roll)
- Bike Infrastructure (Lockers, Racks)
- Water Station
- EV Charging Stations
- Artwork – Sculpture
- Rain Gardens and Bioswales
- Pollination Gardens

- **Design Features to Consider:**

- Electrical And Wi-Fi For Food Trucks And Farmers Markets
- Artwork – Murals, Mosaics, etc.
- E-Bike Charging Stations
- Phone Charging Stations
- Picnic Tables
- Educational signage
- Other

Request For Direction



- Decision on keeping the 10 Siberian Elms centerpiece trees
- Decision on keeping the 1 Siberian Elm on 142 Lot in the Interim Phase
- Provide direction on the final centerpiece of the Dillon Mobility Hub



Questions

Dillon Property

Intermediate Lot Revenue Options



PRESENTATION BY:

JUAN ALVAREZ| MOBILITY AND PARKING DIRECTOR

Option 1: Incline Parking (Interim – 95 spaces)



Revenue Potential

Incline parking with shuttle directly to incline

	95 spaces – Revenue by Occupancy Rate				Revenue Range for 30 days
	100%	75%	50%	25%	
\$15/day	\$1425	\$1069	\$713	\$356	\$10,688 - \$42,750
\$20/day	\$1900	\$1425	\$950	\$475	\$14,250 – \$57,000
\$25/day	\$2375	\$1781	\$1188	\$594	\$17,813 – \$71,250
\$30/day	\$2850	\$2138	\$1425	\$713	\$21,375 – \$85,500

Hiawatha Lot - Average Daily Occupancy by Season

	Weekend	Weekdays
May 2024-June 2024	107.1%	34.7%
Oct 2023-Apr 2024	53.2%	22.4%
May 2023-Sep 2023	100.2%	65.4%

Where do Incliners park now?

Hiawatha Gardens

Free shuttle every 20 minutes

(6am-6pm) via Route 33

- 4 hours = \$7.50
- 5 hours = \$9.75
- 6 hours = \$15.00
- 7 hours = \$20.25
- 8 hours = 30.50

Iron Springs Chateau

- \$15/hr for 4 hours = \$60

Winter (6am-3pm) Incline Users

90/hr for 9 hours = 810 max/day

Summer (6am-6pm) Incline Users

90/hr for 12 hours = 1080 max/day

Option 2: Economy Parking

(Interim – 95 spaces)



Revenue Potential

Option 2: Economy Parking -add a tram stop

	95 spaces – Occupancy Rate				Revenue Range for 30 days
	100%	75%	50%	25%	
\$2/day	\$190	\$143	\$95	\$48	\$1,425 – \$5,700
\$3/day	\$285	\$214	\$143	\$71	\$2,138 – \$8,550
\$4/day	\$380	\$285	\$190	\$95	\$2,850 – \$11,400
\$5/day	\$475	\$356	\$238	\$119	\$3,563 – \$14,250

Economy Lot - Average Daily Occupancy by Season

	Weekend	Weekdays
May 2024-June 2024	35.9%	6.3%
Oct 2023-Apr 2024	12.5%	1.6%
May 2023-Sep 2023	64.1%	10.9%

Dillon Revenue and Expense Projections 2025-2027 (95 spaces)



	Revenue	Costs						Total Cost
	Parking (95 spaces)	Attendants Peak Season (2 PT)	Cleaning Maintenance (2 hrs/ day)	CIRSA Ins. (buildings only)	Utilities	Credit Card Fees	T2 Kiosks ParkingLogix Smarking Other Software	
Year 1 2025/2026	\$360,264* *Hiawatha Closure	\$33,480	\$13,000	\$2,220	\$3,500	\$7,000	\$40,213	\$99,413
Year 2 2027	\$180,132	\$35,000	\$14,000	\$2,500	\$3,900	\$3,500	\$7,500	\$66,400

Option 1: Incline Parking

(Interim – 115 spaces)

Revenue Potential

Incline parking with shuttle directly to incline

	115 spaces – Revenue by Occupancy Rate				Revenue Range for 30 days
	100%	75%	50%	25%	
\$15/day	\$1725	\$1294	\$863	\$431	\$12,938 - \$51,750
\$20/day	\$2300	\$1725	\$1150	\$575	\$17,250 – \$69,000
\$25/day	\$2875	\$2156	\$1438	\$719	\$21,563 – \$86,250
\$30/day	\$3450	\$2588	\$1725	\$863	\$25,875 – \$103,500

Hiawatha Lot - Average Daily Occupancy by Season

	Weekend	Weekdays
May 2024-June 2024	107.1%	34.7%
Oct 2023-Apr 2024	53.2%	22.4%
May 2023-Sep 2023	100.2%	65.4%



Where do Incliners park now?

Hiawatha Gardens

Free shuttle every 20 minutes

(6am-6pm) via Route 33

- 4 hours = \$7.50
- 5 hours = \$9.75
- 6 hours = \$15.00
- 7 hours = \$20.25
- 8 hours = 30.50

Iron Springs Chateau

- \$15/hr for 4 hours = \$60

Winter (6am-3pm) Incline Users

90/hr for 9 hours = 810 max/day

Summer (6am-6pm) Incline Users

90/hr for 12 hours = 1080 max/day

Option 2: Economy Parking

(Interim – 115 spaces)



Revenue Potential

Option 2: Economy Parking -add a tram stop

	115 spaces – Occupancy Rate				Revenue Range for 30 days
	100%	75%	50%	25%	
\$2/day	\$230	\$173	\$115	\$58	\$1,725 – \$6,900
\$3/day	\$345	\$259	\$173	\$86	\$2,588 – \$10,350
\$4/day	\$460	\$345	\$230	\$115	\$3,450 – \$13,800
\$5/day	\$575	\$431	\$288	\$144	\$4,313 – \$17,250

Economy Lot - Average Daily Occupancy by Season

	Weekend	Weekdays
May 2024-June 2024	35.9%	6.3%
Oct 2023-Apr 2024	12.5%	1.6%
May 2023-Sep 2023	64.1%	10.9%

Dillon Revenue and Expense Projections 2025-2027 (115 spaces)



	Revenue	Costs						Total Cost
	Parking (115 spaces)	Attendants Peak Season (2 PT)	Cleaning Maintenance (2 hrs/ day)	CIRSA Ins. (buildings only)	Utilities	Credit Card Fees	T2 Kiosks ParkingLogix Smarking Other Software	
Year 1 2025/2026	\$436,108* *Hiawatha Closure	\$33,480	\$13,000	\$2,220	\$3,500	\$7,000	\$40,213	\$99,413
Year 2 2027	\$218,054	\$35,000	\$14,000	\$2,500	\$3,900	\$3,500	\$7,500	\$66,400

Annual Revenue per Parking Space by Zone



Parking Zone	Number of Spaces	2023 Annual Parking Revenue	2023 Average Revenue Per Space	2024 YTD Jan - Sep
On-Street	414	\$1,865,319	\$4,506	\$1,522,295
Canon	46	\$110,443	\$2,401	\$58,930
Hiawatha	155	\$592,187	\$3,820	\$341,480
Barr	40	\$400,746	\$10,019	\$253,312

Occupancy Rates and Peak Times by Quarter (Parking Zones)



	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
	2023	2024	2023	2024	2023	2024	2023	2024
Premium	89.6%	69.3%	103.8%	81.6%	99.7%	67.7%	78.4%	
Standard	55.8%	43.6%	96.8%	91.0%	106.4%	96.8%	60.9%	
Economy	3.1%	10.9%	9.4%	57.8%	118.5%	53.1%	10.9%	
Barr Lot	68.2%	47.7%	68.2%	122.7%	113.6%	77.3%	100%	