MANITOU SPRINGS CITY COUNCIL
REGULAR MEETING 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	Mayor Pro Tem Natalie Johnson	January 6, 2026
Ward 2	Nancy Fortuin	January 6, 2026
Ward 3	Michelle Whetherhult	January 6, 2026

January 21, 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. Presentation of Warrants

2. January 7, 2025 City Council Regular Meeting Minutes

3. Consider Reappointing Colin McAllister to the Parks and Recreation Advisory Board

4. Consider Reappointing Jan Johnson to the Parks and Recreation Advisory Board

5. Requesting Approval of a Professional Services Agreement for Design Services with Rocksol Consulting Group Inc. for Emergency Repairs on Lover's Lane

6. Requesting Approval of a General Services Agreement with Thorcon Shotcrete and Shoring LLC for Emergency Repair Construction on Lover's Lane

G. PRESENTATION

1. Proclamation No. 0125, A Proclamation to Support the Infectious Generosity Movement

H. BUSINESS

1. Consider Appointing Nathan Nassif to the Housing Advisory Board

2. Consideration of Resolution No. 0325, A Resolution of the City of Manitou Springs, Colorado, Adopting an Amended Employee Handbook

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

J. CITY ADMINISTRATOR REPORT

K. EXECUTIVE SESSION

1. An Executive Session for the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, regarding the COG Railway and the reimbursement payments set forth in the Tax Incentive Program Agreement dated November 20, 2018.

2. An Executive Session for the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, regarding the Intergovernmental Agreement with the City of Colorado Springs concerning the Incline.

3. An Executive Session to hold a conference with the City Attorney for legal advice pursuant to Section 5.1(c) of the Manitou Springs Municipal Charter and for the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, concerning the Manitou Springs Metropolitan District's parking lots and restroom facilities.

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 Administrator.

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.

Historic
MANITOU
SPRINGS
AT THE FOOT OF PIKES PEAK

Memorandum

Title: Presentation of Warrants
From: Nicole Ortega, Finance Supervisor
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

January 21, 2025

Purpose:
To present warrants, written December 2024, to City Council.

Background:
City Code 4.2. Powers and duties of Council
...the Council shall have the responsibility and power to:
(d) Prepare and administer an annual budget, and post monthly in City Hall and make available to the public the line-by-line expenditures authorized by the Council.

Pros and Cons:
N/A

Fiscal Impact:
$2,526,571

Workload Impact:
15 Minutes

Recommended Action:
Acknowledge presentation of the warrants by approval of the Consent Calendar

Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
12/24	12/02/2024	20241659	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.01-	V
12/24	12/02/2024	20241660	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.10-	V
12/24	12/02/2024	20241661	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.02-	V
12/24	12/02/2024	20241662	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.03-	V
12/24	12/02/2024	20241663	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.04-	V
12/24	12/02/2024	20241664	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.05-	V
12/24	12/02/2024	20241665	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.06-	V
12/24	12/02/2024	20241666	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.07-	V
12/24	12/02/2024	20241667	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.08-	V
12/24	12/02/2024	20241668	20220845	TEST - CHASE CHECK TESTING VENDOR	10-202-100	1.09-	V
12/24	12/13/2024	20242561	1700049	PIKES PEAK MARATHON, INC	10-202-100	100.00-	V
12/24	12/13/2024	20242605	20220499	GGF	10-202-100	800.90-	V
12/24	12/02/2024	20242650	10064	WASTE CONNECTIONS	10-202-100	496.10-	V
12/24	12/02/2024	20242651	10065	WASTE CONNECTIONS	10-202-100	4,417.64-	V
12/24	12/02/2024	20242698	116	WEX / LOAF N JUG FUEL - PAID ON LINE	52-202-100	8,670.21-	V
12/24	12/05/2024	20242758	20200215	ALL COPY PRODUCTS	10-202-100	145.94	
12/24	12/05/2024	20242759	20220020	ALL COPY PRODUCTS	10-202-100	514.44	
12/24	12/05/2024	20242760	145701	ALL SEASON DOOR & GLASS	10-202-100	170.00	
12/24	12/05/2024	20242761	145724	AMAZON CAPITAL SERVICES	10-202-100	4,297.52	
12/24	12/05/2024	20242762	20220677	ARTAIC GROUP, LLC	39-202-100	11,785.00	
12/24	12/05/2024	20242763	20220880	AUTOMATED BUSINESS TECHNOLOGIES	10-202-100	11.61	
12/24	12/05/2024	20242764	20211028	BEAR'S ACCESS SOLUTIONS LLC	39-202-100	7,407.00	
12/24	12/05/2024	20242765	1410	BOBCAT OF THE ROCKIES	39-202-100	153,001.55	
12/24	12/05/2024	20242766	512	BOOT BARN	53-202-100	305.27	
12/24	12/05/2024	20242767	180023	BRANNAN SAND AND GRAVEL COMPANY LLC	55-202-100	6,227.62	
12/24	12/05/2024	20242768	726	BURLAP BAG	10-202-100	642.60	
12/24	12/05/2024	20242769	20221018	CAMPBELL, WENDI	10-202-100	307.49	
12/24	12/05/2024	20242770	1516	CASELLE INC	10-202-100	3,574.00	
12/24	12/05/2024	20242771	125	CEM SALES & SERVICE	10-202-100	988.95	
12/24	12/05/2024	20242772	690	CENTURYLINK	52-202-100	2,345.34	
12/24	12/05/2024	20242773	160403	CLARION ASSOCIATES LLC	10-202-100	10,939.41	
12/24	12/05/2024	20242774	350	COLORADO COMPRESSED GASES	10-202-100	840.00	
12/24	12/05/2024	20242775	665	COLORADO DIVISION OF FIRE PREVENTION	10-202-100	30.00	
12/24	12/05/2024	20242776	20220743	COLORADO SPRINGS BIKE SHOP	55-202-100	500.00	
12/24	12/05/2024	20242777	177	COLORADO SPRINGS UTILITIES	55-202-100	8,765.95	
12/24	12/05/2024	20242778	310	COLORADO SPRINGS WINWATER	52-202-100	1,644.20	
12/24	12/05/2024	20242779	642	CORE & MAIN LP	53-202-100	400.00	
12/24	12/05/2024	20242780	20220141	DESIGN EDGE PC	39-202-100	1,970.00	
12/24	12/05/2024	20242781	20220883	DIVISION OF CHILD SUPPORT	10-202-100	312.00	
12/24	12/05/2024	20242782	20221019	DOMERMUTH, PAULA	10-202-100	37.50	
12/24	12/05/2024	20242783	867	DREXEL, BARRELL & CO	23-202-100	2,717.50	
12/24	12/05/2024	20242784	144502	EON OFFICE PRODUCTS	10-202-100	42.59	
12/24	12/05/2024	20242785	20220022	ESO SOLUTIONS, INC	10-202-100	10,866.25	
12/24	12/05/2024	20242786	20216	FAMILY SUPPORT REGISTRY	10-202-100	274.14	
12/24	12/05/2024	20242787	160344	FLAIR DATA SYSTEMS	10-202-100	45,335.52	
12/24	12/05/2024	20242788	20221007	FORTIS GENERAL CONTRACTING LLC	55-202-100	18,211.23	
12/24	12/05/2024	20242789	682	FP MAILING SOLUTIONS	10-202-100	104.85	
12/24	12/05/2024	20242790	20221015	FRANCHO, ELIZABETH	10-202-100	500.00	
12/24	12/05/2024	20242791	188	GALLS, LLC	10-202-100	386.18	
12/24	12/05/2024	20242792	20220629	GALVANIZE RECYCLING	10-202-100	8,236.73	
12/24	12/05/2024	20242793	144799	GARDEN OF THE GODS ACE HARDWARE	52-202-100	51.33	
12/24	12/05/2024	20242794	346	GLASER WELDING / GLASER STEEL	55-202-100	109.60	
12/24	12/05/2024	20242795	150058	GOVERNMENT FINANCE OFFICERS ASSOC.	10-202-100	150.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/05/2024	20242796	148807	HOFFMANN, PARKER, WILSON & CARBERRY	10-202-100	13,846.16
12/24	12/05/2024	20242797	436	HOME DEPOT CREDIT SERVICES	10-202-100	1,941.03
12/24	12/05/2024	20242798	594	HORD, COPLAN, MACHT	25-202-100	10,845.81
12/24	12/05/2024	20242799	20221014	HOWARD, CHRIS	10-202-100	27.50
12/24	12/05/2024	20242800	20220966	ICON STRUCTURES INC	39-202-100	269,095.23
12/24	12/05/2024	20242801	20220432	IKON FIRE LLC	10-202-100	102.44
12/24	12/05/2024	20242802	20211021	J J KELLER & ASSOCIATES	55-202-100	1,072.07
12/24	12/05/2024	20242803	20220780	JOHN DEERE FINANCIAL	53-202-100	487.96
12/24	12/05/2024	20242804	160016	KIMLEY-HORN AND ASSOCIATES INC	23-202-100	7,198.75
12/24	12/05/2024	20242805	144638	KUMAR & ASSOCIATES, INC.	39-202-100	3,065.50
12/24	12/05/2024	20242806	144777	L.N. CURTIS & SONS	39-202-100	2,329.63
12/24	12/05/2024	20242807	965	LAMAR COMPANIES, THE	55-202-100	546.00
12/24	12/05/2024	20242808	20220682	LANDO EXCAVATION LLC	53-202-100	127,489.85
12/24	12/05/2024	20242809	20220037	LIFE INSURANCE CO OF NORTH AMERICA	10-202-100	1,028.58
12/24	12/05/2024	20242810	56	LOWE'S	10-202-100	357.02
12/24	12/05/2024	20242811	20221020	M&S CIVIL CONSULTANTS INC	54-202-100	1,920.00
12/24	12/05/2024	20242812	20220734	MALLORY SAFETY & SUPPLY LLC	10-202-100	102.00
12/24	12/05/2024	20242813	106	MANITOU SPRINGS CHAMBER OF COMMERCE	10-202-100	450.00
12/24	12/05/2024	20242814	1009	MARCUS ELECTRIC LLC	52-202-100	5,040.00
12/24	12/05/2024	20242815	142003	MASTER BLASTER, INC.	52-202-100	3,160.00
12/24	12/05/2024	20242816	20220651	MBI MEDICINE FOR BUSINESS & INDUSTRY	10-202-100	134.00
12/24	12/05/2024	20242817	504	MCKINNEY DOOR & HARDWARE INC.	39-202-100	421.16
12/24	12/05/2024	20242818	144558	MFCP INC.	52-202-100	352.07
12/24	12/05/2024	20242819	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	53.94
12/24	12/05/2024	20242820	145606	MILE HIGH ACE HARDWARE	10-202-100	146.97
12/24	12/05/2024	20242821	775	MUNICIPAL EMERGENCY SERVICES INC	10-202-100	711.99
12/24	12/05/2024	20242822	169	NAPA AUTO PARTS	10-202-100	98.94
12/24	12/05/2024	20242823	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	40.78
12/24	12/05/2024	20242824	20200031	ORTIVEZ, DANIEL G	74-202-100	500.00
12/24	12/05/2024	20242825	20220576	PIKES PEAK BULLETIN	10-202-100	2,340.00
12/24	12/05/2024	20242826	160025	PRODUCTION PRINTING D11	52-202-100	599.67
12/24	12/05/2024	20242827	20220913	PURCELL TIRE & SERVICE CENTERS	55-202-100	694.67
12/24	12/05/2024	20242828	194	RAMPART	10-202-100	240.63
12/24	12/05/2024	20242829	2021028	RATIO ARCHITECTS, LLC	39-202-100	35,465.54
12/24	12/05/2024	20242830	20220628	RED CANYON CALIBRATION LLC	52-202-100	80.00
12/24	12/05/2024	20242831	20220255	RED WOLF RELIABILITY, INC.	52-202-100	750.00
12/24	12/05/2024	20242832	672	REMCO EQUIPMENT CO	52-202-100	986.82
12/24	12/05/2024	20242833	749	RESPEC	52-202-100	2,690.00
12/24	12/05/2024	20242834	20221017	RICHARD, WILLIAM	10-202-100	281.10
12/24	12/05/2024	20242835	391	RICK'S GARDEN CENTER	10-202-100	298.99
12/24	12/05/2024	20242836	20221012	RIEGELMANN, EDWARD OR KATHERINE	01-202-100	2,000.00
12/24	12/05/2024	20242837	20221011	RMG-ROCKY MOUNTAIN GROUP	55-202-100	1,050.00
12/24	12/05/2024	20242838	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	185.26
12/24	12/05/2024	20242839	529	ROCKY MOUNTAIN RESERVE	10-202-100	140.25
12/24	12/05/2024	20242840	190	RODRIGUEZ, LARRY J	10-202-100	4,400.00
12/24	12/05/2024	20242841	20221016	RUMINSKI, PHILLIP	10-202-100	22.50
12/24	12/05/2024	20242842	2004	SHRED-IT USA	10-202-100	34.35
12/24	12/05/2024	20242843	20220843	STARGUARD ELITE LLC	10-202-100	50.00
12/24	12/05/2024	20242844	20200156	T2 SYSTEMS CANADA INC	55-202-100	4,832.50
12/24	12/05/2024	20242845	20220380	TAKE 5 CAR WASH	10-202-100	280.00
12/24	12/05/2024	20242846	160362	TARTAGLINI, ALDO J Ph.D.	10-202-100	225.00
12/24	12/05/2024	20242847	20220496	TECC PAINTING COMPANY	52-202-100	4,880.00
12/24	12/05/2024	20242848	20220751	TEMP FENCE USA	55-202-100	640.00
12/24	12/05/2024	20242849	20221013	TRAN, HOWARD	01-202-100	87.20
12/24	12/05/2024	20242850	20200170	UNITED SITE SERVICES	10-202-100	803.07
12/24	12/05/2024	20242851	144369	USDA FOREST SERVICE	52-202-100	394.01
12/24	12/05/2024	20242852	203	UTILITY NOTIFICATION CENTER OF COLORADO	52-202-100	116.10

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/05/2024	20242853	231	VERIZON WIRELESS	52-202-100	4,607.96
12/24	12/05/2024	20242854	160197	VERMEER SOUTH	10-202-100	73.44
12/24	12/05/2024	20242855	202195	WATTERS H20 SERVICES	52-202-100	5,575.00
12/24	12/05/2024	20242856	180029	WEAR PARTS & EQUIP CO., INC.	55-202-100	843.65
12/24	12/05/2024	20242857	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	1,605.49
12/24	12/05/2024	20242858	213	WHISLER INDUSTRIAL SUPPLY	52-202-100	27.07
12/24	12/05/2024	20242859	1503	WILLIE, MICHAEL DAVID	10-202-100	170.00
12/24	12/05/2024	20242860	551	XEROX FINANCIAL SERVICES	10-202-100	2,077.58
12/24	12/12/2024	20242863	106	MANITOU SPRINGS CHAMBER OF COMMERCE	10-202-100	4,325.00
12/24	12/12/2024	20242864	242	PETTY CASH - FINANCE	10-202-100	4,130.00
12/24	12/13/2024	20242867	683	AFFEKTIVE SOFTWARE LLC DBA DIGIQUATICS	10-202-100	1,645.08
12/24	12/13/2024	20242868	37	AFLAC	10-202-100	34.40
12/24	12/13/2024	20242869	145724	AMAZON CAPITAL SERVICES	10-202-100	342.72
12/24	12/13/2024	20242870	20220956	BASELINE ENGINEERING CORPORATION	10-202-100	2,083.50
12/24	12/13/2024	20242871	170	CIRSA	10-202-100	3,750.49
12/24	12/13/2024	20242872	144290	CITY OF COLORADO SPRINGS	10-202-100	8,775.00
12/24	12/13/2024	20242873	384	CLEARWAY ENERGY GROUP	74-202-100	2,791.86
12/24	12/13/2024	20242874	1124	CLEARWAY ENERGY GROUP LLC	52-202-100	2,485.12
12/24	12/13/2024	20242875	501	COLORADO CANYON SIGNS	10-202-100	1,835.00
12/24	12/13/2024	20242876	177	COLORADO SPRINGS UTILITIES	55-202-100	12,820.72
12/24	12/13/2024	20242877	2021019	CROSS POINT POLYGRAPH	10-202-100	175.00
12/24	12/13/2024	20242878	20221022	DAVID H ROOT	10-202-100	4,000.00
12/24	12/13/2024	20242879	20220883	DIVISION OF CHILD SUPPORT	10-202-100	312.00
12/24	12/13/2024	20242880	20216	FAMILY SUPPORT REGISTRY	10-202-100	274.14
12/24	12/13/2024	20242881	20220277	FCS GROUP	10-202-100	11,548.20
12/24	12/13/2024	20242882	160344	FLAIR DATA SYSTEMS	10-202-100	2,463.97
12/24	12/13/2024	20242883	20220781	FRYBERGER, DAVID	10-202-100	82.50
12/24	12/13/2024	20242884	188	GALLS, LLC	10-202-100	624.56
12/24	12/13/2024	20242885	20220499	GGF	10-202-100	800.90
12/24	12/13/2024	20242886	148807	HOFFMANN, PARKER, WILSON & CARBERRY	10-202-100	7,325.74
12/24	12/13/2024	20242887	436	HOME DEPOT CREDIT SERVICES	55-202-100	162.95
12/24	12/13/2024	20242888	144777	L.N. CURTIS & SONS	39-202-100	32,634.00
12/24	12/13/2024	20242889	43	LEGAL SHIELD	10-202-100	592.00
12/24	12/13/2024	20242890	160255	LIFEMED SAFETY, INC.	10-202-100	374.00
12/24	12/13/2024	20242891	1009	MARCUS ELECTRIC LLC	10-202-100	90.00
12/24	12/13/2024	20242892	20220651	MBI MEDICINE FOR BUSINESS & INDUSTRY	53-202-100	260.00
12/24	12/13/2024	20242893	20221021	MEYER & SAMS, INC.	52-202-100	5,327.00
12/24	12/13/2024	20242894	145606	MILE HIGH ACE HARDWARE	55-202-100	40.03
12/24	12/13/2024	20242895	20220280	MOTOROLA SOLUTIONS, INC.	55-202-100	700.00
12/24	12/13/2024	20242896	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	29.98
12/24	12/13/2024	20242897	1700049	PIKES PEAK MARATHON, INC	10-202-100	100.00
12/24	12/13/2024	20242898	20221023	PINNACLE CONSULTING GROUP, INC.	74-202-100	3,675.00
12/24	12/13/2024	20242899	18922	PREFERRED DOCUMENT SOLUTIONS	10-202-100	30.49
12/24	12/13/2024	20242900	17001	STAPLES BUSINESS ADVANTAGE	10-202-100	106.47
12/24	12/13/2024	20242901	20220387	STUTZMAN, KARA	10-202-100	300.00
12/24	12/13/2024	20242902	20200156	T2 SYSTEMS CANADA INC	55-202-100	5,995.11
12/24	12/13/2024	20242903	160263	TALL TIMBERS TREE & SHRUB SERVICE INC	74-202-100	15,560.00
12/24	12/13/2024	20242904	20220751	TEMP FENCE USA	55-202-100	310.00
12/24	12/13/2024	20242905	170078	TWIN BEARS	10-202-100	232.00
12/24	12/13/2024	20242906	20200170	UNITED SITE SERVICES	55-202-100	3,966.00
12/24	12/13/2024	20242907	10065	WASTE CONNECTIONS	74-202-100	75.00
12/24	12/13/2024	20242908	20220841	WINKELBLECH, NICHOLAS	10-202-100	395.00
12/24	12/13/2024	20242909	551	XEROX FINANCIAL SERVICES	10-202-100	1,952.37
12/24	12/16/2024	20242910	20220140	ECOSWEEPING INC	55-202-100	5,940.00
12/24	12/16/2024	20242911	180004	HARRIS, TRICIA	10-202-100	500.00
12/24	12/16/2024	20242912	774	HOWELL, DENISE	10-202-100	151.37
12/24	12/16/2024	20242913	20221024	PARRIS, ELIZABETH	10-202-100	500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
12/24	12/16/2024	20242914	231	VERIZON WIRELESS	52-202-100	4,870.82	
12/24	12/19/2024	20242915	2021044	ALL STAR DJS, LLC	10-202-100	750.00	
12/24	12/19/2024	20242916	20200132	ALLEN, MICHAEL T	10-202-100	812.50	
12/24	12/19/2024	20242917	145724	AMAZON CAPITAL SERVICES	10-202-100	149.81	
12/24	12/19/2024	20242918	20220035	AMERITAS LIFE INSURANCE COMPANY	10-202-100	831.20	
12/24	12/19/2024	20242919	20220036	AMERITAS LIFE INSURANCE CORP	10-202-100	2,847.26	
12/24	12/19/2024	20242920	170007	BLUE360 MEDIA	10-202-100	1,234.35	
12/24	12/19/2024	20242921	690	CENTURYLINK	52-202-100	2,345.34	
12/24	12/19/2024	20242922	20220928	CHARGEPOINT INC	55-202-100	730.00	
12/24	12/19/2024	20242923	170	CIRSA	10-202-100	1,000.00	
12/24	12/19/2024	20242924	144290	CITY OF COLORADO SPRINGS	55-202-100	9,225.00	
12/24	12/19/2024	20242925	451	COLORADO ANALYTICAL LABORATORY	52-202-100	455.00	
12/24	12/19/2024	20242926	177	COLORADO SPRINGS UTILITIES	53-202-100	84,055.24	
12/24	12/19/2024	20242927	20221025	DDR-33 INC	39-202-100	6,068.00	
12/24	12/19/2024	20242928	867	DREXEL, BARRELL & CO	10-202-100	472.50	
12/24	12/19/2024	20242929	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	52-202-100	336.00	
12/24	12/19/2024	20242930	646	FERGUSON WATERWORKS	52-202-100	289.20	
12/24	12/19/2024	20242931	160344	FLAIR DATA SYSTEMS	52-202-100	12,537.24	
12/24	12/19/2024	20242932	20220965	GSE CONSTRUCTION CO, INC	52-202-100	166,502.70	
12/24	12/19/2024	20242933	15009	JR ENGINEERING LLC	53-202-100	7,498.75	
12/24	12/19/2024	20242934	965	LAMAR COMPANIES, THE	55-202-100	546.00	
12/24	12/19/2024	20242935	1009	MARCUS ELECTRIC LLC	25-202-100	11,269.00	
12/24	12/19/2024	20242936	20220651	MBI MEDICINE FOR BUSINESS & INDUSTRY	10-202-100	134.00	
12/24	12/19/2024	20242937	20220280	MOTOROLA SOLUTIONS, INC.	55-202-100	350.00	
12/24	12/19/2024	20242938	242	PETTY CASH - FINANCE	52-202-100	5.59	
12/24	12/19/2024	20242939	20220647	RIDERS CONSTRUCTION	55-202-100	20,268.00	
12/24	12/19/2024	20242940	20220237	RYAN HERCO PRODUCTS CORP	52-202-100	146.93	
12/24	12/19/2024	20242941	20200287	SHELDON'S AUTO REPAIR	10-202-100	568.22	
12/24	12/19/2024	20242942	20200156	T2 SYSTEMS CANADA INC	55-202-100	171.00	
12/24	12/19/2024	20242943	1196	THE LANDSCAPER, LLC	55-202-100	9,820.00	
12/24	12/19/2024	20242944	20220739	THOMAS GENERAL CONTRACTORS	39-202-100	129,705.50	
12/24	12/19/2024	20242945	940	TIMBER LINE ELECTRIC	52-202-100	4,561.20	
12/24	12/19/2024	20242946	202195	WATTERS H20 SERVICES	52-202-100	5,190.00	
12/24	12/19/2024	20242947	20220750	WEBCEMETERIES	10-202-100	199.00	
12/24	12/11/2024	20242948	10064	WASTE CONNECTIONS	10-202-100	496.10	M
12/24	12/11/2024	20242949	10065	WASTE CONNECTIONS	10-202-100	4,417.64	M
12/24	12/23/2024	20242950	144506	ADVANCE AUTO PARTS	10-202-100	76.45	
12/24	12/23/2024	20242951	20220956	BASELINE ENGINEERING CORPORATION	10-202-100	581.75	
12/24	12/23/2024	20242952	20220763	FRANSEN PITTMAN GENERAL CONTRACTORS	39-202-100	1,025,936.51	
12/24	12/23/2024	20242953	142083	MCCANDLESS TRUCK CENTER LLC	10-202-100	13.91	
12/24	12/23/2024	20242954	1118	MELCON COMMUNICATIONS LLP	10-202-100	3,050.00	
12/24	12/23/2024	20242955	242	PETTY CASH - FINANCE	10-202-100	7.79	
12/24	12/23/2024	20242956	20220576	PIKES PEAK BULLETIN	10-202-100	535.00	
12/24	12/23/2024	20242957	749	RESPEC	52-202-100	30,061.36	
12/24	12/23/2024	20242958	529	ROCKY MOUNTAIN RESERVE	10-202-100	136.00	
12/24	12/23/2024	20242959	20221027	RYAN PERKINS	74-202-100	264.00	
12/24	12/23/2024	20242960	20220387	STUTZMAN, KARA	10-202-100	390.00	
12/24	12/23/2024	20242961	170078	TWIN BEARS	10-202-100	267.00	
Grand Totals:		215				2,526,570.67	

M = Manual Check, V = Void Check

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Memorandum

Title: January 7, 2025 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 21, 2025

Purpose:
To review and approve the meeting minutes from the January 7, 2025 City Council Meeting.

Background:
The City Council met in a regular session on January 7, 2025.

Pros and Cons:
N/A

Fiscal Impact:
None

Workload Impact:
Approximately two hours of staff time to attend the meeting and to prepare and review the minutes.

Recommended Action:
Approve the January 7, 2025 City Council regular meeting minutes through the approval of the consent calendar.

CITY OF MANITOU SPRINGS
CITY COUNCIL

Regular Meeting Minutes
606 Manitou Avenue
January 7, 2025

The City Council of Manitou Springs met in Regular Session on Tuesday, January 7, 2025, 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 Natalie Johnson

COUNCIL MEMBERS ABSENT FOR ROLL CALL:

Councilor John Shada (Arrived at 6:02 PM)
Councilor Julie Wolfe (Excused)
Councilor Michelle Whetherhult (Arrived at 6:22 PM)

A. CALL TO ORDER

Mayor Graham called the meeting to order at 6:00 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 amended with Section H (Police Department Swearing in Ceremony) and Item G4 (Ratification of the Election of the Manitou Springs Fire Chief and Oath of Office) before Section E (Public Comment). The motion was seconded by Councilor Chandler. The motion was carried unanimously (5-0).

H. POLICE DEPARTMENT SWEARING IN CEREMONY

Mayor Graham expressed appreciation for the Manitou Springs Police Department (MSPD) Officers and the services they provide for the community. He then proceeded with swearing in the MSPD Officers.

G4. Ratification of the Election of Manitou Springs Fire Chief and Oath of Office

Mayor Graham stated that the Fire Department elects the Fire Chief and that the City Council ratifies that vote. He proceeded to swear in Fire Chief Keith Buckmiller, Deputy Fire Chief John Forsett, and Assistant Fire Chief David Crawford. He presented a plaque to the new Deputy Fire Chief Forsett in recognition of the former Fire Chief's service. Mayor Graham expressed appreciation to the Fire Department on behalf of the City Council and the City of Manitou Springs.

Councilor Shada moved to ratify the election of the Manitou Springs Fire Chief. The motion was seconded by Councilor Chandler. The motion was carried (5-0).

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

Rich Block, 8700 North Street, Suite 310, Fishers, Indiana 46038, from Paragon, shared that the company owned the La Fon Property and shortly after purchasing the property the zoning code changed. He explained that they had applied for a density variance for apartments they intended to build on the site and that the variance was denied by the planning commission. Mr. Block requested the City Council consider changing the zoning code.

Megan Day, 12 Capital Avenue, shared that she has 16 years of experience in planning and is currently an alternate on the Planning Commission. She stated that generally and historically zoning codes have been exclusionary. She expressed concern about the Manitou Springs zoning code and stated that the current code prevents development of affordable housing due to different restrictions. She added that Manitou Springs teachers, firefighters, police officers and city staff cannot afford to live in the city, and that the population is aging and decreasing due to younger families being priced out. Ms. Day suggested that the City Council consider revising the zoning code and support community building development proposals, such as the Paragon Apartment proposal, by allowing variances.

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

Mayor Pro Tem Fortuin moved to approve the consent calendar as presented. The motion was seconded by Councilor Johnson. The motion carried unanimously (6-0).

G. BUSINESS

1. Nomination and Election of a Mayor Pro Tem and Alternate/Back-up Mayor Pro Tem

Mayor Graham shared that Mayor Pro Tem Fortuin indicated that she would like to step down from the Mayor Pro Tem role.

Councilor Chandler requested that the City Council consider postponing the nomination and election of Mayor Pro Tem to a meeting where the full City Council is present.

There was a brief discussion about the process for electing a Mayor Pro Tem and postponing the agenda item.

Councilor Shada moved to approve Councilor Johnson as Mayor Pro Tem and Mayor Pro Tem Fortuin as the Alternate/Back-up Mayor Pro Tem. The motion was seconded by Mayor Pro Tem Fortuin. The motion was carried (5-1) with Councilor Chandler as the dissenting vote.

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

Councilor Johnson moved to approve Resolution No. 0125, A Resolution Establishing the Locations for the Posting of Notices for the City of Manitou Springs, Colorado. The motion was seconded by Mayor Pro Tem Fortuin. The motion was carried unanimously (6-0).

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

Mayor Pro Tem Fortuin moved to approve Resolution No. 0225, A Resolution Appointing Council Members and Staff Liaisons to the Various Boards, Commissions, Committees, Agencies, and Organizations. The motion was seconded by Mayor Graham. The motion was carried unanimously (6-0).

I. ADJOURN REGULAR MEETING INTO WORK SESSION

With no other items to discuss, Mayor Pro Tem Fortuin moved to adjourn the meeting into a work session. The motion was seconded by Councilor Johnson. The motion was carried unanimously (6-0).

The regular meeting adjourned at 6:41 PM.

John Graham, Mayor

Attest:

Elena Krebs, City Clerk

Memorandum

Title: Consider Reappointing Colin McAllister to the Parks and Recreation Advisory Board

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

January 21, 2025

Purpose:

To review and consider approving Board Member McAllister's request for reappointment as a regular member of the Parks and Recreation Advisory Board (PARAB).

Background:

Board Member McAllister was appointed a regular Parks and Recreation Advisory Board member in June 2021. With his first term set to expire on February 28, 2025, he has submitted a request for reappointment.

Pros and Cons:

N/A

Fiscal Impact:

None

Workload Impact:

Minimal

Recommended Action:

Approve the reappointment of Colin McAllister as a regular member of the Parks and Recreation Advisory Board through the approval of the Consent Calendar.

Dear City Council,

I would like to extend my membership for another term on the Parks and Recreation Advisory Board.

Many thanks, Colin

Colin McAllister, D.M.A.

Humanities Program Director

Associate Professor of Music

[redacted]

https://vapa.uccs.edu/index/music/faculty/mcallister

UCCS University of Colorado
Colorado Springs

To: City Council

Re: Re-appointment to PARAB

January 2, 2025

Dear City Council,

I am requesting re-appointment to the PARAB, as my term officially expires Feb. 28, 2025.

There are a few other members whose terms are up as well, Vice Chair Timothy Bresnahan, Board Member Colin McAllister & Alternate Jan Johnson. I would like this letter to approve their re-appointments as well, should they submit their letters of intent to continue to serve another term.

We have accomplished a lot over the years, and hope to continue our successes.

Sincerely,

Danu Fatt

Memorandum

Title: Consider Reappointing Jan Johnson to the Parks and Recreation Advisory Board
From: City Clerk's Office
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

January 21, 2025

Purpose:

To review and consider approving Board Member Johnson's request for reappointment as an alternate member of the Parks and Recreation Advisory Board (PARAB).

Background:

Board Member Johnson has served on the Parks and Recreation Advisory Board since 2011, initially as a regular member before a status change to alternate in 2019. Board Member Johnson has requested reappointment as her current term expires on February 28, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None

Workload Impact:

Minimal

Recommended Action:

Approve the reappointment of Jan Johnson as an alternate member of the Parks and Recreation Advisory Board through the approval of the Consent Calendar.

Dear City Council,

Please consider this my term extension/reapplication to be an alternate for the Parks and Recreation Advisory Board.

Regards,

Jan Johnson

To: City Council

Re: Re-appointment to PARAB

January 2, 2025

Dear City Council,

I am requesting re-appointment to the PARAB, as my term officially expires Feb. 28, 2025.

There are a few other members whose terms are up as well, Vice Chair Timothy Bresnahan, Board Member Colin McAllister & Alternate Jan Johnson. I would like this letter to approve their re-appointments as well, should they submit their letters of intent to continue to serve another term.

We have accomplished a lot over the years, and hope to continue our successes.

Sincerely,

Danu Fatt

Memorandum

Title: Requesting Approval of a Professional Services Agreement for Design Services with Rocksol Consulting Group Inc. for Emergency Repairs on Lover's Lane

From: Andrew Morren, City Engineer

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 minutes

January 21, 2025

Purpose:

This contract is for the design portion of the emergency repairs required on Lover's Lane, which will cover both the emergency repair location and will incorporate a design for permanently fixing the remaining portion of the retaining wall when funding becomes available.

Background:

The streets department noticed a retaining wall failure they had been monitoring and reported it to us for repair. We immediately reached out to consultants and contractors who were capable of this type of work and were able to find two who were able to act on this emergency repair promptly. Please see the inserted picture of the Lover's Lane retaining wall section requiring emergency repair.

There will be two parts to this emergency repair on Lover's Lane to complete this permanent wall repair section. Rocksol will need to complete the geotechnical investigation, site survey, permitting, etc., for design so that Thorcon can complete the construction and stream diversion portion and complete their work on the wall next to the creek.

Pros and Cons:

Pro: Repairing the section of retaining wall on Lover's Lane will prevent future issues with the retaining wall and road section of Lover's Lane.

Con: There are no cons to approving this agreement. If the repair is not completed, further damages will occur to the retaining wall and roadway on Lover's Lane.

Fiscal Impact:

$159,416.32 (Funding from PPRTA Capital Funds)
Total PPRTA Capital Budget $555,286

Workload Impact:

The contractors will handle the design and construction repairs along with permitting for work next to the creek.

Recommended Action:

Approve the professional services agreement for design services with Rocksol Consulting Group Inc. for the emergency repairs on Lover's Lane through the approval of the Consent Calendar.

CITY OF MANITOU SPRINGS
Contract Checklist

City Department: Engineering Dept. Staff Member: Andrew Morren

Type of Contract: Professional Services Agreement 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: PPRTA 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: Rocksol Consulting Group Inc Professional Services for emergency wall repair on Lovers Lane along with remaining wall repair design after emergency location repair. See map of location and scope of services in Exhibit A

(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: Rocksol Consulting Group Inc Phone #: 303-962-9350

Agency/Business address: 12076 Grant Street (Street) Thornton (City) CO (State) 80241 (Zip)

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

Point of Contact: Dan Beltzer

Name & Relation to Agency /Business

Point of Contact Phone #: 303-570-3699 Point of Contact email: Beltzer@rocksol.com

Contract Effective Date: 01/08/2025 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: $ 159,416.32 Anticipated GL Gode: 26-499-735

(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*: ____________
  >$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: Emergency Repair that is sole sourced

Do Contract Terms include insurance coverage or bond requirement?

☐ No ☒ Yes

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

Are there exhibits included in this Contract?

☐ No ☒ Yes - # of Exhibits: 1 - List Exhibits:

- Exhibit A-Proposal and Scope ☒ Attached
- ____________ ☐ Attached
- ____________ ☐ Attached

☐ More exhibits – see following page for list of exhibits

Execution City Official name & title (*print*): ____________

Are Milestones included in this Contract?

☒ Yes ☐ No – state reason: ____________

Is a Payment Schedule included in this Contract?

☒ Yes ☐ No – state reason: ____________

Contract review by the City Administrator is <u>REQUIRED</u> 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*): Andrew Morren Date: ________

Comments: ____________

City Clerks Office Only

City Clerk – verified: ________

Destruction Date: ________

AGREEMENT FOR PROFESSIONAL SERVICES
(Single Project)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (Single Project) is made and entered into this **8th day of January, 2025,** by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Rocksol Consulting Group Inc.**, an independent consultant with a principal place of business at 12076 Grant Street, Thornton, CO 80241 and phone number of (303) 962-9300 ("Consultant") (collectively the "Parties").

WHEREAS, the City requires professional services; and

WHEREAS, Consultant has held itself out to the City as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. No change to the Scope of Services, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be completed on schedule as identified in **Exhibit A,** and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**,

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed **One Hundred Fifty-Nine Thousand Four Hundred Sixteen Dollars and Thirty-Two Cents ($159,416.32).** This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

B. Unless specified otherwise in **Exhibit A**, Consultant shall submit monthly statements requesting payment for work satisfactorily completed. Such requests shall be based upon the amount and value of the work and services satisfactorily performed by Consultant under this Agreement. Invoices shall be itemized and include hourly breakdowns for all personnel and other charges. The City shall remit payment within thirty (30) days of receipt of an invoice meeting the requirements set forth herein.

C. Final payment will be made after all documentation is received by the City, including but not limited to project closeout documents and all work is completed to the City's standards.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the City has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any of the work required under the Scope of Services without written approval from the City.

V. OWNERSHIP

A. The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the City and held as items of public record. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work. Consultant warrants that none of the work will infringe on any intellectual property rights of third parties and will be an original work, provide that to the extent that the work is not an original work, Consultant warrants that it has the full right, title, and interest, to grant a worldwide, irrevocable, royalty-free license to the City to use such non-original portions of the work.

B. Any content provided by Consultant as part of the Scope of Services that the City may post online for public access, as designated by the City in the Scope of Services, shall meet the Web Content Accessibility Guidelines (WCAG) 2.1 A & AA standards, as established by the World Wide Web Consortium (W3C) (the "*Accessibility Standards*"). The content must be designed and maintained to ensure its accessibility, operability, and usability for individuals with disabilities. In the event of non-compliance with this requirement, Consultant shall promptly provide the City with a digital version of such content that meets the Accessibility Standards at no additional cost to the City.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a City employee for any purposes.

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, one million dollars ($1,000,000) disease – policy limit, and one million dollars ($1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

C. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the City a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the City as additionally insured and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The City must have all certificates on file prior to start of any project.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the City may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TERMINATION

A. This Agreement shall terminate when all the work described in the Scope of Services is completed to the City's satisfaction or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Consultant for all work authorized and completed prior to the date of termination.

B. If Consultant defaults or fails or neglects to carry out the Agreement, or any part thereof, or fails to perform any provision of this Agreement, the City, after seven (7) days written notice to Consultant and without prejudice to any other remedy the City may have, may make good such deficiencies and may deduct the cost thereof, including compensation for any additional services made necessary thereby, from the payment then or thereafter due Consultant. Or, at the City's option after said notice, the City may terminate this Agreement and may finish the project by whatever method the City deems expedient, and if the unpaid balance of the compensation owed to Consultant at the time of termination exceeds the expense of finishing the project, such excess shall be paid to Contractor, but if such expense exceeds such unpaid balance, Consultant shall upon demand pay the difference to the City.

X. MISCELLANEOUS

A. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. **No Waiver**. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. **Integration.** This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications.

D. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

E. **Notice**. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, when sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement, or when sent via electronic mail to the following addresses upon receipt by the recipient:

To the City at **amorren@manitouspringsco.gov**

To Consultant at **golden@rocksol.com**

F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

H. **Assignment**. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. **Governmental Immunity.** The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. **Rights and Remedies**. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. **Subject to Annual Appropriations.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[*Remainder of page intentionally left blank. Signatures on following page.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF MANITOU SPRINGS, COLORADO

____

(John Graham- Mayor)

ATTEST:

____

Office of the City Clerk

CONSULTANT

____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement for Professional Services (Single Project) was subscribed, sworn to and acknowledged before me this _______ day of ________________, 20_____ by ________________________, as _________________ of ____________________________.

My commission expires:

(S E A L) ___________________________________

Notary Public

EXHIBIT A

SCOPE OF SERVICES

For details, see the attached Professional Services Proposal for Lovers Lane Retaining Wall Emergency Repairs, dated January 3rd 2025, consisting of 13 pages in total.

RockSol
Consulting Group, Inc.

January 3, 2025

Andrew Morren
City of Manitou Springs
606 Manitou Ave.
Manitou Springs, CO 80829

RE: Lovers Lane Retaining Wall Emergency Repairs
RockSol Proposal for Professional Services

Dear Andrew,

This proposal letter supplements and supersedes the original proposal submitted on December 12, 2024. At your request, we have removed construction management & materials testing (CM) from our scope of work. We understand that CM will not be provided by RockSol for the emergency work, and that a separate request for CM services for the reminder of wall repairs may be solicited once those plans are finalized. The remainder of the scope of work is unchanged and is summarized below. Our original proposal letter provides a more detailed description of the proposed services and is attached to this proposal as Exhibit 4 for reference. A project map and our two subconsultant proposals are also attached as Exhibits 1-3, respectively.

- Emergency repairs consist of diverting the creek, shotcreting voids, design & construct soil nail wall and scour protection at the partially collapsed section of wall.
- Remaining wall repairs will extend the soil nail wall & scour protection through the remainder of the wall and add a moment slab traffic barrier. A hydraulic analysis will be required to demonstrate a no-rise and obtain a 404 permit. Removal of a few very large trees and re-channelization is anticipated. Plans & specs will be developed in the traditional design-bid-build manner and advertised for construction.

We propose to provide these services in accordance with the terms and conditions of our on-call contract with the City, with an hourly not-to-exceed fee of $159,416.32 as outlined in the attached scope and fee worksheet. Please feel free to contact me if you have any questions, otherwise we look forward to your response at your earliest convenience.

Respectfully submitted,

Dan Beltzer, P.E.
Sr. Structural Engineer

Exhibit A

City of Manitou Springs -- Lovers Lane Wall Repairs

RockSol Consulting Group

	Structural			Civil		Geotechnical				Environmental		Admin				
Effort to Conduct Tasks needed to accomplish Scope of Work	Senior Structural Engineer	Structural Engineer III	Engineer-In-Training	Engineer II	Engineer I	Senior Geotechnical Engineer	Geotechnical Engineer I	Senior Geologist	Lab Manager	Environmental Manager	Environmental Specialist I	Project Control & Admin	**Subtotal Hours**	**Subtotal Fee**	**Subconsultants & Reimbursible Expenses**	**Total Fee**
All Disciplines. Note: NIC = Not Included	Beltzer	Adams	Taylor	Parks	Osborne	Hunt	Philips	Lepro	Gonser	Gentile	Updegraff	Bouley/Francis				
Billing Rate:	**$ 248.50**	**$ 219.50**	**$ 122.61**	**$ 173.44**	**$ 154.85**	**$ 269.92**	**$ 154.85**	**$ 171.83**	**$ 145.91**	**$ 178.19**	**$ 110.80**	**$ 110.89**				
A. Emergency Repairs - Design	**39**	**0**	**8**	**0**	**0**	**6**	**30**	**28**	**48**	**4**	**0**	**8**	**171**	**$ 30,352.20**	**$ 23,490.00**	**$ 53,842.20**
1. Site Evaluation & Proposal Preparation (already performed)	12					2				2			16	$ 3,878.22		$ 3,878.22
2. Project Initiation, Subconsultant & Contractor coordination	16											8	24	$ 4,863.12		$ 4,863.12
3. Geotechnical Investigation (Assume road closed by City for drilling operations)	1					4	30	28	48				111	$ 17,788.60	$ 6,000.00	$ 23,788.60
4. Site Survey (JR)													0	$ -	$ 17,490.00	$ 17,490.00
5. Develop Scour Mitigation Details	4		8										12	$ 1,974.88		$ 1,974.88
6. Contractor submittal reviews													0	$ -		$ -
Soil Nail Wall Design & Plans	4												4	$ 994.00		$ 994.00
Temporary Creek Diversion Plans	1									2			3	$ 604.88		$ 604.88
Maintenance of Traffic Plans (assume road will be closed)	1												1	$ 248.50		$ 248.50
B. Emergency Repairs - Construction Management	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
1. Construction Management (assume full time for 2-weeks)													0	$ -		$ -
2. Materials Testing (Assume 2 shotcrete & 2 grout samples tested for compression)													0	$ -		$ -
3. Engineering Support - address RFI's during construction													0	$ -		$ -
B. Remaining Wall Repairs - Design	**54**	**20**	**60**	**35**	**191**	**0**	**4**	**0**	**0**	**23**	**100**	**0**	**487**	**$ 76,610.12**	**$ 28,964.00**	**$ 105,574.12**
1. 90% Design & Plans													0	$ -		$ -
Title Sheet				1	3								4	$ 637.99		$ 637.99
Standard Plans List				1	2								3	$ 483.14		$ 483.14
General Notes				2	3								5	$ 811.43		$ 811.43
Summary of Approximate Quantities				1	6								7	$ 1,102.54		$ 1,102.54
Overall Site Plan	2			1	6								9	$ 1,599.54		$ 1,599.54
Typical Sections	2			2	6								10	$ 1,772.98		$ 1,772.98
Survey Tabulations				1	2								3	$ 483.14		$ 483.14
Survey Control Plan (JR)					1								1	$ 154.85		$ 154.85
Construction Details	1			4	8								13	$ 2,181.06		$ 2,181.06
Removal & Reset Plans (including channel diversion)	1			2	16								19	$ 3,072.98		$ 3,072.98
Utility Relocation Plans -- NIC -- assume all utilities to remain in place													0	$ -		$ -
Grading & Drainage Plans (including channel realignment)	2			2	20								24	$ 3,940.88		$ 3,940.88
Erosion & Sediment Control Plans				1	20					8	12		41	$ 6,025.56		$ 6,025.56
Stormwater Management Plans -- NIC -- assume < 1 acre													0	$ -		$ -
Construction Zone Traffic Control Plans (Assume road will be closed - barricades only)				1	4								5	$ 792.84		$ 792.84
Wall General Information	2		4										6	$ 987.44		$ 987.44
Engineering Geology	2						4						6	$ 1,116.40		$ 1,116.40
Wall Plan & Elevation	4		8		24								36	$ 5,691.28		$ 5,691.28
Wall Sections & Details - based on emergency wall plans	4		16										20	$ 2,955.76		$ 2,955.76
Scour Mitigation Details - based on emergency wall plans	2		4										6	$ 987.44		$ 987.44
Moment Slab Section & Details - includes railing terminals	2		8		10								20	$ 3,026.38		$ 3,026.38
Plan Check, Wall Independent Design Check, Quantity Check		20		6	6								32	$ 6,359.74		$ 6,359.74
2. Hydraulic Analysis (includes no-rise certification letter & floodplain development permit)	4			4	8								16	$ 2,926.56	$ 14,195.00	$ 17,121.56
3. Environmental													0	$ -		$ -
Wetlands Survey & Delineation										2	12		14	$ 1,685.98		$ 1,685.98
T&E Species Habitat Survey & Report										2	24		26	$ 3,015.58		$ 3,015.58
Historical Determination (Centennial)										1			1	$ 178.19	$ 14,769.00	$ 14,947.19
Wetlands Findings Report, Consultation with ACOE, 404 Permit Application										4	40		44	$ 5,144.76		$ 5,144.76
4. Specifications	4			4	16								24	$ 4,165.36		$ 4,165.36
5. Engineer's Opinion of Probable Construction Costs & Duration	4		8	2	8					2	4		28	$ 4,360.14		$ 4,360.14
6. Public Involvement -- NIC													0	$ -		$ -
7. 90% Review Meeting - assume virtual	2				2								4	$ 806.70		$ 806.70
8. 100% Design - address comments, revise plans & submit Advertisement Set Docs	8		12		16					2	8		46	$ 7,179.70		$ 7,179.70
9. Bid Phase (attend pre-bid meeting, address RFI's)	8				4					2			14	$ 2,963.78		$ 2,963.78
Hours Sub-Total for Task defined above	**93**	**20**	**68**	**35**	**191**	**6**	**34**	**28**	**48**	**27**	**100**	**8**	**658**			
Engineering Fee Sub-Total for Task defined above	**$ 23,110.50**	**$ 4,390.00**	**$ 8,337.48**	**$ 6,070.40**	**$ 29,576.35**	**$ 1,619.52**	**$ 5,264.90**	**$ 4,811.24**	**$ 7,003.68**	**$ 4,811.13**	**$ 11,080.00**	**$ 887.12**		**$ 106,962.32**	**$ 52,454.00**	**$ 159,416.32**

Updated 2025-01-03
1/3/2025


Untitled Map
Write a description for your map.
Exhibit 1 - Project Map
Legend
Lovers Lane Emergency Repair Limits
Lovers Lane Remaining Wall
Lovers Ln
Google Earth
Image © 2024 Airbus
80 ft
N

UNDERSTANDING

JR Engineering (JR) appreciates the opportunity to submit the following proposal for engineering and surveying services for the Lover's Lane Emergency Wall Repairs. JR Engineering understands that the City of Manitou Springs needs an emergency wall repair on the south side of Lover's Lane, which is the right bank of Fountain Creek. JR Engineering will perform topographic and boundary survey of the area for RockSol, and is planning to perform hydraulic modeling of Fountain Creek with supporting no-rise certification.

JR anticipates the following survey scope:

- Right-of-way/property line research
- Project control
- Utility locates
- Topo and utility survey
- CAD files with existing improvements and topography

APPROACH

JR Engineering will use the effective Upper Fountain Creek hydraulic modeling, which is the effective FEMA model for this reach of Fountain Creek, as a baseline for the no-rise analysis. We have this model on file from our past work in and around Fountain Creek and therefore we can help RockSol and the City achieve their emergency repair timeline by not needing to request data and mapping from FEMA.

JR will augment the effective modeling with the new topographic data to develop an existing conditions hydraulic model with additional cross-sections, as needed. We anticipate that the detailed existing conditions model will be acceptable by PPRBD as a baseline for comparison for the no-rise certification.

JR Engineering will coordinate with RockSol to obtain the proposed wall design and creek improvements in CAD format. We assume that RockSol will provide an updated CAD file, with proposed grading and clear depictions of the proposed improvements (AutoCAD Civil3D .dwg preferred). From this information, JR should be able to infer the dimensions and elevations of all proposed features.

JR will integrate the proposed design into the Fountain Creek hydraulic modeling to create a proposed conditions model. JR will coordinate with RockSol to inform the team on if the proposed improvements meet a no-rise condition, with recommendations. JR will revise the model accordingly, as needed, with new information provided by RockSol to achieve a no-rise condition. We have planned for two (2) proposed conditions modeling iterations – one initial design and one revised design.

JR will prepare a no-rise certification package for PPRBD and the City of Manitou Springs. We anticipate that the submittal will include Floodplain Development Permit application, No-Rise Certification Letter, modeling outputs, comparison tables, and a work map. We have budgeted for one (1) submittal and one (1) resubmittal to the City and PPRBD to achieve approval of the no-rise certification package.

COST OF SERVICES SUMMARY

The following are the summarized costs of engineering services. A Fee Schedule & Resource Allocation chart has been included that provides more detail of the person-hour breakdown for each individual task. This Scope of Services will be billed on a Not To Exceed Time and Material basis per the attached chart.

JR Engineering Services Cost:

Task 100: Project Management and Data Collection	
Horizontal and Vertical Control	$2,140.00
Boundary and Field Survey	$6,080.00
Utility Research and Locates	$3,230.00
Prepare Base Files	$2,690.00
Project Coordination and Meetings	$3,350.00
Subtotal Task 100	**$17,490.00**
Task 200: Hydraulic Analysis and No-Rise	
Prepare Existing Conditions Hydraulic Model	$1,930.00
Prepare Updated Base Drawings	$2,680.00
Prepare Proposed Conditions Hydraulic Model	$4,045.00
Prepare Floodplain Work Map	$2,430.00
Prepare Data Tables	$965.00
Prepare No-Rise Certification Letter	$1,730.00
Prepare Floodplain Development Permit	$415.00
Subtotal Task 200	**$14,195.00**
TOTAL COST	**$31,685.00**

ASSUMPTIONS AND ADDITIONAL SERVICES

1. JR considers any professional services that are not specifically included in the Work Plan/Scope of Services to be additional services that may be provided within a supplementary agreement that will be documented as a “Contract Amendment”.
2. JR has not included costs for applications and review fees for the City, County, State, U.S. Army Corps of Engineers, FEMA, U.S. Fish and Wildlife, Colorado Department of Health and Environment (CDPHE), Office of the State Engineer, or other agencies.
3. This cost includes two (2) rounds of retaining wall and creek improvement design iterations by the Client and two rounds of City comments/revisions.
4. The site is shown on FEMA Flood Insurance Rate Map (FIRM) FEMA FIRM 08041C0706G. Portions of the site are located in Zone AE, Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (base flood elevations determined). The site is partially located within regulatory floodway.
5. JR Engineering assumes that RockSol will provide an updated CAD file, with proposed grading and clear depictions of the proposed improvements (AutoCAD Civil3D .dwg preferred).
6. JR has not included costs for obtaining as-built surveyed information or for preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.
7. JR has not included design of the hydraulic structures, pipes, culverts, or walls associated with the Fountain Creek improvements. JR Engineering will evaluate the design prepared by others, and prepare hydraulic modeling pursuant to a no-rise certification.

8. JR Engineering has not accounted for any scour analysis of existing or proposed structures.
9. JR Engineering has not accounted for any design reports, hydraulic reports, floodplain studies, or any other design reports with this project.
10. There is no guarantee that the wall remediation and creek improvements proposed by others can be performed under a no-rise certification. If repeated design iterations fail to achieve no-rise, then next steps will be discussed to model additional design options or pursue a FEMA CLOMR.
11. JR Engineering has not included any 404 Permit coordination, U.S. Army Corps of Engineers coordination or pre-application meeting attendance, or permitting support efforts in this scope of work.

Exhibit A

J·R ENGINEERING

Fee Schedule & Resource Allocation

Lover's Lane Emergency Wall Repairs

City of Manitou Springs/RockSol

TASKS	WORK ITEM	JR Engineering					Sub-Consultant	Direct Expense	Totals
		Manager / Group Lead	Project Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		$215	$200	$175	$155	$190	L.S.	L.S.	
100	Project Management and Data Collection								
	Horizontal and Vertical Control				4.0	8.0			$2,140
	Boundary and Field Survey					32.0			$6,080
	Utility Research and Locates	2.0	14.0						$3,230
	Prepare Base Files	2.0	2.0		12.0				$2,690
	Project Coordination and Meetings	10.0	6.0						$3,350
	Subtotal								$17,490
200	Hydraulic Analysis and No-Rise								
	Prepare Existing Conditions Hydraulic Model	2.0	4.0	4.0					$1,930
	Prepare Updated Base Drawings w/ info from Engineer	2.0	6.0	6.0					$2,680
	Prepare Proposed Conditions Hydraulic Model (Assumed 2 Iterations)	3.0	10.0	8.0					$4,045
	Prepare Floodplain Workmap	2.0	3.0	8.0					$2,430
	Prepare Data Tables	1.0	2.0	2.0					$965
	Prepare No-Rise Certification Letter	2.0	3.0	4.0					$1,730
	Prepare Floodplain Development Permit	1.0	1.0						$415
	Subtotal								$14,195
	Total:	27	51	32	16	40			$31,685

CENTENNIAL ARCHAEOLOGY

300 E. Boardwalk, 4-C, Fort Collins, CO 80525 | Phone 1-970-225-6575 | Fax 1-970-225-6577 | www.centennialarchaeology.com

CULTURAL RESOURCE INVENTORY FOR PROPOSED EMERGENCY AND PERMANENT REPAIRS TO THE LOVERS LANE RETAINING WALL ALONG FOUNTAIN CREEK IN MANITOU SPRINGS, EL PASO COUNTY, COLORADO

Submitted to RockSol – December 11, 2024

Scope of Work and Assumptions

- A retaining wall along Fountain Creek and Lovers Lane in the City of Manitou Springs is crumbling in places and will require emergency repair. This retaining wall supports Lovers Lane and if it collapses, may result in injury to drivers on the road and damage to property.
- The proposed work will require Section 404 permitting under the Clean Water Act. Therefore, the U.S. Army Corps of Engineers (USACE) will serve as the lead federal agency. USACE will oversee compliance with Section 106 of the National Historic Preservation Act (NHPA) for the Section 404 permitting process.
- It is assumed that the project will essentially be divided into two phases: 1) an initial emergency repair and stabilization consisting of the installation of soil nails through the existing wall and creatin ga second wall outside of the first and extending an additional 6 inches outside of the wall, and 2) more extensive and permanent repairs and/or replacement of the retaining wall.
- The age of the existing wall is unknown, and the structure does not appear to have been recorded as an individual resource based on a preliminary review of the Compass Database. It should be noted that retaining walls are included in the Manitou Springs National Register District (5EP.530).
- The project extents have not yet been defined, but for costing purposes it is assumed that both the emergency and long term repairs will be confined to an area that is 220 ft in total length. If a larger area is ultimately included, additional costs will be negotiated as part of a change order.
- A Class I file search and literature review will be completed for the project area surrounded by a 0.25-mile buffer. The Class I file search data will consist of a GIS clip of known sites and surveys from the Office of Archaeology and Historic Preservation (OAHP), and a search of the OAHP's online Compass database, as well as a review of historic General Land Office (GLO) survey plats, USGS topographic maps, and other relevant data sources.
- Based on a preliminary Class I review through the online Compass map viewer, the project area is located within the boundaries of the Manitou Springs Historic District (5EP530). The buildings immediately adjacent to the project area meet the minimum age criterion as does a bridge and Lovers Lane itself.
- It is assumed that the entire APE will require Class III (intensive) pedestrian inventory, which will meet all applicable USACE and SHPO/OAHP standards and guidelines.
- All cultural resources over 50 years in age will be documented on OAHP survey forms.
- It is assumed that the emergency work phase will consist of a file search, consultation with the USACE including a single virtual meeting. It is further assumed that emergency documentation and preparation of a technical report just for the retaining wall will be required and that this work will

need to occur before the larger project footprint is defined. It is assumed that a single archaeologist can complete the emergency cultural resource inventory in one day, including travel from Centennial's office and all site recording time.

  - It is assumed that the only cultural resource that will require documentation as part of the emergency phase is the retaining wall. Deliverables will accordingly consist of a single summary letter report and the OAHP inventory form for the retaining wall.

- It is assumed that the larger Class III inventory will result in the documentation of a maximum of two additional linear resources and up to Three architectural properties including an ownership trace. If documentation of more than five additional resources (2 linear and 3 architectural) is required, additional costs will be negotiated as part of a change order. It is assumed that this work can be conducted in two days by a single supervisory cultural resource specialist.
- If the USACE requires less field or reporting effort than is outlined in these assumptions, the project costs will be correspondingly lower.
- Project deliverables for the permanent repairs will consist of a full Class III technical report, site forms, and GIS shapefiles of the survey area and cultural resources.
- It is assumed that the USACE will be responsible for all Section 106 consultation with the SHPO and Tribes.
- It is assumed that all deliverables will be submitted digitally and that no printing or distribution costs will be incurred.
- It is assumed that there will be no barriers, either legal or physical, to the project areas, and that access to private land will have been prearranged by RockSol prior to the initiation of fieldwork. If permission to access to private land is to be completed by Centennial, additional effort may require a change order.
- It is assumed that the ground will be clear and free of snow during all fieldwork.

Cost Proposal on Next Page

Exhibit A

Cost Proposal

Labor				
Position	**No. of Hours**		**Rate per Hour**	**Subtotal**
Principal Investigator	8	@	$118.00	$944.00
Project Director	68	@	$90.00	$6,120.00
Technical Editor	6	@	$80.00	$480.00
GIS Specialist	16	@	$80.00	$1,280.00
Historian	40	@	$75.00	$3,000.00
Laboratory/Report Technician II	8	@	$55.00	$440.00
			Labor Subtotal	**$12,264.00**

Other Direct Costs (ODC)				
Vehicle Cost	**Days**		**Rate Per Day**	**Subtotal**
Vehicle Cost	3	@	$175.00	$525.00
Living Expenses	**Person-Days**		**Rate Per Day**	**Subtotal**
Lodging	1	@	$1,745.00	$1,745.00
Meals	1	@	$60.00	$60.00
Miscellaneous	**Days**		**Rate Per Day**	**Subtotal**
GPS/Survey Equipment (per unit)	3	@	$50.00	$150.00
OAHP File Search Request	*at cost*		*estimate*	$25.00
			ODC Subtotal	**$2,505.00**

TOTAL COST	**$14,769.00**

Exhibit 4 - Original Proposal Letter

Exhibit A

RockSol Consulting Group, Inc.

December 12, 2024

Andrew Morren
City of Manitou Springs
606 Manitou Ave.
Manitou Springs, CO 80829

RE: Lovers Lane Retaining Wall Emergency Repairs
RockSol Proposal for Professional Services

Dear Andrew,

We understand that a section of retaining wall along Lovers Lane, adjacent to Fountain Creek, has partially collapsed, necessitating an emergency declaration. This declaration allows Manitou Springs to sole source qualified design firms and contractors to expedite repairs. Representatives from RockSol Consulting Group, Inc. (RockSol) and the City of Manitou Springs (City) met on site on November 4th. The following observations and recommendations were discussed:

- Potential permanent repair alternates were discussed. The preferred approach consists of first diverting Fountain Creek adjacent to the collapsed wall section, then spraying shotcrete into any scour holes and voids formed by the partial wall collapse to stabilize the structure, then installing a soil nail wall, and then performing scour mitigation. This work will infringe approximately 6" into the Fountain Creek channel. Scour mitigation will be determined based on the results of a geotechnical investigation and conditions observed once the Creek is diverted. These repairs will constitute a wall replacement, abandoning the existing wall in place.
- It was noted that although only a portion of the wall qualifies for an emergency declaration, the entire wall is in a state of disrepair. It is at least partially undermined by scour, is bowing and bulging towards the Creek, and has previously undergone at least one tieback retrofit. It would therefore be desirable to perform permanent repairs to the entire wall, budget permitting.
- Upstream of the wall, the channel is constricted by trees and root structures. It would be ideal to remove these constrictions and regrade portions of the creek to minimize scour potential.
- The existing wall also acts as a roadway barrier to protect cars from going into the creek. However, the barrier lacks adequate height and strength and should be replaced. Because there is inadequate roadway width to install guardrail, a moment slab would be the preferred option. This consists of a CDOT Type 9 or Type 10 bridge rail anchored to an 8' wide concrete slab, and the existing roadway width would be maintained.
- RockSol agreed to reach out to a qualified contractor to solicit costs for both an emergency repair and repair of the entire wall. The City has agreed that the geotechnical investigation and survey limits should include the entire wall and not just the emergency repair limits.

Subsequent to the November 4th site visit, RockSol's environmental lead, Lauren Gentile, has reached out to the ACOE and visited the site to assess permitting requirements/limitations.

Lauren believes that emergency work can commence immediately and be self-monitored for environmental compliance. Due to the channel constriction at the upstream end of the wall and the fact that the preferred repair will impede further into the channel, however, Lauren believes a Nationwide 404 permit will be required prior to repairing the remainder of the wall. This permit will be predicated upon a hydraulic analysis demonstrating the proposed work will result in a no-rise determination. To achieve a no-rise, we anticipate it will be necessary to remove existing trees and regrade the channel. Due to the time required to perform this analysis and get approval from the ACOE, this likely negates the option of performing repairs to the entire wall concurrent with the emergency repairs. Our proposed scope of work is outlined below. Unless noted otherwise, RockSol will provide these services:

<u>Emergency Repairs:</u>

- Perform a site topographic survey along the entire wall and immediately upstream of the wall. The road, wall and channel will be surveyed. Right-of-way property lines will be researched, and utilities will be located. JR Engineering (JR) will perform these services.
- Perform a geotechnical investigation. We anticipate four to six borings along the wall. Some of the borings will be immediately behind the wall and some will be along the opposite side of the road to determine an approximate bedrock profile along with obtaining soil samples for laboratory testing. It is noted that there is an overhead utility that may preclude taking borings in the most ideal locations. A geotechnical report will be prepared to summarize findings and provide wall design recommendations.
- Design/build contractor coordination. We have solicited Thorcon Shotcrete and Shoring, LLC (Thorcon) to verify the project approach, discuss the optimal design path and provide the construction costs for the two construction options. Both RockSol and Thorcon are qualified to perform the design, but we believe it will be more expedient for Thorcon to perform the design. Their design will be based on the survey and geotechnical investigation findings and will be submitted to RockSol and the City for approval. The method of water diversion and containment of contaminates will also be submitted to RockSol and the City for approval.
- Construction management. RockSol personnel will perform day-to-day oversight of Thorcon's work to ensure compliance with approved construction documents and City requirements.
- Materials testing. We anticipate obtaining two samples of shotcrete and testing for compressive strength.

<u>Remaining Wall Repairs:</u> Due to the need for a Nationwide 404 permit, the remainder of the wall will be repaired at a future date. However, we propose to perform the design services at this time to develop the necessary plans for Advertisement at the City's earliest convenience. We assume the remaining wall repairs will be performed under a conventional design-bid-build approach and the contractor cannot be sole sourced.

- No additional survey or geotechnical work is anticipated. It is also anticipated that the soil nail wall design will be applicable to the remainder of the wall and plans need only be updated for the remaining wall limits.
- Civil design and hydraulic analysis. RockSol will perform the civil design in concert with JR's hydraulic analysis. A channel realignment will be designed based on the removal of

certain trees that currently constrict flow. It is anticipated that the realignment may impede into the existing parking lot at the northwest corner and/or that the existing block wall may need to be extended further downstream. JR will perform an existing and proposed conditions hydraulic analysis to verify a no-rise condition has been met. A few iterations of the civil design may be required until the desired outcome has been achieved.

- Civil plans. RockSol will develop civil/structural plans and will assist in the City's advertisement for construction. JR will provide a no-rise certification and will also develop the barrier moment slab plans and details, which will run the entire length of the wall.
- Environmental compliance. We will coordinate with the ACOE to obtain a nationwide 404 permit. The 404 permit will also require a threatened and endangered species assessment and cultural resource impacts assessment. Manitou Springs has been designated as critical habitat for the Mexican spotted owl. Coordination may be required with USFWS. Manitou Springs is also a historic district. Centennial Archaeology will complete the historic resources determination of effects and documentation as needed.
- Contractor coordination, construction management and materials testing. These services will be the same as for the emergency repairs.

We propose to provide these services in accordance with the terms and conditions of our on-call contract with the City. As requested, we have broken our fee into four (4) potential phases as depicted in the attached scope & fee spreadsheet, which includes our assumptions and exclusions. Also attached is a display of the emergency wall repair limits and full wall length, and subconsultant proposals. We are prepared to perform only those phases as requested by the City.

Respectfully submitted,

Dan Beltzer

Dan Beltzer, P.E.
Sr. Structural Engineer

Memorandum

Title: Requesting Approval of a General Services Agreement with Thorcon Shotcrete and Shoring LLC for Emergency Repair Construction on Lover's Lane
From: Andrew Morren, City Engineer
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 minutes

January 21, 2025

Purpose:

This contract is for the construction and creek diversion portion of the emergency repairs required on Lover's Lane retaining wall.

Background:

This stage of the project will commence after Rocksol completes their design portion of the emergency retaining wall repair design services. Thorcon will complete the construction and stream diversion portion to complete their work on the wall next to the creek.

Pros and Cons:

Pro: Repairing the section of retaining wall on Lover's Lane will prevent future issues with the retaining wall and road section of Lover's Lane.

Con: There are no cons to approving this agreement. If the repair is not completed, further damages will occur to the retaining wall and roadway on Lover's Lane.

Fiscal Impact:

$350,000.00 (Funding from PPRTA Capital Funds)
Total PPRTA Capital Budget $555,286

Workload Impact:

The contractors will handle design and construction repairs along with permitting for work next to the creek.

Recommended Action:

Approve the general services agreement with Thorcon Shotcrete and Shoring LLC for Emergency Repair Construction on Lover's Lane.

CITY OF MANITOU SPRINGS
Contract Checklist

City Department: Engineering Dept. Staff Member: Andrew Morren

Type of Contract: Services Agreement 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: PPRTA 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: Thorcon Shotcrete and Shoring LLC contract for emergency wall repair construction on Lover's Lane, assess scour protection, and most appropriate means to provide scour protection. Thorcon Shotcrete and Shoring LLC will adequately address the requirements of working within the waterway and to assess stream diversion options that conform to the requirements of permitting. See Attached Exhibit A for scope.

(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: Thorcon Shotcrete and Shoring LLC Phone #: 303-802-8640

Agency/Business address: 10900 Chatfield Lake Rd (Street) Littleton (City) CO (State) 80124 (Zip)

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

Point of Contact: Cary Lange P.E

Name & Relation to Agency /Business

Point of Contact Phone #: 719-270-0972 Point of Contact email: Clange@thorconus.com

Contract Effective Date: 1/21/2025 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: $ 350,000.00 Anticipated GL Gode: 26-499-735

(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*:
- >$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: Emergency Repair that is sole sourced due to schedule

Do Contract Terms include insurance coverage or bond requirement?

☐ No ☒ Yes
- ☐ Insurance / Bond certificate/info attached
- ☐ n/a - Why n/a?

Are there exhibits included in this Contract?

☐ No ☒ Yes - # of Exhibits: 1 - List Exhibits:
- Exhibit A- Proposal and Scope ☒ Attached
- ☐ Attached
- ☐ Attached
- ☐ More exhibits – see following page for list of exhibits

Execution City Official name & title (*print*):

Are Milestones included in this Contract?

☒ Yes ☐ No – state reason:

Is a Payment Schedule included in this Contract?

☒ Yes ☐ No – state reason:

****Contract review by the City Administrator is <u>REQUIRED</u> 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*): Andrew Morren Date:

Comments:

City Clerks Office Only

City Clerk – verified:

Destruction Date:

AGREEMENT FOR GENERAL SERVICES

THIS AGREEMENT FOR GENERAL SERVICES is made and entered into this **14th day of January, 2025,** by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Thorcon Shotcrete and Shoring LLC**, an independent contractor with a principal place of business at 10900 Chatfield Lake Rd and phone number of 719-270-0972 ("Contractor") (collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. No change to the Scope of Services, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be completed on schedule as identified in **Exhibit A,** and Contractor shall furnish the City the specified deliverables as provided in **Exhibit A**.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor an amount not to exceed **Three Hundred and Fifty Thousand Dollars ($350,000.00).** This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

B. Unless specified otherwise in **Exhibit A**, Contractor shall submit monthly statements requesting payment for work satisfactorily completed. Such requests shall be based upon the amount and value of the work and services satisfactorily performed by Contractor under this Agreement. Invoices shall be itemized and include hourly breakdowns for all personnel and other charges. The City shall remit payment within thirty (30) days of receipt of an invoice meeting the requirements set forth herein.

C. Final payment will be made after all documentation is received by the City, including, but not limited to project closeout documents and all work is completed to the City's standards.

IV. CLEANUP

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work each day, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work. Contractor shall remove and dispose of all waste materials at their expense unless specified otherwise in **Exhibit A.**

B. If Contractor fails to perform the cleanup required by this Section the City shall provide Contractor written notice which Contractor has 24 hours to correct the violation or Contractor shall be assessed a fine of One Hundred Dollars ($100) per day for each day violation occurs. In addition, the City may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup and applicable fines, Contractor shall pay to the City the fines and costs incurred by the City for such cleanup, or the City shall have the right to withhold said amount from any final payment due to Contractor.

V. LIQUIDATED DAMAGES

A. Contractor acknowledges time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents and liquidated damages shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed beyond the schedule agreed upon by the City and Contractor, Contractor shall be assessed One Hundred Dollars ($100) per day or Five Hundred Dollars ($500) per day if the Not to Exceed amount for this Agreement is over Ninety-nine Thousand Dollars ($99,000).

B. Contractor will provide a written schedule for the work to be completed to the City for review and approval at the Pre-Construction meeting. Any changes to the written schedule must be authorized by written amendment executed by the City.

C. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work by or on Final Completion date. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

VI. CONTRACTOR RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing.

B. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work. The services to be performed by Contractor shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Contractor warrants that all materials provided as a part of the Scope of Services shall be free from defects for 12 months from completion date of project.

VII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

VIII. INSURANCE AND BONDS

A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

1. Worker's compensation insurance as required by law; and

2. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) general aggregate naming the City and the City's officers, employees, and consultants as additional insureds. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.

B. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall procure and maintain, at its own cost the following Bonds:

1. Performance Bond in the amount of one hundred percent (100%) of the total project cost;

2. Payment Bond for fifty percent (50%) of project cost.

D. Contractor shall provide to the City a certificate of insurance and bond certificates as evidence that required policies and bonding are in full force and effect. The certificate of insurance shall identify the City as additionally insured; bond certificates shall include the City; and Contractor shall provide that the coverages and/or bonds afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy, bonds, and any endorsement thereto. The City must have all certificates and bonds on file prior to start of any project.

E. Failure on the part of Consultant to procure or maintain the insurance and/or bonds required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

X. TERMINATION

A. This Agreement shall terminate when all the work described in the Scope of Services is completed to the City's satisfaction or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Contractor for all work authorized and completed prior to the date of termination.

B. If Contractor defaults or fails or neglects to carry out the Agreement, or any part thereof, or fails to perform any provision of this Agreement, the City, after seven (7) days written notice to Contractor and without prejudice to any other remedy the City may have, may make good such deficiencies and may deduct the cost thereof, including compensation for any additional services made necessary thereby, from the payment then or thereafter due Contractor. Or, at the City's option after said notice, the City may terminate this Agreement and may finish the project by whatever method the City deems expedient, and if the unpaid balance of the compensation owed to Contractor at the time of termination exceeds the expense of finishing the project, such excess shall be paid to Contractor, but if such expense exceeds such unpaid balance, Contractor shall upon demand pay the difference to the City.

XI. MISCELLANEOUS

A. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. **Integration**. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications.

D. **Third Parties**. There are no intended third-party beneficiaries to this Agreement.

E. **Notice**. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, when sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement, or when sent via electronic mail to the following addresses upon receipt by the recipient:

To the City at **amorren@manitouspringsco.gov**

To Consultant at **Clange@thorconus.com**

F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

H. **Assignment**. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. **Governmental Immunity.** The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. **Rights and Remedies**. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. **Subject to Annual Appropriations**. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[*Remainder of page intentionally left blank. Signatures on following page.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF MANITOU SPRINGS, COLORADO

____
(John Graham- Mayor)

ATTEST:

____
Office of the City Clerk

CONTRACTOR

____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement for General Services was subscribed, sworn to and acknowledged before me this _______ day of ________________, 20_____ by __________________________, as __________________ of _______________________________.

My commission expires:

(S E A L) ___________________________________

Notary Public

EXHIBIT A

SCOPE OF SERVICES

[For details, see the attached Budget Proposal (Exhibit A), Proposal No: 24.271 , consisting of 2 pages in total].

Exhibit A

Budget Proposal

To:	Dan Beltzer
	Rocksol Consulting Group
Phone:	303-570-3699
Email:	Beltzer@rocksol.com

From:	Cary Lange, P.E.
Phone:	719-270-0972
Email:	Clange@thorconus.com

Reference:	Manitou at Fountain Creek Wall Repair
Date:	2024-12-09
Proposal No:	24.271
Project Address:	Lovers Lane adjacent to Fountain Creek Manitou Springs, CO 80829

Summary

THORCON Shotcrete and Shoring, LLC (Thorcon) is pleased to have the opportunity to collaborate with you on this project. The Budget Pricing and Scope of Work is considered preliminary in nature and is based upon our discussions and a site visit.

Qualifications

The following will be required to adequately engineer and price a wall repair, to adequately assess scour protection and the most appropriate means to provide scour protection, to adequately address the requirements of working within the waterway, and to assess stream diversion options that conform to requirements of permitting:

1. Geotechnical investigation throughout the area of wall to be repaired with pairs of borings behind the existing wall and on the road shoulder opposite the wall with all borings advanced to top of rock. Perform geotechnical laboratory and index tests as required and appropriate for the material encountered and provide recommendations of engineering soil and rock parameters.
2. Furnish a site civil drawing accurately illustrating:
    a. Geometry of all surface features and current site topography.
    b. Locations of above and below ground utilities.
    c. Easement and property boundaries, and any other political boundaries.
3. Stream hydrology report that appropriately quantifies stream flow through seasonal fluctuations including peak flows.
4. Recommendation of depth of scour repair based on stream hydraulics and geologic profile along and below existing wall.
5. Permitting requirements under Section 404 of the Clean Water Act.

Exhibit A

Budget Price

THORCON Shotcrete and Shoring provides budget pricing as qualified and is for budgetary purposes only.

Item	Description	Qty.	Unit	ROM Unit Price	ROM Price
1	Engineering	1	EA	$ 20,000	$ 20,000
2	Mobilization - Wall Repair	1	EA	$ 45,000	$ 45,000
3	Stream Diversion Implementation	1	EA	$ 50,000	$ 50,000
4	Stream Diversion Weekly Rate	2	Wk	$ 15,000	$ 30,000
5	Wall Repair - 450 square feet	1	LS	$ 205,000	$ 205,000
					$ 350,000

The Preliminary Scope of Work (SOW) is outlined in the following budgetary items:

1. Engineering: engineering design submittal of wall repair prepared by a licensed Colorado Professional Engineer.
2. Mobilization – Wall Repair: (1) mobilization of crew and equipment for wall repair budget scope. Road closure implementation and signage included and does not include variable message boards, temporary traffic lighting or any other traffic diversion other than signage for road closure.
3. Stream Diversion Implementation: mobilization of crew and equipment and placement and removal of stream pump diversion measures.
4. Stream Diversion Weekly Rate: weekly rate to maintain pump diversion.
5. Wall Repair – 450 square feet: furnish and install anchors, up to 20 feet in length, through existing wall spaced 5 ft horizontally and vertically. Furnish and install steel reinforced shotcrete face of (8) inch minimum thickness. Furnish and install scour protection up to 5 feet below existing bottom of wall grade. Temporary stability measures or structural augmentation to secure the existing wall during construction, if required, are not included. The following winter weather provisions are included: hot water charges in ready mix concrete, provision and placement of insulated concrete blankets. Any other winter provisions or protective measures required are not included.

Closing

We are here to provide additional assistance and answer any questions you may have. Please keep us informed as the planning progresses and additional information becomes available. We are excited to apply our expertise and construct the optimal wall repair.

Regards,

Cary Lange, P.E.
Thorcon Shotcrete & Shoring

Memorandum

Title: Proclamation No. 0125, A Proclamation to Support the Infectious Generosity Movement
From: Mayor John Graham
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

January 21, 2025

Purpose:
To read a Proclamation for Infectious Generosity.

Background:
Ken Jaray requested the Council's support for the Infectious Generosity Movement. The Manni Board recently created a new award for Infectious Generosity. The City Council briefly discussed this during their January 14, 2025 work session.

Pros and Cons:
Pro: This proclamation supports the "Infectious Generosity Movement," which is consistent with the creation of a new Manni Award.

Con: None.

Fiscal Impact:
None.

Workload Impact:
None.

Recommended Action:
Read Proclamation No. 0125, a proclamation to support the Infectious Generosity Movement and proclaim it so.

City of Manitou Springs

Proclamation No. 0125

Proclamation

"Support the Infectious Generosity Movement"

WHEREAS, the City of Manitou Springs has a long-standing commitment to fostering a sense of belonging, community, and compassion among its citizens;

WHEREAS, the importance of generosity in building strong, resilient communities has been evidenced by numerous charitable acts and initiatives within our city;

WHEREAS, community members and organizations have exemplified these values through their words, deeds and donations to support the Manitou Springs community;

WHEREAS, the infectious generosity movement encourages positive, proactive participation from all sectors of the community and intends to serve as a catalyst for continued benevolent efforts;

WHEREAS, the establishment of a city-wide initiative and a new Beacon of Generosity Manni Award has the potential to inspire and maximize the impact of current and future philanthropic, educational, and community-driven ventures;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Manitou Springs, in collaboration with the Manitou Springs Community Foundation and other community organizations, hereby expresses its support for the infectious generosity movement with the intent to encourage all community members to partake in generous actions for the betterment of their fellow citizens and humanity at large.

Adopted this 21st day of January 2025 in the City of Manitou Springs, El Paso County, Colorado.

____

Mayor John G. Graham

Attest:

____

City Clerk Elena Krebs

Memorandum

Title: Consider Appointing Nathan Nassif to the Housing Advisory Board
From: City Clerk's Office
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

January 21, 2025

Purpose:

To review and consider a new applicant for membership to the Housing Advisory Board.

Background:

Mr. Nassif submitted an application and resume on December 26, 2024, for membership to the Housing Advisory Board (HAB) as an alternate member. HAB Chair Gerbig submitted a letter of recommendation for his appointment for the council's consideration.

Pros and Cons:

Pros: Appointing the new applicant will provide a fresh perspective on the Board.

Cons: None

Fiscal Impact:

None

Workload Impact:

Minimal

Recommended Action:

Move to appoint Nathan Nassif as an alternate member of the Housing Advisory Board.

City of Manitou Springs

Application for Board/Commission Membership

Please complete the following to express interest in board or commission membership.

[Click here for a list of all board and commission vacancies!]

Which Board are you Applying For?	Housing Advisory Board (HAB)
Membership Requested	• Alternate
Full Name	Nathan Joseph Nassif
Street Address	[redacted]
City	Manitou Springs
State	Colorado
Zip Code	80829
Phone	[redacted]
Email	[redacted]
Do you have any special interests? If so, please briefly provide details below:	Workforce housing, urban planning and zoning, green building and energy efficiency.

Per City Charter 9.3: The Council shall not appoint to any Board or Commission any member of the immediate family of any Council Member. Immediate family shall be defined as spouse, parents, brothers, sisters, and children.

(Amendment No. 8, adopted and approved January 14, 1975)

Do you have an immediate family member on City Council?	No
Please attach a resume:	Nathan J Nassif 1-Page Resume.pdf

Date	12/26/2024

NATHAN J. NASSIF

MHRM, SHRM-SCP

HUMAN RESOURCES & OPERATIONS LEADER

Exceptional cross-functional leader, operator, and culture builder. Track record of successes centered on service excellence, strategic program design, and fostering high performing collaborative cultures. Led, built, and designed multiple programs and business units in for-profit and nonprofit organizations. Consummate advisor, business partner, and teammate.

EXECUTIVE EXPERIENCE

Head of HR & Chief Compliance Officer

Spectrum360 | June '23 to Nov. '24 (relocated to Colorado)

500 employee social services agency. Reporting line to CEO.

- Transformed HR operating model. Successfully designed, developed, and implemented new performance management, case management, and contract management platforms.
- Forged alignment across key stakeholders to enhance the onboarding and recruiting process to support over 150 new hires.
- Led, mediated, and resolved all employee relations matters.
- Planned, organized, directed, and led Employee Handbook and policy overhaul.

Chief Talent Officer

RegentAtlantic (renamed to Corient) | Sep. '19 to Nov. '21

70 employee wealth management firm. Reporting line to CEO.

- Reconfigured Executive and Board level governance structures to streamline decision-making and risk management processes.
- Reshaped culture of collaboration with first-ever design and implementation of multi-rater performance review program.
- Formalized internal and external pay policy strategy through competitive benchmarking and analysis.
- Designed, developed, and led DEIB task force.

Head of Program & Product Development

Foresters Financial | Mar. '13 to Feb. '19

International insurance company. Reporting line to CEO.

- Established Management Team and Investment Committee to build and scale fee-based RIA from $100M in AUM to $3B over a six-year period.
- Created a new Program and Product Management functional area for the North American Asset Management (NAAM) organization.
- Enterprise award received for launch and implementation of wealth management platform.

Head of Product & Consulting Services

Markov Processes International | Feb. '03 to Jul. '12

Leading financial software company. Reporting line to CEO.

- Drove the formation of the Executive Team and Charter, corporate identity, organizational structure (including formal and informal protocols in each business unit), and operating model.
- Planned, organized, and led the deployment of over twenty large-scale analytic research and reporting systems for leading financial services organizations such as Prudential Financial, Goldman Sachs, Pictet, and UBS.

CONTACT

Residence: Manitou Springs, CO
Ph: [redacted]
E: [redacted]
LI: linkedin.com/in/nathan-joseph-nassif

GOVERNANCE COMMITTEES

Executive, Personnel, Compensation (Co-Chair), Product (Co-Chair), Risk Management, PMO, Research, Investment, Suggestion Box

EDUCATION & CERTIFICATION

Master's Degree - HR Management
Rutgers University, New Brunswick, NJ
GPA of 4.0 (High Honors)

Bachelor of Arts - Economics
University of Kansas, Lawrence, KS

SHRM - Senior Certified Professional

Rutgers SMLR Labor & Employment Law Certificate (exp. March 2025)

COMPETENCIES

People management, Program and project management, Strategic planning, Employee relations, Change and process improvement, Presentation and public speaking

Technical

ADP Workforce Now, Google & Microsoft Suites, Visio, Smartsheet, PerformYard

CIVIC ENGAGEMENT

Board Chair, Damon House (Current)
Residential Treatment Agency
New Brunswick, NJ

INTERESTS

Cycling, rowing, hiking
Gardening, yoga

January 6, 2025

Dear City Council,

I would like to recommend, Nathan (Nate) Joseph Nassif, as a HAB alternate.

I met Nate at the Manitou Springs Environmental Fair where he came and visited the HAB information booth (where I also learned he is my new neighbor). Nate expressed enthusiasm in our work and a drive for becoming active in his community. I invited Nate to attend a future HAB meeting. Nate attended our December 2024 HAB meeting and reached out afterwards to express interest in joining the HAB board. HAB would be fortunate to have him join us, and I support his application and approval.

Sincerely,

Alison Gerbig

HAB Chair

Memorandum

Title: Consideration of Resolution No. 0325, A Resolution of the City of Manitou Springs, Colorado, Adopting an Amended Employee Handbook
From: Kelly Padilla, Human Resources Director
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 15 Minutes

January 21, 2025

Purpose:

The annual review of the Employee Handbook is being presented to the City Council for their review and approval.

Background:

Regular review and updates to the Employee Handbook help maintain compliance with ever-evolving federal and state laws, protect the city, foster a positive work environment, and promote employee satisfaction. By scheduling annual reviews with Human Resources, consulting with the City Attorney and City Council, and effectively communicating updates to employees, the city can ensure that the Employee Handbook remains an invaluable resource for the organization.

The following updates are recommended:

- **Section 7.2: Administrative Leave**
    - Rename to **Administrative Vacation** to address ongoing confusion in timekeeping. The existing terminology often leads personnel to select the incorrect time code, conflating "Administrative Leave Vacation" with "Administrative Leave" used for disciplinary purposes.
    - Update the policy to include a 90-day waiting period before new hires are eligible to take administrative vacation leave. This measure ensures the city's interests are protected and establishes consistency in leave practices.

- **Section 7.3: Holidays**
    - Clarify language in the last paragraph of the Holiday section regarding the hours paid to full-time, part-time, and per-diem city personnel who work on a holiday.

Pros and Cons:

Pros:

- Reduces litigation
- Minimizes financial impacts from litigation
- Provides clear policies and procedures for personnel to ensure they have a consistent understanding of the City's expectations
- Reflects the City's commitment to ensure compliance with laws and regulations

Cons:

- There are no "cons" to maintaining a critical document such as the Employee Handbook

Fiscal Impact:

Having clearly defined policies and procedures and ensuring compliance with laws and regulations reduces the risk of legal and financial losses.

Workload Impact:

8 hours, including review, employee signatures, and filing.

Recommended Action:

Move to adopt Resolution No. 0325, a resolution of the City of Manitou Springs, Colorado, adopting an amended employee handbook.

COUNCIL BILL NO. 0325 **RESOLUTION NO. 0325**

RESOLUTION

A RESOLUTION OF THE CITY OF MANITOU SPRINGS, COLORADO, ADOPTING AN AMENDED EMPLOYEE HANDBOOK

WHEREAS, the City Council desires to update the current Employee Handbook to implement changes in applicable employment laws and to modify certain employment policies.

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

SECTION 1: The Employee Handbook attached hereto as **Exhibit A**, is hereby adopted effective immediately. The Human Resources Director is directed to provide a copy to all City employees and obtain confirmation from all City employees that they have received it.

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this 21st day of January 2025, and effective immediately.

Mayor and Council:

By: ____________________________
John Graham, Mayor

Attest:

____
Elena Krebs, City Clerk

CITY OF MANITOU SPRINGS

Employee Handbook – Organizational Policies and Procedures

Revised and Adopted by the Manitou Springs City Council December 20, 2022, effective January 1, 2023.

Updated March 7, 2023. Updated January 11, 2024 effective January 16, 2024.

Updated March 19, 2024, effective March 19, 2024

WELCOME TO THE CITY OF MANITOU SPRINGS!

Each employee is a very important member of the team at Manitou Springs, and we hope you find the work here challenging and rewarding. Each member of the Manitou Springs team is vital to the success of our City and our primary purpose of serving the citizens of Manitou Springs.

Manitou Springs strives to be an Employer of Choice.

Employer of Choice

Culture
- Fun Fair Ethical
- Creative/Innovative

Rewards Package
- Salary
- Benefits
- Merit Pay
- Recognition

Meaningful Work
- Make a difference
- Clear mission/objectives
- Sufficient Resources
- Recognize Contributions

Work/Life Quality
- Balance creates Value
- Flexible Scheduling
- Personalized Solutions
- Leadership models it

Open Communications
- It's safe to say what you believe
- Leadership listens as much as talks
- Conflict is the productive search for truth
- Mistakes are explored, not punished

Career Development
- Coaching & support
- Personal development plans
- Cross training
- Leaders are everywhere

We believe in working together to meet common goals, and we invite you to join with us in achieving these goals. Naturally, much of that success depends on your knowledge about working here. That is why we have prepared this handbook and made it available to you electronically or by hard copy upon your request. We hope it will answer your employment related questions about Manitou Springs.

When you cannot find the answers in this book, you should contact your immediate supervisor as your primary source for information about the City and your job. Other sources of information include Human Resources, the Department Heads, and the City Administrator.

We hope you support these ideals and enjoy working for Manitou Springs.

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION

1.1 IMPORTANT NOTICE – AT WILL NATURE OF EMPLOYMENT

Employment at the City of Manitou Springs is voluntarily entered, and the employee is free to resign at will at any time, with or without cause. Similarly, the City may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable Federal or State law.

Nothing in this employee handbook is intended to modify the City's At-Will Employment Policy as outlined in this section. Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind, or a contract of employment between the City and any of its employees. In addition, no City representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended, and do not create an employment contract for any specific period.

This employee handbook acknowledges the City's current policies and supersedes prior Personnel Manuals and Employee Handbooks. The City, at its sole discretion, may amend or cancel any of the policies or sections in this employee handbook at any time.

1.1.1 PURPOSE

This handbook is designed to acquaint you with the City and provide information about working conditions, employee benefits, and some policies affecting your employment. You must read, understand, and comply with all provisions of the handbook. No employee handbook can anticipate every circumstance or question about policy; therefore, employees are encouraged to ask questions for clarification.

The policies in this handbook are not intended to supersede City ordinances, or other applicable laws. In the case of a conflict between personnel policies and City ordinances, department policies, or laws, the matter will be reviewed by the City Administrator for clarification. For the purpose of proper administration and implementation of the handbook, the City Administrator is responsible for putting in place administrative guidelines and procedures necessary for properly carrying out their intent. Any matter not addressed in this handbook may be reviewed and administered by the City Administrator in the best interest of the City.

The policies contained in this Employee Handbook do not represent a contract, nor should they be relied upon as binding, inflexible promises made by the City. The City reserves the right to interpret and change or rescind these policies at any time, as well as the right to determine their meaning, purpose, and effect.

The City also reserves the right, in its sole discretion, to determine whether, and to what extent, these policies and procedures should be applied in any given circumstance. No personal contract or agreement shall be implied by these policies or the statement of any employee of the City, unless in writing, signed by the Mayor after approval by the City Council.

1.2 APPLICABILITY

The Employee Handbook is intended to apply to all employees and appointed officials of the City. When an appointed official has entered into a written employment contract with the City, that contract shall govern over the Employee Handbook.

SECTION 2 - EMPLOYMENT POLICIES

2.1 CITY ADMINISTRATOR RESPONSIBILITIES

The City Administrator is responsible for the administration of employment related decisions including, but not limited to, the following responsibilities:

a. Approving the hiring, termination, promotion, demotion, or transfer of each employee (with the exception of those positions listed below); and
b. Reviewing and approving employee job descriptions periodically; and
c. Propose each position of employment, the number of employees authorized for each position, and the compensation and benefits applicable to each position.
d. Restructuring or modifying City Departments and employee positions, including the deletion or addition of departments or positions; provided that the City Administrator may not restructure or modify an appointed official's position.

All decisions affecting the positions of the City Administrator, City Attorney, Municipal Judge, Municipal Court Prosecuting Attorney, Police Chief, Finance Director and City Clerk positions are made by the City Council.

2.2 EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal employment opportunities to all employees and applicants for employment without regard for/to race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual preference, gender identity or expression, marital or military status, or political affiliation, marital status or any other characteristic protected by law. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. The City also adheres to the "Equal Pay for Equal Work Act (the "CEPEWA"): Implemented by the State of Colorado, January 1, 2021, as amended, prohibiting wage discrimination because of sex (including gender identity) or sex in combinations with another protected status.

The City expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics listed above. Improper interference with the ability of other employees to perform their expected job duties will not be tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources or the City Administrator. The City will not allow any form of retaliation against individuals who raise issues about equal employment opportunity. Employees who feel they have been subjected to any such retaliation should notify Human Resources or the City Administrator.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. “Adverse conduct” includes but is not limited to:

a. Reprimanding the employee or giving performance evaluations that are lower than warranted.
b. Transferring the employee to a less desirable position.
c. Engaging in verbal or physical abuse.
d. Threatening to make, or making, reports to authorities.
e. Increasing scrutiny, spreading false rumors, treating family members negatively.
f. Making employee’s work more difficult (example: punishing an employee for an EEOC complaint by purposefully changing their work schedule to conflict with familial responsibilities).

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure in section 2.5

2.3 CONFIDENTIALITY POLICY AND PROCEDURE

Employees, volunteers, and Council members of the City of Manitou Springs are committed to ethical and legal practices to protect the privacy of customers, citizens, contractors, employees, family members, and businesses while providing any service or employment activity. Confidential communications relating to private matters may include conversations, reports, forms, correspondence, and any computer-generated communications. Access to confidential records shall be limited to an “as needed/need to know” basis and will not be provided without authorization from the City Administrator, Human Resources and/or the City Attorney. For purposes of this policy, confidential records shall mean records that by their nature contain information that is not subject to public release under Colorado Open Records, Act, C.R.S. § 24-7-200.1, *et seq*. If a person has any question regarding whether a particular record is confidential, they should not release the record until consulting with their supervisor. Public access to such material shall be governed by the Colorado Open Records Act, C.R.S. §24-7-200.1, *et seq*., and other laws as applicable.

2.4 ETHICS IN OPERATONS: GIFTS

The City of Manitou Springs adheres to Amendment 41, the Colorado Constitution (Article XXIX of the Colorado Constitution) entitled Ethics in Government, which restricts the ability of government officials and employees to accept gifts. Also known as the “Gift Ban”, the regulation applies to local municipalities with some exceptions, and prohibits City employees from soliciting, accepting, or receiving any gift or thing of value more than $65.00 (which amount is adjusted for inflation over time). The ban prohibits the employee from soliciting the gift, receiving the gift and it prohibits an indirect receipt of the gift; defined to be a gift accepted or received by an employee’s spouse or dependent child. City personnel must abide by the “Gift” regulations at all times; failure to do so is an ethics violation.

2.5 HARASSMENT AND COMPLAINT PROCEDURE

2.5.1 Introduction

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. To that end, harassment of City's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, will not be tolerated. The City will take all steps necessary to prevent and eliminate unlawful harassment through disciplinary processes.

2.5.2 Definition of Sexual Harassment

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both State and Federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Examples of conduct which may constitute sexual harassment include, but are not limited to:

a. Unwanted sexual advances.
b. Offering employment benefits in exchange for sexual favors.
c. Making or threatening reprisals after a negative response to sexual advances.
d. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons, or posters.
e. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
f. Verbal sexual advances or propositions.
g. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, invitations, communicate in any form, including electronically.
h. Physical conduct that includes touching, assaulting, impeding, or blocking movements.

2.5.3 Definition of Unlawful Harassment

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class. Harassment is subjectively offensive to the individual alleging harassment and objectively offensive to a reasonable person of the same protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by State or Federal law.

2.5.4 Complaint Procedures

Any employee who experiences or witnesses sexual or other unlawful harassment in the workplace must report it immediately to Human Resources and/or management. Employees can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment or unlawful harassment will be investigated. To the extent reasonably practical, the employee's confidentiality and that of any witnesses and the alleged harasser will be protected against unreasonable disclosure.

Any employee who becomes aware of possible sexual or other unlawful harassment must immediately advise Human Resources, the City Administrator, or any member of management, so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or unlawful harassment will be subject to disciplinary action, up to and including termination of employment. If the harassment involves the City Administrator, an employee may report the harassment to the Mayor or City Attorney in addition to Human Resources. Complaints involving the City Clerk, Finance Director, or Chief of Police may be reported to the City Administrator, City Attorney, or Mayor. Complaints involving the Human Resource Director may be reported to the Deputy City Administrator or City Administrator. Complaints involving members of City Council may be reported to the City Attorney.

2.6 WHISTLEBLOWER POLICY

A whistleblower as defined by this policy is a City employee who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of Federal, State, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting; including, fraud, safety infractions, harassment covering the seven (7) EEOC qualifying categories, or anything unsafe or illegal.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee shall contact the City Administrator or Human Resources (or the Mayor or City Attorney if the activity involves the City Administrator). The employee must exercise sound judgment to avoid baseless allegations. An employee who recklessly or intentionally files a false report of wrongdoing will have violated this policy.

Whistleblower protections are provided in two important areas – confidentiality, and against retaliation. Insofar as reasonably practical, the confidentiality of the whistleblower will be maintained. However, identity may need to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal right of defense. The City will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, or threats of physical harm. Whistleblowers who believe they are being retaliated against must contact Human Resources immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of fraudulent, dishonest, or illegal activities will be promptly submitted to Human Resources, which will be responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the City Administrator or Human Resources.

2.7 PUBLIC HEALTH EMERGENCY WHISTLEBLOWER LAW (PHEW)

The City of Manitou Springs cares about its employees. The City is committed to compliance with current state and federal laws, including the Public Health Emergency Whistleblower Law (PHEW).

The definition of covered workers includes public and private sector employees and independent contractors if the business contracts with five or more total independent contractors in the state annually.

- PHEW protects workers who, in good faith, raise concerns about workplace violations of government health or safety rules or about an otherwise significant workplace threat to health or safety related to a public health emergency.
- If the worker's complaint is found to be incorrect, the City need not act on it, and cannot retaliate against the worker as long as the complaint was reasonable and made in good faith.
- PHEW prohibits taking adverse action or retaliating against workers who choose to wear their own personal protective equipment (PPE) to work such as a mask, faceguard, or gloves if the PPE:
  - Provides a higher level of protection than the equipment provided by the employer.
  - Is recommended by a Federal, State, or local public health agency with jurisdiction over the workplace; and
  - Does not render the worker incapable of performing their job or any job duties.

Finally, PHEW protects workers who oppose any practice they reasonably believe to be unlawful or for making a charge, testifying, assisting, or participating in an investigation, proceeding, or hearing on the alleged unlawful practice. This protection is lost to workers who disclose information they either know to be false or act with reckless disregard for the truth or falsity of the information.

Workers must send a written demand of their complaint and give the City 14 business days to respond. The City will receive and investigate each safety concern and address as appropriate.

2.8 AMERICANS WITH DISABILITIES ACT (ADA) AND RELIGIOUS REASONABLE ACCOMMODATION

The City will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a sincerely held religious belief, unless doing so would result in an undue hardship or direct threat to the City.

Employees who may require a reasonable accommodation should contact Human Resources.

2.9 PREGNANCY ACCOMMODATION

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, the physical recovery from childbirth, or breastfeeding accommodations

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. If an employee requests an accommodation, the City will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of the employee's position. A reasonable accommodation will be provided unless it imposes an undue hardship on the City's business operations.

The City may require that an employee provide a note from the employee's health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

The City will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

SECTION 3 - EMPLOYMENT PRACTICES

3.1 ACCESS TO PERSONNEL FILES

Human Resources maintains a personnel file on each employee which includes such information as the employee's job application, resume, and other employment records. Personnel files are the property of the City. All personnel records are maintained in compliance with applicable laws. No documents or employment information shall be released from a personnel record without a written request from the employee designating the documents and/or information to be released and the person or entity to which the release is to be made, and indemnifying and holding harmless the City from liability, claims, and demands resulting from such release, except as required by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq*.

Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review their own personnel files in the presence of the Human Resources representative or their designee.

3.2 APPLICATIONS FOR EMPLOYMENT

All persons wishing to apply for City employment, including internal and external applicants, must complete a City job application. The City will announce, post, or otherwise make known each "job opportunity," as that term is defined in the CEPEWA, to all employees on the same day and prior to the date on which the City fills the position.

Applicants determined to be qualified based on the application information provided may be interviewed and tested as appropriate. All candidates are subject to a "post-offer", "pre-hire" background check, motor vehicle check where required, drug screening if the position is safety-sensitive, and any other necessary testing based upon position. Fire and Police department applicants must also submit to an oral board examination and physical examination. Fire and Police department applicants must submit to a polygraph examination and psychological testing. Applicant requirements specific to Fire and Police are processed with the departments respectively, and the general application processes are completed through Human Resources.

3.3 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the City expects all employees to be punctual in reporting for work. Absenteeism and tardiness place a burden on other employees and on the City. When an employee cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Unless addressed otherwise in department policies, Fire and Police employees must give at least four hours' notice before taking time off for any reason.

3.4 BUSINESS TRAVEL EXPENSES

The City will reimburse all reasonable and necessary expenditures paid by an employee for authorized training or business travel, subject to proper documentation and adherence to the City's Business Travel Policy. Department Heads are responsible for approving all travel and travel-related expenditures related to their department, subject to available funding in the budget. All travel must be pre-approved in writing, using the appropriate Standard Operating Procedure (SOP) in place

3.5 CITY OFFICE CLOSURE

Inclement weather and other natural or man-made circumstances may cause the City Administrator to close or delay opening City offices. Full-Time employees who are sent home or told not to report for work will be compensated and will not be charged accrued leave for the time off.

When City offices are to be closed prior to the start of a workday, the City Administrator or designee will notify Department Managers as early as possible, and a message will be posted for employees and customers via whatever means management deems most effective. The City Administrator may require personnel to work remotely during an office closure.

Employees who are already on leave status or have previously applied for leave during an Office Closure shall remain in their original leave status.

3.6 CONFLICT OF INTEREST

City employees shall not place their personal or business interests above the best interests of the City's constituents. Accordingly, in addition to any other prohibitions established by charter, ordinance or other applicable law, employees of the City shall not:

a. Engage in a financial transaction for private business purposes with another employee whom they supervise.
b. Take any official action that directly and substantially affects their economic benefit, a business or other undertaking in which they have a substantial financial interest.
c. Disclose or use confidential information acquired in the course of their official duties to further personal interests (financial or otherwise). Gaining personal information about anyone for release or for non-City purposes is not permitted other than to another law enforcement agency upon official request.
d. Solicit or accept a gift that might improperly influence an employee in the discharge of the employee's responsibilities, or which could be construed as a reward for action taken in the course of official duties; or,
e. Fail to comply with Colorado law limiting the dollar amount of gifts that a public employee may receive each year.

City employees may hold second jobs so long as such work does not create a conflict of interest and does not interfere with or reduce the employee's effectiveness in performing the employee's job duties for the City. City employees shall give priority to their employment with the City.

Police Officers cannot serve as a Reserve Officer for any other Law Enforcement Agency.

The requirements of this section are in addition to applicable conflict of interest requirements of Federal law, State law or City ordinances.

3.7 DISCIPLINE

It is the responsibility of all employees to observe all written regulations, policies, and procedures of the City, as well as verbal instructions given by a supervisor or management to ensure the efficient, effective, and safe operation of the City. Occasionally, performance or other behavior falls short of City standards and/or expectations. When this occurs, the City reserves the right to impose discipline, up to and including termination of employment, with or without prior notice. Violations of any provision of this Employee Handbook shall subject the violator to disciplinary action, up to and including termination of employment.

Whether or not an employee's performance, conduct or behavior warrants disciplinary action, and the type of disciplinary action warranted is within the sole judgment and discretion of the employee's supervisor provided that any discipline resulting in the loss of benefits, or a demotion must be approved by Human Resources and the City Administrator. The City does not intend by this Handbook to create any expectation that any employee will be assured of any form of disciplinary action, such as warning or notice, or progressive discipline, prior to termination. Rather, discipline shall in all cases be imposed at the City's discretion, in consideration of factors the City deems relevant.

There is no express or implied right to receive corrective action or counseling prior to or in conjunction with a disciplinary action. Action taken by the City in one case does not establish a precedent with respect to any other case.

3.8 EMPLOYEE CATEGORIES

For administrative purposes, the City classifies employees into the following employee categories.

Full-time regular employee means an employee hired to work at least 30 hours per week on a regular basis. Full-time regular employees are eligible for leave accrual and insurance benefits as provided in this Handbook.

Part-time regular employee means an employee hired to work fewer than 30 hours per week on a regular basis. Part-time employees are not eligible to accrue vacation leave or other company benefits; however, effective January 01, 2021, all personnel are eligible to accrue sick leave according to the Healthy Families Workplace Act, see section 7.6 for complete regulation and procedure.

Temporary, Per-Diem, or Seasonal employee means an employee engaged in work with the understanding that there are no guaranteed hours, and the employment may be terminated at the completion of a specific project or at a specified time. Temporary, Per-Diem, or Seasonal are not eligible for accrued vacation leave or insurance benefits. Employees may accrue sick leave according to the Healthy Families Workplace Act, see section 7.6 for complete regulation and procedures. Seasonal employees are not eligible for unemployment benefits.

Additionally, all City employees are classified as either exempt from overtime pay or non-exempt from overtime pay under the Fair Labor Standards Act (FLSA). The terminology is complex and is centered on job responsibilities performed by the employee. Exempt or non-exempt status is determined by the actual job duties, not the job title. Human Resources determines the classification of employees.

3.9 EMPLOYMENT REFERENCE CHECKS

Unless required by a valid court order or the law, the City will only furnish the following information about past or present City employees:

a. Dates of employment.
b. Current job title or job title at date of separation from employment.

No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry, unless the release of such data is authorized or required by the Colorado Open Records Act, or other applicable law. All requests for information regarding past or present City employees shall be directed to Human Resources. Any requests made under the Colorado Open Records Act shall be directed to the City Clerk.

3.10 RULES OF EMPLOYEE CONDUCT

The City expects employees to act in the best interests of the organization and the members of the public served by the City. Employees shall act in a professional manner while performing all job duties. It is the responsibility of each employee to observe City policies, operating procedures, and management directives. Employees are always expected to conduct themselves with high ethical standards and to be respectful towards co-workers and members of the public. Code of Conduct violations include, but are not limited to:

a. Abuse of paid leaves (sick, vacation, personal, etc.).
b. Failure to demonstrate respect in the workplace.
c. Abuse or misuse of company property and/or equipment.
d. Discrimination, bullying, harassment, violence, or aggression of any kind.
e. Creating a hostile work environment.
f. Fraudulent, illegal, or unethical activities, including falsification of time.
g. Bribery and/or corruption.
h. Conflict of interest – personnel must avoid any personal ~~financial,~~financial or other interests that might hinder the ability or willingness to perform job duties.
i. Intentionally disrupting the workplace or presenting obstacles to colleagues' abilities to work.
j. Abuse of employee benefits.
k. Failure to adhere to policies and procedures as designed by the City.
l. Unprofessional actions or behaviors.
m. An intentional or malicious behavior, including gossip and rumors.
n. Retaliation against other personnel, citizens, or customers.
o. Failure to promote diversity, equality, and inclusion.

3.11 HIRING OF RELATIVES

For purposes of this policy, "immediate family" means a spouse, civil union or live-in domestic partner and any individuals related by adoption or marriage, including, without limitation, father, mother, son, daughter, brother, sister, in-laws, grandchildren, grandparents, stepparents, stepchildren, stepbrothers, and stepsisters. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Immediate family and individuals involved in a dating relationship may not occupy positions where one would directly or indirectly exercise supervisory, appointment, dismissal, or disciplinary authority over the other; or where one would audit, receive, or be entrusted with moneys received or handled by the other in the course of employment, or where one has access to the City's confidential information of the other, including personnel records. The City reserves the right to take prompt action if an actual conflict of interest arises involving immediate family members or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

When employees of the City become immediate family members or establish a dating relationship and their working relationship is prohibited by this policy, one employee will be required to transfer to another position, provided a position for which that individual is qualified and is the best candidate as determined by the City in its sole discretion, is available, or resign. If neither affected employee voluntarily transfers or resigns, the City Administrator shall terminate or transfer one of the employees, at the City Administrator's discretion.

3.12 INSPECTIONS AND SEARCHES

The City reserves the right to conduct an inspection and/or search employee work areas to help maintain a safe, healthy, and efficient working environment, and to protect City property, equipment, operations, as well as its employees, customers, and citizens if the facts/circumstances justify such search.

With respect to ~~any and all~~all City-owned property, such as computers, desks, offices, file cabinets, etc., employees have no privacy interest and the City reserves the right to search such property if in the City's sole discretion, a search is deemed to be appropriate under the circumstances. For non-City owned property that ~~is located in~~is in a City facility or vehicle, the City must weigh respect for individual privacy against the need for maintaining and protecting the appropriate work environment. If the employee has personal items which the employee would not like subjected to search or inspection, these items should not be brought onto City premises. Any such search must be authorized by the City Administrator and Human Resources.

Searches may be conducted under the most reasonable ~~circumstances as~~circumstances applicable to the facts of the situation. The City will consider such issues as the availability of the employee, the consent of the employee's manager, and the likelihood of finding materials or information that is deemed relevant to the ~~situation;~~situation, provided that the City's decision to search and the manner in which a search is conducted are up to the City's sole discretion.

Refusing to cooperate with or submit to an inspection or search shall be in violation of this policy.

3.13 LUNCH AND WORK BREAKS

Scheduling and length of lunch and work breaks are determined by each department's business needs and constraints. Generally, meal periods are 30-60 minutes in length and breaks are 10-15 minutes in length and breaks should occur twice during an 8-hour shift, with additional breaks added for longer work period greater than 9-hours; or reducing the number of break periods when shifts are less than 5-hours.While meal periods are unpaid time for non-exempt employees, break periods are included in paid work time. An employee may not work through the employee's lunch break without obtaining prior approval from their supervisor as it may result in overtime. Additionally, employees may not skip their lunch breaks to leave early or arrive late unless they have prior written approval from their supervisor, which shall only occur on rare occasions for special circumstances. All non-exempt personnel must take breaks and lunches away from their worksite/desk, unless authorization received, and only in special circumstances as deemed appropriate by supervisor/manager. If breaks must be taken at the employee's desk, or work area, personnel must clearly define they are on break and not engage in any work during the break.

3.14 PERFORMANCE MANAGEMENT

The City encourages supervisors and employees to discuss employee performance in a timely and ongoing manner. Supervisors and employees may discuss ongoing performance regularly and/or conduct special performance evaluations if consistent issues are noted. Performance Improvement Plans (PIP) may be utilized in place of special evaluations. All personnel are ~~provided~~provided with an annual review conducted by their direct supervisor.

3.15 PERSONAL APPEARANCE

Employees are expected to report to work in appropriate business attire that reflects their position and required day-to-day work area demands. Managers have the discretion to allow employees to deviate from regular business attire on a temporary basis, when necessary.

City employees are expected to meet hygiene requirements during all work hours: i.e., bathing and washing hair regularly, oral hygiene, use of products to minimize body odors, no heavily scented perfumes, colognes, or lotions. Clothing must be clean and worn to not interfere with safe operation of equipment.

Each City Department may have specific appearance requirements. Employees should discuss these requirements with their supervisor or Human Resources.

Failure to adhere to the personal appearance guidelines is a violation of this policy.

3.15.1 UNIFORM ALLOWANCE

The City will provide uniforms or articles of work clothing for personnel according to individual department Standard Operating Procedures (SOP).

Personnel ~~separating~~separated from employment for any reason must return all City property, including uniforms, badges, keys, and electronic equipment. Failure to return City property may result in charges for replacement costs, and all payments are due according to the city's general accounting procedures. Failure to pay for retained City property may result in collection actions.

3.16 PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify Human Resources of any changes in personal data, including but not limited to address changes, telephone number changes, dependents, and emergency contacts. Personal data changes must be made using the City's employee forms site: cityofmanitouspringshrintra.app.transform.civicplus.com. Employees are responsible for making changes to personal information within 30 days of the event/change.

3.17 PHONES, COMPUTERS, INTERNET, EMAIL AND OTHER RESOURCES

The City provides a range of communication tools and resources to employees for use in conducting day-to-day business activities. Whether it is a telephone, cell phone, voicemail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner. All City business must be conducted using a City provided communication tool, the City will not reimburse for conducting City business on personal devices.

Employees should not have any expectation of privacy in their use of company computer, phone, cell phone or other communication tools. All communications made using company-provided equipment or ~~services~~services, including email and internet activity, are subject to inspection by the City. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the City's systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that is not job-related has the potential to drain, rather than enhance productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the City's systems as well as the reputation and/or competitiveness of the City. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It is also against City policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on City computers.

Because e-mail, telephone, voicemail, and internet communication equipment are provided for City business purposes, your communications may be accessed without further notice by the Information

Technology Department administrators and City management to ensure compliance with this guideline.

Internal and external e-mails and communications via City-owned cell phones are not private and are considered business records. As such, they may be subject to Federal and State recordkeeping requirements as well as to discovery in the event of litigation and potential disclosure pursuant to the Colorado Open Records Act. Be aware of this possibility when sending e-mails within and outside the City and regarding cell phone bills, text messages, photographs, call logs, and other communications. Please be aware that communications involving City business may still be subject to disclosure even when on personal devices.

All use of company-provided communications systems, including e-mail and internet use, should conform to all City guidelines/policies, including but not limited to the Equal Opportunity, Harassment and Conflicts of Interest policies. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments using City communication devices.

Office telephones are for business purposes. While the City recognizes that some personal calls are necessary, these should be kept brief and kept to a minimum. Personal use of the City's cell phones is strictly prohibited.

Unless otherwise authorized, employees may only use personal cell phones while at work for an emergency or when on a break and when the use does not interfere with other employees.

Employees are prohibited from using handheld cell phones or other handheld devises while driving a motor vehicle or operating motorized equipment. The employee should safely pull off the road and come to a complete stop before texting, dialing, or talking on the cell phone or another handheld device. Employees may utilize a hands-free device to use a cell phone so long as such use does not interfere with the safe operation of a motor vehicle or motorized equipment. Employees must not use cell phones if such conduct is prohibited by any law, regulation, or other policy.

Upon separation of employment, either voluntary or involuntary, all City issued communications systems and devises must be returned to the City for proper security controls. Failure to return City property may result in billing, collections, and/or submission of a police report for theft.

3.17.1 CREDIT CARDS

City issued credit cards are to be used for purchases on behalf of the City of Manitou Springs business activities only. At no time may an employee use a City credit card for purchases intended for personal use. Personnel using City credit cards inappropriately may face disciplinary action, including revocation of credit card privileges.

In compliance with IRS regulations, all business expenses but be supported with adequate records; employees are responsible for maintaining records and must include:

* The amount of the expenditure

* The time and place of expenditure

* The business purpose for the expenditure

Credit cards are issued by the finance department, based upon position and authorization from the City Administrator or designee.

3.18 POLITICAL ACTIVITY

City employees may participate in political or partisan activities of their choosing if City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions.

Employees may not campaign on City time, City property, or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing the employee's regular duties, may not wear or display any button, badge, apparel, (including hats, masks, etc.) or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a political cause.

Except as noted in this policy, City employees are otherwise free to fully exercise their Constitutional First Amendment rights.

Any City employee who has filed an acceptance of a petition for nomination as a candidate of an elected office of the City shall immediately resign from City employment by submitting a written resignation to Human Resources. This section does not include Fire Department personnel seeking an office with the Manitou Springs Volunteer Fire Department.

3.19 PROBLEM SOLVING / GRIEVANCE PROCEDURE

Employees that have a complaint or concern shall use the following procedure. If you have a problem, it should be discussed immediately with your supervisor.

- Attempt to resolve the issue through informal discussion with the immediate supervisor.
- If a resolution is not reached with your supervisor or it is inappropriate to go to your supervisor, discuss the situation with the Department Head.
- If the situation is not resolved, or you do not feel comfortable, communicate the problem directly to Human Resources.
- If successful resolution is not found through the chain of command and Human Resources, the employee may submit a written statement of the grievance to the Deputy City Administrator and may request a meeting with the Deputy City Administrator. The written statement should include the basis for the grievance, specific policies, rules, or regulations that were violated, and the remedy or goal being sought by the grievance. The City Administrator makes the final determination.

Employees must use the Complaint Procedure in this Handbook for complaints related to Equal Employment Opportunity, including unlawful employee harassment or discrimination. Employees reporting illegal or dishonest activities should use the Whistleblower policy (Section 2.6).

All complaints should be submitted orally or in writing according to this noted procedure, within three working days of the incident, or as soon as possible. A response to the complaint should be provided as soon as reasonably possible given the nature of the complaint.

3.20 QUALIFIED CANDIDATES

Department Directors, managers and supervisors will select candidates for interviews and notify Human Resources of the candidate selected to fill a vacancy. All candidates will receive a "contingent" offer letter, and employment will not begin until all pre-employment testing, including but not limited to, a driving record check, criminal history check, and drug screen (when applicable for safety sensitive positions), is completed. Waivers of hiring processes may only be approved in advance by the City Administrator.

The hiring of the City Administrator, City Attorney, Municipal Court Prosecuting Attorney, Police Chief, Finance Director, Municipal Judge and City Clerk positions is done by the City Council.

3.21 RELEASE OF OFFICIAL PUBLIC INFORMATION (INCLUDING TO THE MEDIA)

All City employees must abide by the City's Media Relations Policy, as approved by City Council via Resolution 0621, as it may be amended from time to time.

3.22 REPORTING CRIMINAL CHARGES

An employee must notify Human Resources if the employee has been arrested or convicted of any criminal charges no later than five (5) working days after such arrest or conviction occurs, whether resulting from on- or off-duty conduct and whether or not it occurs within City limits. This requirement shall not apply to traffic offenses, however, employees required to drive as part of their work duties must report any tickets or violations that involve charges related to illegal substances or alcohol, or bodily injury to a third-party within five (5) working days after such arrest or conviction occurs.

3.23 SEPARATION OF EMPLOYMENT

3.23.1 Resignation

Resignation is a voluntary act of separation from employment initiated by the employee. Employees are asked to notify the City as soon as possible of the intended separation. Notice generally allows enough time to transfer work, cover shifts, and return property.

After twenty (20) years of continuous service with the City, an employee who resigns will be classified as retiring from the City. An employee who the City classifies as retiring will be eligible to receive an extra month of additional pay upon separation. This pay will be in addition to receiving pay-out of any accrued vacation.

3.23.2 Job Abandonment

An employee who, without authorization, fails to report for work for three (3) consecutive days, shall be considered to have resigned voluntarily as of the end of the third consecutive day.

3.23.3 Termination

Termination is an involuntary act of separation from employment initiated by the City.

3.23.4 Reduction in Force

When warranted by changes in City operations or by fiscal circumstances, the City may impose a reduction in force. Human Resources will notify the affected employee or employees, when possible, at least two (2) weeks in advance of such reductions.

3.23.5 Exit Interview

Human Resources will recommend exiting employee complete an "exit" interview/questionnaire to solicit information about the employment experience. Exit interview documents may be found on the City Forms website in the event personnel wish to submit information without an interview.

3.24 SOCIAL MEDIA POLICY

The City expects all employees to use its social media website and blog in a manner consistent with the City's Communication Plan. *Social media* means, but is not limited to, web sites that focus on creating and fostering online social communities for a specific purpose and connect users from varying locations and interest areas, including, but not limited to, social networks (such as Facebook, LinkedIn and Nextdoor.com), instant messaging (including SMS), blogs, wikis and online collaboration (such as SoundCloud), microblogging (such as Twitter), status updates, online forums and discussion boards or groups (such as Google Groups and Whirlpool), web site link sharing, video conferencing, virtual worlds, location-based services, VOD and podcasting, geo-spatial tagging (such as Foursquare and Facebook Check In), and photo and video sharing (such as Flickr, Instagram, and YouTube).

Only designated employees are permitted to post to a City social media web site or blog. Detailed guidelines for use of City social media websites and blogs may be requested from Human Resources or your supervisor.

Employees may not speak as a representative of the City of Manitou Springs using personal social media. Employees may not disclose any sensitive, proprietary, or confidential information about the City on any personal social media site, and may not use the City of Manitou Springs logo, trademark, or branding. While employees may respectfully disagree with City actions, policies, or management decisions, they shall not post material that is obscene, defamatory, discriminatory, harassing, libelous, or threatening about the City, its employees, or officials

3.25 USE OF CITY PROPERTY

City property is to be used only for official City business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, and directives. No employee shall remove City property from City premises or City work sites without proper authorization.

3.26 USE OF CITY VEHICLES

City vehicles may be used only for the purposes of performing City work. Only authorized, qualified, and licensed City employees, or authorized maintenance providers driving vehicles to and from service locations and for testing, may operate City vehicles. Vehicles shall be operated in accordance with all applicable traffic laws, and vehicle operators shall be responsible for the condition and proper use of the City vehicle. The City reserves the right to review an employee's driving record at any time. Personnel using City vehicles, or driving personal vehicles for business purposes, are not permitted to use any electronic device, such as phones, computers, etc., while driving. If communication requires immediate response or action, the driver must pull over to a safe location to conduct business.

Authorized employees may drive City vehicles to and from their homes and work, if they are designated by their manager as being on call, provided that such employees are prohibited from using the City vehicle for any personal use. It is the responsibility of the employee to track and report mileage. The value of such mileage is reported to the Internal Revenue Service as additional income to the employee. Police Officers who drive City vehicles to and from home and work are not required to record the mileage. At no time should an employee's family members or any person unrelated to business with Manitou be in the vehicle.

City employees are required to immediately notify Human Resources and their Manager of any charges regarding suspension, revocation, DUI, denial, or loss of a Colorado Driver's License.

Should a City vehicle not be available for business use, the City will reimburse mileage at the IRS published rate for occasional use of an employee's vehicle when it is pre-authorized.

SECTION 4 - LEAVES OF ABSENCE

4.1 BEREAVEMENT LEAVE

The City of Manitou Springs provides forty (40) hours of paid bereavement leave for all full-time personnel scheduled 40 hours per week, including Police. Full-time personnel scheduled 30 to 39 hours per week, including Police, are paid 30 hours of paid bereavement leave. Part time personnel scheduled for 20 to 29 hours per week, including Police, are paid 20 hours of bereavement leave.

Fire department personnel scheduled full-time, 56 hours per week, will receive 56 hours of bereavement leave. Regularly scheduled Part-time personnel will receive 30 hours of bereavement leave. Per-diem, (as-needed) and volunteers are not paid bereavement leave.

Bereavement leave is paid for all immediate family member (see definition of "immediate family" in Section 3.11 above).

Employees may request additional time based upon personal circumstances and are required to use accrued leaves for additional days needed. The City may request documentation relating to the event at its discretion.

Alternatively, as permitted in Section 7.4, an employee may use accrued paid sick leave when grieving, attending a funeral or memorial service, or handling the financial and legal matters arising from the death of a family member.

4.2 DOMESTIC ABUSE LEAVE

In compliance with the Employment Rights for Victims of Domestic or Sexual Violence Act of Colorado, the City permits an employee of twelve months or more, who is a victim of domestic abuse, sexual assault, stalking, or other domestic violence related crimes to take up to five (5) days of leave to seek a restraining order; obtain medical care or counseling; locate safe housing or make the home secure; or seek legal assistance and prepare for or attend court-related proceedings. Personnel are required to utilize accrued leave, which shall run concurrently with the unpaid FMLA leave as set forth below in section 4.3.7. Upon exhaustion of accrued leave, the remainder of the FMLA leave period shall be unpaid. Extended leave beyond the FMLA leave period may be granted at the discretion of the City Administrator. Alternatively, as permitted in Section 7.4, an employee may use accrued paid sick leave for absences related to specified incidences of domestic abuse, sexual assault, or harassment.

4.3 FAMILY AND MEDICAL LEAVE (FMLA)

The City complies with the Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact Human Resources to discuss options for leave.

The City provides eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. Personnel will be required to use all available accrued sick, vacation and personal leave concurrently with available unpaid FMLA leave as set forth below in Section 4.3.7. The 12-month period is a rolling period measured forward from the first date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

4.3.1 Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work. Under the FMLA, "spouse" means a husband or wife, including those in same-sex marriages, "son or daughter" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis who is either under age 18 or age 18 or older and "incapable of self-care because of a mental or physical disability, and "parent" means biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a minor.

4.3.2 Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the service member's duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

4.3.3 Benefits and Protections During FMLA Leave

During FMLA leave, the City will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the City’s operations. A “key” employee is an eligible salaried employee who is among the highest paid ten percent of the City’s employees. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

The City of Manitou Springs does not participate in the Family and Medical Leave Insurance (FAMLI) Act program.

4.3.4 Employee Eligibility

The FMLA defines eligible employees as employees who: (1) have worked for the City for at least 12 months and, (2) have worked for the City for at least 1,250 hours in the previous 12 months.

4.3.5 Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than ten consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

4.3.6 Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations.

Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

4.3.7 Substitution of Paid Leave for Unpaid Leave

The City requires employees to use accrued vacation, sick and compensatory time during FMLA leave taken because of the employee’s own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military.

In addition, the employee must use any accrued vacation, sick, and compensatory time during FMLA leave taken for pregnancy, childbirth, to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active-duty status in support of a contingency operation.

4.3.8 Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures. The City may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide enough information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Enough information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees are also required to provide a certification and periodic recertification supporting the need for leave. The City may also require a second, and if necessary, a third opinion (at the City's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The City also may delay or deny approval of leave for lack of proper medical certification.

4.3.9 City Responsibilities

The City will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the City determines that the leave is not FMLA-protected, the Company will notify the employee.

4.3.10 Other Provisions

Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of exempt employees without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

4.3.11 Unlawful Acts by Employers

The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

4.3.12 Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

4.4 JURY DUTY AND COURT APPEARANCE

The City encourages employees to fulfill their civil responsibilities by serving when required. Employees must immediately notify their supervisor when they receive a notice to appear in court as a witness or for jury duty. Employees must provide their supervisor a date and time stamped Court release upon their return to work.

Employees who are required to serve as a juror in a Federal, State, County or Municipal Court shall be granted Jury Duty Leave with pay on the condition that any compensation received for such services during working days shall be turned over to the City, except for verified parking expenses and mileage allowance.

Employees who are required to appear as witnesses in cases that relate directly to their City duties shall be granted leave with pay on the condition that any compensation received for such services during working days shall be turned over to the City, except for verified parking expenses and mileage allowance.

Employees will not receive overtime while on Jury Duty Leave.

4.5 MILITARY LEAVE

Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of pay, benefits or status for no more than fifteen (15) working days each calendar year while they are engaged in training or other service under orders. Any employee who is required to continue in military service beyond the time allowed for military leave shall be afforded leave without pay for the duration of their service and shall be reinstated to full employment rights upon separation from military service as required by law, provided they report to the City for work within ninety (90) days from such separation.

Employees on military leave are paid the difference between their regular straight time pay and the pay received for military service for up to fifteen (15) working days per calendar year. To receive such pay, an employee must provide a military pay statement verifying the amount received by him or her for military service. Accrued vacation may be used for any unpaid portion of an employee's military leave.

When circumstances permit, employees taking military leave shall submit a written request for leave at least thirty (30) days in advance of the time they are scheduled for active duty or training.

Continuation of health insurance benefits is available as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA) based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable State laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact Human Resources for more information or questions about military leave.

4.6 NON-FMLA LEAVE

Employees may be granted a Non-FMLA Leave if they do not currently meet the FMLA "Eligibility Requirements." Non-FMLA Leave may not exceed 12 weeks during a 12-month period, except potentially for a workers' compensation claim or as a reasonable accommodation for an employee with a qualified disability under the parameters of the Americans with Disabilities Act (ADA) and its amendments. Potential accommodations will be determined in an interactive process between the employee and the organization.

Non-FMLA Leave is available to eligible employees for the following reasons:

- To care for the employee's spouse, domestic partner, son or daughter, (biological and/or via marriage/stepchild(ren), or parent, who has a serious health condition (as defined under FMLA regulations).
- Serious health condition (as defined under FMLA regulations) that makes the employee unable to perform the employee's job, including the employee's medical incapacity due to pregnancy, prenatal medical care, or childbirth.

For a Non-FMLA leave to be granted, the following conditions must be met:

- The employee must notify the employee's supervisor and Human Resources as soon as possible of the need for leave; and
- The employee applies for a Non-FMLA Leave, including providing a Certification of Health Care Provider form to Human Resources.

Because of the nature of our business, it is not always practical to hold a position open during a leave not covered by FMLA. In the event an employee's job is filled during a Non-FMLA Leave, an employee may be considered along with other candidates for any vacant position for which the employee is qualified.

An employee who has been on leave for their own medical condition, whether work related or not work related, and is able to return to work, must present a doctor's statement indicating the employee's fitness for duty and the date when the employee is able to return to work.

Regarding substitution of paid leave for unpaid leave under an approved leave of absence, employees must exhaust any applicable accrued sick leave, vacation, and/or compensatory time. When all applicable paid leave is exhausted, any remaining leave time would be unpaid.

During paid leave, the City's contribution and appropriate benefit deductions will continue. The following benefits will not continue during unpaid leave: vacation and sick leave accruals, holiday pay, bereavement leave, City closure, and jury duty.

An employee on unpaid leave who does not receive a paycheck during periods of Non-FMLA Leave can be retained on all enrolled City benefit plans as long as the employee makes arrangements with Human Resources, in advance, to pay the employee's portion of the benefit premiums before the end of each applicable month.

In the event that an employee fails to return from leave, the employee may be liable for the premiums paid by the employer to maintain insurance coverage unless: the failure to return occurs from circumstances beyond the control of the employee.

If an employee subsequently meets the FMLA "Eligibility Requirements" while on Non-FMLA Leave, the employee's leave will be characterized as FMLA from the date of eligibility forward and Non-FMLA Leave will end.

4.7 TIME OFF FOR VOTING

Voting is an important responsibility we all assume as citizens. We encourage all employees to exercise their voting rights in all municipal, State and Federal elections.

Under most circumstances, it is possible for the employee to vote either before or after work. If an employee does not have three or more non-scheduled work hours between 7:00 a.m. and 7:00 p.m. in which to vote, the employee may be granted up to two hours off with pay during the workday to do so. The employee must arrange for the time off with their supervisor at least a day in advance of the election.

4.8 UNAUTHORIZED LEAVE

An impermissible unauthorized absence is when an employee is absent from work without permission or notifying their supervisor using the proper call-in procedure. Call in procedures are specified by each department, based upon the specific needs within the division of work.

SECTION 5 - PAY

5.1 DEDUCTIONS FROM PAY/SAFE HARBOR EXEMPT EMPLOYEES

The City does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

a. Deductions that are required by law, e.g., income taxes.
b. Deductions for employee benefits when authorized by the employee.
c. Absence from work for one or more full days for personal reasons other than sickness or disability.
d. Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness.
e. Offset for amounts received as witness or jury fees, or for military pay; or
f. Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the City or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from the employees' pay, the employee should immediately report the deduction to Human Resources. The report will be promptly investigated and if it is found that an improper deduction has been made, the City will reimburse the employee for the improper deduction.

5.2 MOBILE DEVICES AND REMOTE ACCESS

Outside of an employee's regular work hours, there may be times in which the employee is required to use City-issued or personal mobile devices to perform work, to remotely access the City's network to perform work or to use other methods of remote access to perform work when out of the office. While the City recognizes the prevalence of mobile devices and remote access in both an employee's personal and work life, the restrictions on the use of mobile devices and remote access for work duties addressed in this Handbook must be strictly adhered to.

All time spent by non-exempt employees using electronic communications, regardless of the type of device, for work purposes will be considered time worked, is compensable, and will count toward overtime eligibility.

Electronic communications shall not be used outside of a non-exempt employee's regularly scheduled work hours unless required and authorized in advance by the employee's Department Head or the City Administrator. Non-exempt employees shall not check, read, send, or respond to work-related e-mails or texts outside of their normal work schedule unless directed to do so by their Department Head or the City Administrator. Non-exempt employees shall not use electronic communications for work, including but not limited to e-mails, texts, and communications over social media, during unauthorized times.

Access to the City's network through mobile devices or other types of remote access is a privilege, not a right. The City reserves the right to revoke access at any time.

5.3 ON-CALL TIME FOR NON-EXEMPT EMPLOYEES

All employees of the City are subject to emergency call-out. If an employee is ordered to respond to an emergency call-out that is four (4) hours or longer, the City may provide a meal to the employee. For the employee to be reimbursed for the meal the employee must have prior approval from the City Administrator or the City Administrator's designee.

Certain employees may be assigned on-call duty requiring that they be available for call-in during a specified time period outside their normal working hours. Non-exempt employees assigned to on-call duties will be eligible for on-call pay as required by law and approved by the City Administrator. Non-exempt employees will be paid a minimum of two hours for emergency call-out ***or*** for actual number of hours worked. Scheduled on-call employees will not be reimbursed for meals.

Personnel scheduled for 24 hours or more of vacation in any week may not be on-call during the same week, unless circumstances designate a need, and then it must be approved through Human Resources or the City Administrator.

5.4 OVERTIME/COMPENSATORY TIME FOR NON-EXEMPT EMPLOYEES

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees will be given the opportunity to volunteer for overtime work assignments, or the City may require employees to work overtime. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour restrictions. For all departments, except Police and Fire, the employee's regularly scheduled work hours during a holiday, up to eight (8) hours, shall count as hours worked for overtime calculation purposes regardless of whether an employee worked or not. Vacation leave time shall count as hours worked for overtime calculation purposes. Sick Leave, and other accrued time does not count as hours worked in the calculation of overtime.

For all non-exempt employees, overtime is defined as hours worked in excess of:

a. Forty (40) hours in a seven (7) day week beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday; or
b. For Fire Department personnel, overtime shall be paid pursuant to the Fair Labor Standards Act based upon an 18-day work period; or
c. For Police Department personnel, overtime shall be based upon a 14-day work period and shall be paid for hours worked in excess of 84 hours during the 14-day work period.

Compensatory time earned at 1½ times the hours worked as overtime defined above may be substituted for overtime pay at the discretion of the Department Head with authorization from Human Resources or the City Administrator. Full-time non-exempt employees may accumulate up to a maximum of 120 hours representing not more than 80 hours of actual overtime worked. With the supervisor's approval, compensatory time can be taken in any following work period within the same calendar year. Compensatory time accrued and not used by the last pay period of the year is paid out to the employee as paid overtime, or at the time of separation, whichever comes first. Compensatory time shall not be rolled over from year to year.

All overtime must be pre-approved unless on-call emergencies require it.

5.5 PREMIUM PAY

Non-exempt employees may be entitled to premium pay (additional pay in excess of an employee's regular rate of pay for performing the employee's regular job duties) for specific duties, such as functioning in Interim and/or Acting positions, and should check with their Department Head. Department Heads must go through Human Resources and/or the City Administrator to confirm whether certain work is subject to premium pay and the rate of such premium pay.

SECTION 6 - SAFETY IN THE WORKPLACE

6.1 DRUGS AND ALCOHOL IN THE WORKPLACE

The City is a drug-free workplace as required by the Drug-Free Workplace Act. The City strictly prohibits the use or possession on City premises of alcoholic beverages of any kind and drugs other than those prescribed by a physician or obtained from a legal over-the-counter source. For purposes of this policy, marijuana is considered an illegal drug, regardless of whether it is used for medical or recreational purposes in accordance with Colorado law.

No employee is permitted to report for duty while impaired by or under the influence of alcohol or drugs. An employee who reports to work impaired or under the influence of drugs (including being impaired or under the influence due to off-duty recreational or medical use of marijuana) or alcohol shall be immediately tested and relieved of the employee's duties immediately.

Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently. If an employee becomes aware that a prescription or legal over-the-counter drug is impairing or could impair the employee's job performance, the employee shall notify both the employee's supervisor and Human Resources immediately.

As required by the Drug-Free Workplace Act, each employee engaged in the performance of any Federal grant, as a condition of employment, must:

a. Abide by the terms of this policy; and
b. Notify the City in writing if the employee is convicted of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction. Upon notification of any such conviction, the City shall take-action in compliance with the Drug-Free Workplace Act and Regulations.

The City's detailed Drug and Alcohol Policy is available from Human Resources and/or on the Intranet.

6.2 GENERAL SAFETY RULES

The City is committed to a safe work environment for employees. Employees are responsible to abide by all applicable safety rules and regulations, including those in writing and verbal instructions given by their supervisor and management. The City expects employees to do their job in a manner that ensures their personal safety and that of fellow employees.

Employees should report any unsafe practices or conditions to their supervisor so corrective action can be taken. Employees are encouraged to think about how to make their workplace safer for both themselves and their co-workers. Suggestions on improving safety at the City are welcomed and should be directed to the employee's supervisor or Human Resources.

Personnel should utilize the "Stop Work Authority" (SWA) procedure at any time a safety concern arises during any portion of work processes. The City may authorize an exemption for the Fire, Police and Aquatic department as these departments may assess their own internal job needs and may not be required to respond to SWA initiatives.

If employees are injured on the job, no matter how minor, they must report this fact to their supervisor and Human Resources immediately, or within four (4) days of incident if non-emergent. All personnel involved in workers' compensation incidents shall be subject to immediate drug screening. See Workers' Compensation section for additional information.

The following lists only some of the key safety rules; the list is not intended to be exhaustive or all-inclusive. Each department may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

a. Proper training and caution are required by all employees operating any type of power equipment. Employees will not operate equipment or use tools for which appropriate training has not been received.
b. Employees are expected to use personal protective equipment appropriate to the job, such as safety glasses, safety vests, gloves, safety shoes, and hard hats, if required or appropriate to the work performed.
c. Employees may not wear loose clothing and/or jewelry while working on or near equipment and machines.
d. All accidents, regardless of severity, personal or vehicular, are to be reported immediately to the employee's supervisor and Human Resources.
e. Defective equipment must be reported immediately to the supervisor.
f. Employees are expected to know and execute proper trenching and excavation procedures when involved in such operations.
g. Employees are expected to follow proper confined space entry procedures when involved in such operations.
h. Employees are expected to wear work zone protection when work is performed on a public way.
i. All employees while working on any street or highway must wear safety reflective vests. There will be no exceptions. Safety vests will be CDOT compliant.

6.3 TOBACCO-FREE WORKPLACE

The City is concerned about the health, safety and well-being of employees and visitors to City facilities. Therefore, all City facilities and vehicles owned by the City are declared tobacco free. The use of tobacco products by employees, including e-cigarette, vaping and or any other tobacco products, will be limited to designated outside smoking areas and only during employee break times.

6.4 WORKERS' COMPENSATION

Employees are generally covered for employment-related injury or illness by the Colorado Worker's Compensation Act. Under the Act, an employee may receive benefits for missing work as a result of an employment-related injury or illness. Delay in reporting a work-related injury or illness may result in a reduction of benefits under the Act. It is a felony in Colorado for someone to willfully make a false statement or represent material to a workers' compensation claim for the purpose of obtaining benefits, payments, compensations, or award.

In compliance with the Workers' Compensation statute, C.R.S.§ 8-42-112.5: If the injury results from employee's use of alcohol or controlled substances, workers' compensation disability benefits may be reduced by one-half. This action will be determined by the workers' compensation insurance company utilized by the City

Employees who sustain work-related injuries or illnesses should inform (in writing) their supervisor and Human Resources immediately, but no later than four (4) working days following the accident, no matter how minor an on-the-job injury may appear. Employees shall cooperate in a timely manner with written reports, forms and other requests required by the supervisor, Human Resources, insurance companies, or other authorities. See Human Resources for details, including the report forms.

If medical treatment is needed, it must be provided by a City-designated provider. For life threatening emergencies, employees will be taken to the most appropriate medical facility or emergency room as determined by the responding Emergency Medical personnel. All medical referrals after the initial treatment and all follow-up care after the initial emergency room visit shall be provided by a City-designated provider.

In the event a workers' compensation injury requires time off from work, the employee may use accrued Sick, Vacation, or Compensatory Time (in that order) to supplement workers' compensation benefits not to exceed the employee's regular pay for the applicable period. Family and Medical Leave shall run concurrently with any other accrued leave available to the employee during time off from work taken due to an injury covered by workers' compensation benefits.

If an employee is unable to perform the employee's duties for the City due to a work-related injury, the employee shall not engage in any employment outside the City, including without limitation, responding to fire/medical calls as a volunteer for the Fire Department or any other agency.

The City will attempt to reasonably accommodate an employee who is released by their physician for modified duty after a workers' compensation injury or illness. Modified duty is not guaranteed and must be approved by the City Administrator in coordination with the employee's department head and Human Resources. Personnel placed on modified duty may be provided work assignments outside of employee's regular department if duties are in line with restriction and medically advised accommodations.

6.5 WORKPLACE VIOLENCE PREVENTION

The City is committed to providing a safe, violence-free workplace for our employees; therefore, personnel are not to engage in any physical confrontation with a violent or potentially violent individual behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at City-sponsored functions.

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor or Human Resources. All threats will be promptly investigated by Human Resources. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, citizens, customers, contractors, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken.

SECTION 7 - EMPLOYEE BENEFITS

7.1 EMPLOYEE BENEFITS

The City recognizes the value of benefits to employees and their families by offering a benefits program to regular full-time employees. For more information regarding benefit programs, please refer to the City's Summary Plan Descriptions (SPD), which can be obtained from Human Resources.

7.1.1 FLEXIBLE SCHEDULES

The City of Manitou Springs offers flexible schedules based on departmental needs, including remote work opportunities for some positions. Flexible schedules must allow full operations in every department during business hours. Participation is offered at the discretion of the Department Director and in consultation with the City Administrator. Flexible schedules may be terminated as a benefit at any time.

7.2 ADMINISTRATIVE ~~LEAVE~~VACATION

Key management positions in the City are expected and required to work the time necessary to meet their responsibilities. It is often necessary for employees in these positions to regularly work more than 40 hours per week. Because these positions are classified as exempt, they are not entitled to accumulate and utilize compensatory time. In lieu of compensatory time all Exempt personnel are granted 40 hours ~~5 days~~ of administrative vacation ~~leave upon hire, and each additional calendar year thereafter.~~annually. Personnel must be employed with the City as of January 1 each year to receive this benefit. New hires throughout the year are given Administrative vacation at the next calendar year and may take the time after completing 90 days of service. (The position of City Administrator is granted administrative ~~leave~~ vacation per employment contract.)

These Administrative ~~Leave~~ Vacation days are deemed available on January 1 of each year and shall not be carried over into the next year. These employees must use this time by December 31 of each year. An employee will not be compensated for unused Administrative Vacation~~Leave~~ days when employment ends for any reason.

The City Administrator has the sole discretion to grant additional administrative ~~leave~~ vacation days to these positions upon January 1 of each year following the date of hire. Any additional administrative vacation~~leave~~ days for the City Administrator must be approved by Council.

7.3 HOLIDAYS

The following days are declared paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day

- Juneteenth
- Independence Day
- Labor Day
- Indigenous People Day

- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

All full-time regular employees receive eight (8) hours of personal time annually. Personnel must be employed with the City as of January 1 each year to receive this benefit. New hires throughout the year are not given ~~provided~~ a personal day until the next calendar year begins.

When the holiday listed above falls on a Sunday, the following Monday shall be considered a holiday, and when the holiday listed above is on a Saturday, the preceding Friday shall be considered a holiday. Full-time civilian employees (those other than Police and Fire employees covered by Section 7 of the FLSA) who are hired to work at least forty (40) hours a week receive compensation for a holiday for eight (8) hours. Full-time employees who are hired to work between 30 and 39 hours a week shall receive pro-rated holiday compensation based upon their work schedule.

A holiday falling within an employee's pre-approved scheduled vacation will not be charged against the employee's accrued vacation time.

Police and Fire personnel do not receive compensation for non-worked holidays. Police and Fire do receive pay at time and a half for 8 hours of their shift, in addition to their regular pay, if they work on the actual holiday.

The "personal day" referred to in the list above accrues on January 1 of each year for all full-time employees, including Police personnel, on the payroll as of that date, and it must be taken in the same calendar year, or it is forfeited. An individual who commences employment with the City after January 1 is not eligible for a personal day until January 1 of the following year. For Fire personnel, a personal day shall consist of twenty-four (24) hours rather than eight (8) hours. Full-time employees who are hired to work between 30 and 39 hours a week shall receive a pro-rated personal day based upon their work schedule.

~~Any employee~~General city personnel required to work on a holiday~~, such employee~~ shall receive 8 hours of holiday pay, in addition to time and one half for up to 8 hours worked on a holiday.~~additional pay at a rate of one- and one-half for a minimum of two (2) hours *or* actual hours worked, whichever is greater.~~ The employee may be allowed to accrue compensatory time in lieu of pay at the rate of one- and one-half times the regular rate of pay if approved by the employee's supervisor, Human Resources, or the City Administrator.~~ This includes per-diem and/or part-time employees~~. Part-time and per-diem employees are not paid for hours not worked on a holiday, however, will receive time and one half for hours worked, up to a maximum of 8 hours. Part-time and per-diem employees may not accrue compensatory time.

7.4 SICK LEAVE

Full-time employees, including police officers, hired to work at least forty (40) hours a week will accrue eight (8) hours of sick leave each month. Full-time employees hired to work between 30 and 39 hours a week will accrue sick leave at .75 of eight (8) hours or six (6) hours. Fire personnel will accrue sick leave at the rate of one-hundred twenty-five (125) hours per year, with actual accrual occurring through the year on a pro-rated basis.

Accrued sick leave may be used for absences authorized by the Healthy Families and Workplaces Act, C.R.S. § 8-13.3-401, *et seq.* ("HFWA") as it may be amended from time-to-time, which includes without limitation the following reasons:

- The employee has a mental or physical illness, injury or health condition that prevents work.
- The employee needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- The employee needs to obtain preventative medical care.
- The employee needs to care for a family member who has a mental or physical illness, injury, or health condition.
- The employee needs to care for a family member who needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition.
- The employee needs to care for a family member who needs to obtain preventative medical care.
- The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to seek medical attention, mental health care or other counseling, legal or other victim services, or relocation related to or resulting from the domestic abuse, sexual assault, or harassment.
- Closure by a public official of the employee's place of business or the employee's child's school or place of care due to a public health emergency (as defined by the law), requiring the employee to care for the child.
- The employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care.
- The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

Full-time regular employees may carry accrued sick days over from one year to the next. The maximum accrual allowed for full-time employees is 480 hours; and for part-time and per-diem employees the maximum accrual is 48 hours. The maximum carry-over allowed for full-time Fire Department personnel is 625 hours; and for part-time and per-diem Fire Department employees, the maximum accrual and carry-over is 48 hours.

If the need for sick leave is foreseeable, employees are required to give at least 30 days advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical. Personnel missing four (4) or more consecutive sick days must provide a physician's release to return to work. Personnel must provide the release to the Human Resource department, then department supervisor/manager will be notified that employee is cleared to return to work. Notice of any restrictions will be communicated by the Human Resource department as appropriate.

If an employee is on vacation and becomes ill, sick leave may be used in lieu of vacation time; proof of illness may be required, and changes must be authorized by Human Resources or the City Administrator.

Unused sick days are forfeited when an employee's employment ends for any reason. If an employee separates from employment and is rehired by the City within six months after separation, any forfeited paid sick leave required to be provided pursuant to the HFWA, will be reinstated.

7.5 SICK LEAVE DONATION POLICY

Employees may donate accumulated sick leave hours to a bank for distribution to aid another employee who has exhausted all paid leave and who is unable to work due to a serious medical condition or who needs time off to care for a family member with a serious medical condition, as defined by the Family and Medical Leave Act.

To donate, donating employees must complete the sick donation form on the employee forms site indicating the number of earned sick leave hours the employee wishes to donate to the sick leave bank. The donations must be in full hour increments. Employees wishing to donate sick leave hours to the donation bank must do so on a strictly volunteer basis. No employee may donate more than 80 hours of sick leave per calendar year and may not donate if the donation will cause the employee's accrued sick hours to be less than 240 hours at the time of the donation. Personnel retiring or resigning from the City may donate all sick hours to the bank, no matter the remaining balance as the individual will no longer have a need for the time. Personnel reaching a “use-or-lose” situation at the end of each calendar year may donate any hours that would be lost.

To receive a donation from the sick leave bank, the recipient must have exhausted all of their own sick leave, vacation, and other paid time off. The recipient must have worked a minimum of 1020 hours for the City, the recipient must be on an approved leave, and submit a signed request using forms available from Human Resources. A physician’s statement indicating the expected duration of the illness or injury is required.

All hours must be taken as time off. No cash payments for donated sick leave will be made to a recipient employee. If a recipient employee separates from employment after receiving, but not using, any amount of donated sick leave, that unused leave shall be credited back to the sick leave bank. The employee’s supervisor, in cooperation with Human Resources, will evaluate the eligibility of the recipient for donated time off based on the criteria in this Section. Based on the request, donated time off will be provided to the recipient on a week-to-week basis up to a maximum of 480 hours of donated sick leave time per calendar year.

If a recipient employee receives paid leave hours from a donating employee with a different pay rate, the leave time is converted based on the recipient employee’s pay rate, so that the dollar value of the surrendered leave remains the same but leave taken by the recipient employee is always paid at the recipient employee’s regular rate of pay. For example, if the donating employee is regularly paid $15.00 per hour and surrenders eight hours of paid leave to the bank and that leave is given to a recipient employee who is regularly paid $10.00 per hour, the recipient employee will receive 12 hours of paid leave, paid at $10.00 per hour (8 hours x $15.00 = $120 value, and $120.00 value/$10.00 per hour = 12 hours).

7.6 HEALTHY FAMILIES & WORKPLACES (HFWA) – PAID SICK LEAVE

To the extent not covered elsewhere in this Employee Handbook, the City will provide paid sick leave as required by the HFWA, provided that the benefits set forth in this Section shall not be in addition to sick leave benefits provided to regular employees if those benefits satisfy the requirements of the HFWA. Instead, this Section: (1) provides sick leave benefits to part-time employees who are not otherwise provided sick leave elsewhere in this Handbook to the extent required by the HFWA; and (2) provides sick leave benefits to full-time employees to the extent sick leave benefits provided to full-time employees elsewhere in this Handbook do not meet the minimum requirements of the HFWA.

Paid Leave under the Healthy Families & Workplaces Act beginning in 2021

Beginning January 1, 2021, the City will ensure that each employee receives a minimum of one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours per year.

- Employees begin accruing paid sick leave when employment begins and may use that leave as it is accrued. If an employee has a need for paid sick leave under this policy in advance of the accrual, they may make that request in writing.
- Employees can accrue and use up to a maximum of 48 hours of sick leave in a 12-month period.

- Employees may carry forward up to 48 hours of sick leave not used in the prior year.
- Paid sick leave under the HFWA is capped at 48 hours of accrued leave in a year.
- An employee may use paid sick leave in hourly increments.
- Employees are requested to provide advance notice to their supervisor of the need for leave whenever practical, and at a minimum, employees must notify their supervisor before the beginning of any work shift of the need for leave.
- For an absence of four or more consecutive days, documentation from a health care provider regarding the need for leave will be required.

Use of leave beginning in 2021

Paid sick leave may be used for any authorized reason set forth in the HFWA as it may be amended from time-to-time, including the reasons set forth in Section 7.4 of this Employee Handbook.

Paid sick leave during a public health emergency beginning in 2021

Colorado Senate Bill 20-205 requires employers to provide employees with additional (“supplemental”) paid sick leave during a public health emergency as ordered by the State of Colorado.

- Employers must provide employees who normally work 40 or more hours per week with at least 80 hours of supplemental paid sick leave. This is not in addition to the sick leave currently provided under this Employee Handbook.
- For employees who work less than 40 hours a week, employers must provide supplemental paid sick leave in the amount of time that is the greater of the time the employee is scheduled to work in a 14-day period or the amount of time the employee works on average in a 14-day period. This is not in addition to the sick leave currently provided under this Employee Handbook.
- Employees must use available accrued paid sick leave before supplemental leave under this section can be used.
- Employees may use this supplemental leave for up to a month after the end or suspension of a public health emergency.
- This supplemental sick leave may be used by an employee for the following purposes:

    1. to self-isolate and care for themselves because they have been diagnosed with or are experiencing symptoms of a communicable illness.
    2. to seek or obtain diagnosis and care because they are experiencing symptoms of a communicable illness.
    3. to care for a family member who is doing the same during a public health emergency.
    4. to seek preventive care concerning a communicable illness.
    5. to care for a child or other family member when childcare provided is unavailable due to a public health emergency; or if the child’s or family member’s school or place of care has been closed by a local, State, or Federal public health order or at the discretion of the school due to the public health order, including if the school is closed but provided instruction remotely.

6. due to an employee's inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness; or
7. to care for a family member who is: a) self-isolating after being diagnosed with the communicable disease, b) self-isolating because of experiencing symptoms of the communicable disease; c) needs medical diagnosis care, or treatment if experiencing symptoms of a communicable disease; or d) seeking preventive care concerning a communicable disease.

Retaliation or Interference with HFWA Rights

The City will not retaliate against any attempt by an employee to exercise their rights under the HFWA or from counting paid sick leave used by an employee as an absence that may lead to or result in disciplinary action. This includes an employee who:

- Requests or takes HFWA leave.
- Informs another person about HFWA rights or supports that person's exercise of HFWA rights.
- Files a HFWA complaint.
- Cooperates/assists in an investigation about potential HFWA violations.

7.7 VACATION

Full-time employees, including Police personnel, hired to work at least 40 hours a week, will accrue vacation, calculated on a bi-weekly basis, as follows:

Years Employed	Vacation Time Accrued Per Year	
0-4	10 days	(80 hours)
5-9	15 days	(120 hours)
10-19	20 days	(160 hours)
20+	25 days	(200 hours)

Full-time employees, including Police personnel, hired to work between 30 to 39 hours a week will accrue vacation based upon the above schedule multiplied by the percentage of 40 hours per week the employee works for each bi-weekly period that vacation accrues.

Full-time Fire Department personnel accrue two-hundred fifty-eight (258) hours of vacation leave each year. Part-time and per-diem Fire personnel do not accrue vacation time (sick accrual is based upon the HFWA, Section 7.6).

Unused accrued vacation is paid at separation of employment.

Vacation may be utilized only with the prior approval of the employee's Department Manager and only after the vacation to be used has accrued. Vacation may not be taken in increments less than one-quarter (¼) hour. Managers will ensure that at no time the workforce will be depleted to the extent work productivity will be diminished.

Employees will only be allowed to ~~carryover~~carry over the number of hours they accrue according to years of service. Any additional vacation hours will be lost if not used by the last pay period of the year.

Fire Department personnel will be allowed two-hundred fifty-eight (258) hours of carryover time. Any hours over two-hundred fifty-eight (258) will be lost if not used by the last pay period of each year.

Under no circumstances will an employee be paid for accrued vacation while the employee is employed by the City.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

THIS ACKNOWLEDGMENT IS TO BE COMPLETED AND SIGNED BY THE EMPLOYEE AND RETURNED TO THE HUMAN RESOURCES DEPARTMENT. EMPLOYEES ARE ENCOURAGED TO KEEP A COPY FOR THEIR OWN RECORDS.

I hereby acknowledge receipt of the Employee Handbook of the City of Manitou Springs. I understand and agree that it is my responsibility to read and comply with the policies in the Handbook.

I understand that the Handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, City practices, nor other communications create an employment contract or term.

I have entered my employment relationship with the City voluntarily and acknowledge that there is no specified length of employment. I understand that my employment is "At Will" accordingly, either I or the City can terminate the relationship at will, with or without cause, at any time.

I understand that I must strictly adhere to the City's confidentiality policies and procedures.

I acknowledge that revisions to the handbook may occur except to the City's policy of employment-at-will. All such changes may occur with or without notice, and I understand that revised information may supersede, modify, or eliminate existing policies. Only City Council has the authority to revise the policies in this Handbook.

I have read, understand, and agree to adhere to the City of Manitou Springs Employee Manual.

Print Name: ______________________________________

Signature: ____

Date: ____

Memorandum

Title: An Executive Session for the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, regarding the COG Railway and the reimbursement payments set forth in the Tax Incentive Program Agreement dated November 20, 2018.

From:

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time:

January 21, 2025

Purpose:

Background:

Pros and Cons:

Fiscal Impact:

Workload Impact:

Recommended Action:

COG Excise Tax Payments (deadline is the 20th of the following month, unless is on the weekend or a holiday, then the day after) 10-311-400

	2021	2022	2023	2024	2025	2026
Jan	-	21,368.27	25,042.44	19,891.43		
Feb	-	20,294.53	25,630.69	15,525.46		
March	-	52,546.92	52,711.22	45,137.56		
April	-	48,493.83	43,551.73	18,900.83		
May	37,658.39	91,673.50	92,269.18	67,810.98		
June	125,373.31	185,071.00	174,929.81	191,963.59		
July	166,698.95	206,456.22	238,147.00	250,883.74		
Aug	171,022.89	140,885.94	172,821.66	179,320.02		
Sept	149,155.52	133,889.79	145,731.43	141,584.47		
Oct	107,125.84	101,678.88	108,644.45	114,042.95		
Nov	55,965.63	52,307.89	55,669.93	41,970.04		
Dec	49,170.62	47,695.71	56,729.22			
Received	862,171.15	1,102,362.48	1,191,878.76	1,087,031.07	-	-
Limit under Tax incentive program Agreement (Cog Railway) "Pike's Peak Railway Company/ The Oklahoma Publishing Company". If ridership is over 375,000, the excise tax generated by the excess riders is not subject to reimbursement.	**$ 507,500**	**$ 507,500**	**$ 507,500**	**$ 507,500**	**$ 515,113**	**$ 515,113**
Refund:	**354,671.15**	**594,862.48**	**684,378.76**	**579,531.07**		
Passengers:	273,384	347,812	372,121			

HISTORIC MANITOU SPRINGS

CITY OF MANITOU SPRINGS
Contract Checklist

City Department: City Administration Dept. Staff Member: Malcolm Fleming

Type of Contract: Tax Incentive Program Agreement (Cog Railway) Contract # (if applicable): ______
(ie: Services Agreement, Amendment, Change Order, Grant, etc...)

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

☒ No ☐ Yes - Grant #: ______ Funding Agency: ______

Grant Amount: $ ______ City Match Amount: $ ______

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: Tax Incentive agreement for the Cog Railway

---

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

Agency/ Business name: Pike's Peak Railway Company/ The Oklahoma Publishing Company Phone #: 405-475-3673

Agency/Business address: P.O. Box 25125 (Street) Oklahoma City (City) OK (State) 73125 (Zip)

(Required if related to State/Federal Funding) DUNS #: ______ *(attach printout of www.sam.gov or similar info behind cover sheet)*

Point of Contact: Gary Pierson - CEO
Name & Relation to Agency /Business

Point of Contact Phone #: (405) 202-9640 Point of Contact email: GPierson@opubco.com>

Contract Effective Date: 11-20-2018 Term. Date: ☐ End date 12-31-2070
☐ Upon Completion

Contract Amount not to exceed: $ n/a

(per Municipal Code Ordinance - Chapter 3.32)

☐ <$20K – Approval required by authorized Dept. Head or designee -*date approved*: ______
$5K -$20K – min. 3 solicitation of **verbal or written** bids required (☐ *Attached behind cover sheet*)
>$10K, then quotes required for materials and supplies (☐ *Attached behind cover sheet*)

☐ >$20K – Approval required by City Administrator or designee- *date approved*: ______
>$20K min. 3 solicitations of **written** bids required (☐ *Attached behind cover sheet*)

☐ >$50K – Approval required by City Council – *date approved*: 11-20-2018
>$100K, Formal RFP process required ((☐ *Attached behind cover sheet RFP information and other pertinent information*

Check if bid is not required ☒ and state Reason bid is not required: specialty agreement specific to company

Do Contract Terms include insurance coverage or bond requirement?

☒ No ☐ Yes
- ☐ Insurance / Bond certificate/info attached at end of contract
- ☐ n/a - Why n/a? ______

Are there exhibits included in this Contract?

☐ No ☒ Yes - # of Exhibits: 1 - List Exhibits: A – Base Excise Tax Schedule ☒ Attached
______ ☐ Attached
______ ☐ Attached
______ ☐ Attached
______ ☐ Attached

Execution City Official (*print*): Mayor Ken Jaray

☐ Affidavit(s) within Contract are signed & notarized (*or*) ☒ n/a

☒ Copies provided to all interested parties

☒ Original provided to City Clerk's office

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

Verified &
Submitted by City Staff Member (*print & sign*): Alicia Stoke Date: 12-3-2018

Comments: ______

City Clerk's Office Only
City Clerk – verified: ______
Destruction Date: ______

20170727

TAX INCENTIVE PROGRAM AGREEMENT
(COG RAILWAY)

THIS TAX INCENTIVE PROGRAM AGREEMENT (the "Agreement") is made and executed effective this 20th day of November, 2018 (the "Effective Date"), by and between the CITY OF MANITOU SPRINGS, COLORADO, a Colorado home rule municipal corporation (the "City") and MANITOU and PIKE'S PEAK RAILWAY COMPANY, a Colorado Corporation with an address of 515 Ruxton Ave. Manitou Springs, CO 80829 (the "Owner") (individually a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, Owner is the owner of a major tourist attraction in the City commonly referred to as the Manitou and Pike's Peak Cog Railway (the "Cog Railway"), which is a source of substantial tax revenue for the City, serves as a draw for visitors to the City, provides employment opportunities within the City, benefits other businesses in the City, and contributes to the historic character of the City;

WHEREAS, the Cog Railway requires substantial and expensive maintenance, repairs, and upgrades of its facilities to resume and continue operating;

WHEREAS, the continued operation of the Cog Railway is vital to health and welfare of the City and its residents and businesses, without which the City's governmental operations would be jeopardized due to substantially reduced revenue, the City would experience less tourist visits, there would be less employment opportunities, and there would be fewer customers for other businesses within the City;

WHEREAS, the term of this Agreement is no longer than the expected life of the repairs and upgrades planned for the Cog Railway and is specifically intended to provide a long-term incentive to the Cog Railway to continue its operations;

WHEREAS, the Parties wish to memorialize all aspects of their agreement regarding a tax incentive program, which is required to ensure the resumed and continued operation of the Cog Railway in a manner that benefits the City residents and businesses; and

WHEREAS, the Parties intend to work jointly to mitigate traffic and parking concerns in the City of Manitou Springs and commit to use their best cooperative efforts, including but not limited to financial cooperation, to address these parking and traffic concerns.

NOW THEREFORE, the Parties hereto, for themselves, their successors and assigns (to the extent this Agreement is assignable, as specified hereinafter), in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

1. Authority. This Agreement is entered into pursuant to the home rule powers of the City of Manitou Springs under Article XX of the Colorado Constitution and Section 2.2 of the Manitou Springs City Charter.

2. Application. This Agreement shall apply to the Cog Railway and related facilities (including without limitation the gift shop, parking lots, and cafes), which have the current address of 515 Ruxton Ave. Manitou Springs, CO 80829 (the "Property").

3. Term and Termination. This Agreement shall commence on the Effective Date and shall terminate on the earlier of: (i) December 31, 2070; or (ii) Owner abandoning regular operation of the Cog Railway, which Owner may decide to do so in Owner's sole discretion. Abandonment of regular operation of the Cog Railway shall mean that Owner does not provide regular daily service to the general public of rides on the Cog Railway from April through November (the "Operating Season") for two (2) consecutive years. The following shall not be considered to constitute an abandonment of regular operation of the Cog Railway for purposes of this Section:

a. Cessation of daily service during the period of reconstruction of the Cog from Effective Date until substantial completion of the reconstruction;

b. Cessation of daily service during Operating Season due to a Force Majeure event (as defined in Section 14).

4. Common Cog Railway Name. For branding purposes, the Parties will work collaboratively to affirm the commonly referred name of the Cog Railway as the "Manitou and Pike's Peak Cog Railway". Nothing herein is intended to prevent the use of The Broadmoor's name in association with Cog operations.

5. Excise Tax on Ticket Sales and Admission Fees.

During the term of this Agreement, Owner shall pay the full amount of tax owed to the City pursuant to Chapter 3.16 of the Manitou Springs Municipal Code as it may be amended from time-to-time (the "Excise Tax"), subject to an incentive payment from the City calculated as follows:

a. For calendar years one (1) through fifty (50) (years 2021 through 2070 as shown on **Exhibit A**) of this Agreement, all Excise Tax amounts collected by Owner and paid to the City resulting from activity on the Property in excess of the amounts shown in **Exhibit A** (the "Base Excise Tax") in each calendar year shall be reimbursed by the City to Owner (the "Excess Excise Tax") except as further provided in Subsections (b) and (c), below.

b. In calendar years twenty-six (26) through fifty (50) of this Agreement, the City shall reimburse to Owner the lesser amount of (i) the Excess Excise Tax as calculated pursuant to Subsection (a), above, or (ii) the amount of Excise Tax paid by Owner to the City for such calendar year in excess of three and eight-tenths percent (3.8%) of all Owner revenue that was subject to the Excise Tax for such calendar year.

c. All amounts collected by Owner and paid to the City pursuant to Subsection (a), above, resulting from activity on the Property exceeding Three Hundred Seventy-Five Thousand (375,000) riders in any calendar year shall not be subject to reimbursement.

d. Owner shall collect and remit all taxes owed to the City, including without limitation all Excise Tax. Payment to Owner by the City for any amounts owed under this Section 5 shall occur on or before March 1st of the year immediately following the applicable calendar year.

6. Parking Facilities and Transportation Management. The Parties agree to work collaboratively to address parking and transportation management issues. In this regard, the Parties agree to attempt to:

a. Create a total of 300 to 400 new parking spaces in an area as defined by Subsection (b), below.

b. Meaningfully reduce traffic congestion on Ruxton Avenue and in downtown Manitou Springs. It is currently desired that these parking spaces be located to the east of the intersection of Manitou Avenue, El Paso Blvd and Deer Path Avenue, or west of the intersection of Manitou Avenue and Minnehaha Avenue.

c. Serve these parking spaces with convenient shuttle service that goes through downtown Manitou Springs to the Cog Railway, with stop(s) in downtown Manitou Springs.

d. Explore using the new parking spaces and adjacent property as a transportation hub and site for a Cog Railroad history museum, depending on the space available to meet parking, transportation and Hiawatha building use needs.

e. Jointly evaluate and determine the advisability of the location or locations, design, capacity, funding and completion date for parking improvements and shuttle service contemplated in this Section and, if appropriate, to implement one or more of the following options:

i. Upgrading the surface parking facility on the Hiawatha Gardens site.

ii. Creating a surface parking facility at a location other than the Hiawatha Gardens site.

iii. Creating a parking structure either on the Hiawatha Gardens site or a mutually agreed on alternate site.

f. Assist with the property acquisition, design, construction and related costs of a selected option(s). The Parties' individual contributions are expected to be at least $500,000 each. If the Hiawatha Gardens site is selected as a site, the current market appraised value of the land on which the parking facility is constructed at the Hiawatha Gardens site shall be credited toward the City's minimum contribution referenced in the previous sentence.

g. If the Parties have joint ownership of any such facilities, share pro rata in the profits of same after reasonable expenses including charges for regular care and maintenance and management of the same.

h. Nothing contained herein shall prevent either Party from operating its own parking and shuttle operations at its own cost.

i. If any disputes arise between the City and the Owner regarding any terms associated with the parking facility location, design, capacity, completion, costs or other factors, the Parties shall attempt to resolve those disputes in accord with the "Dispute Resolution" provisions in Section 23 of this Agreement.

7. Volunteer Payments. Owner shall pay to the City two payments of Five Hundred Thousand Dollars ($500,000.00) each on or before December 1 of 2018 and 2019, and one payment of Two Hundred Fifty Thousand Dollars ($250,000.00) on or before July 1, 2020.

8. Use Tax. In addition to Section 5 above, the City shall reimburse the payment of all use taxes paid to the City pursuant to Chapter 3.12 of the Manitou Springs Municipal Code or elsewhere for the years of 2018 through 2021, if any, and the City shall reimburse the payment of use taxes paid to the City, if any, for the replacement of Cog Railway rolling stock any time prior to 2042.

9. Periodic Review of Community Impact. The Parties shall periodically, or as requested by either party, jointly review parking utilization, traffic congestion and infrastructure impacts, and visitor, business and resident satisfaction. If this analysis shows that any factor has a significant negative impact, the City and the Owner shall jointly attempt to develop a plan to mitigate the negative impact.

10. Conditional Use Permit. Owner shall submit an application for a conditional use permit and any other required permits to encompass all of Owner's planned operations on the Property, which the City shall process pursuant to the applicable provisions of the Manitou Springs Municipal Code.

11. Tap Fee Waiver. To the extent new water or sewer tap fees are owed by Owner due to renovation or reconstruction of the existing depot located on the Property, the City shall waive such fees.

12. Building Permits/Planning Review. The City and Owner shall cooperate on the following matters:

a. Plan submittal and review for the renovation, demolition, and/or expansion of the existing depot and related structures located on the Property, which shall maintain architectural consistency with the historical appearance of the existing depot and related structures; and

b. Donation by Owner of certain historical "rail related" assets to a Cog rail museum.

13. Retained Legislative Authority. Nothing set forth herein is intended to limit or restrict the legislative authority of the City Council, which the City expressly retains to fullest extent permitted by law, including authority pursuant to Article XX of the Colorado Constitution.

14. Force Majeure. Neither Party to this Agreement will be liable for failure to perform any of its obligations hereunder (other than payment obligations) during any period in which such performance is delayed by fire, flood, war, riot, embargo, organized labor stoppage, earthquake, or other similar acts of nature, acts of civil and military authorities, or terrorism, provided, however, that the Party suffering such delay promptly notifies the other Party of the delay and diligently pursues a resolution to the Force Majeure act resulting in the Party's delayed performance, if commercially practicable.

15. Nonappropriation/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation by the City of sufficient funds to pay the Excess Excise Tax, any other reimbursements under Section 5 of this Agreement, or Use Taxes reimbursed as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year resulting in the inability of the City to pay Excess Excise Tax, any other reimbursements under Section 5 of this Agreement, or reimbursed Use Tax hereunder, the City shall not be obligated to make payment of the non-appropriated amounts in such year. This agreement shall not be construed as a creating a debt or liability owed by the City to Owner.

16. Subordination. Notwithstanding anything in this Agreement to the contrary, Owner shall have no right, claim, lien, or priority in or to the City tax revenue superior to or on parity with the rights, claims, or liens of the holders of any revenue bonds, notes, certificates, or debentures payable from or secured by any excise or use taxes, existing or hereafter issued by the City, and that all rights of Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such tax revenue bonds, notes, certificates, or debentures, issued by the City and payable from or secured by any excise or use taxes.

17. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any legal defects in this Agreement. Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and agreements reached with respect to the subject matter of this Agreement. All Recitals set forth in the beginning of this Agreement and all exhibits attached hereto are incorporated herein by this reference.

18. Legal Challenges. Any and all undisbursed "Excess Excise Tax" subject to reimbursement hereunder shall be escrowed in the event there is a legal challenge affecting the obligations of the Parties pursuant this Agreement in general or to this Agreement specifically. In the event of such a legal challenge, Owner may continue to receive reimbursements under this Agreement if it posts a bond or other security, in a form acceptable to the City, for the full amount of such reimbursements. The City shall actively defend against any such legal challenge, and Owner may participate in such defense at its own cost and expense.

19. Assignment. None of the obligations, benefits, and provisions of this Agreement shall be assigned in whole or in any part without the express written authorization of the Manitou Springs City Council. The City shall not be allowed to assign its obligations under this Agreement. In addition, no third party may rely upon or enforce any provision of this Agreement, the same being an agreement solely between the City and Owner, and which agreement is made for the benefit of no other person or entity. The preceding sentence notwithstanding, this Agreement and Owner's rights hereunder may be assigned to a company under substantially the same ownership as Owner.

20. Modifications. This Agreement shall be subject to amendment only by a written instrument executed by each Party. Any such amendment shall require the approval by the City Council of the City of Manitou Springs at a regular or special meeting of the City Council, and execution thereof by the Mayor and attestation by the City Clerk.

21. Notices. Any written notices provided for or required in this Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the Parties at the following addresses:

To the City:	City Administrator City of Manitou Springs 606 Manitou Avenue Manitou Springs, Colorado 80829
With a copy to:	Hoffmann, Parker, Wilson & Carberry, P.C. 511 16th Street, Suite 610 Denver, CO 80202-4260
To Owner:	The Broadmoor Hotel, c/o Chief Executive Officer One Lake Avenue Colorado Springs, Colorado 80906
With a copy to:	Anschutz Corporation c/o General Counsel 555 17th Street, Ste. 2400 Denver, Colorado 80202

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in El Paso County, Colorado.

23. Dispute Resolution. The Parties to this agreement value their ongoing working relationship and desire to maintain that relationship in spite of conflicts or disagreements that may from time to time arise. The Parties also recognize that most disputes can be resolved through open and constructive dialogue. The Parties agree to engage in such dialogue informally in the event of any disputes concerning the interpretation or operation of this agreement. In the event that

informal dialogue is not successful in resolving the dispute the Parties agree to engage the services of a third-party mediator and to participate in mediation as long as both Parties agree that it is productive. Mediation will be attempted prior to the initiation of any formal claims or lawsuits. The cost of such mediation share be paid equally by the Parties.

24. Discontinuation of repairs and replacement. Should Owner discontinue its efforts to repair and replace the Cog Railway or its operations generally at any time before completion of same, which Owner may do at any time in its sole discretion, this Agreement shall automatically terminate upon notice to the City. Any and all monies paid by Owner to the City before such time shall be retained by the City and not returned to the Owner, and Owner hereby relinquishes and waives any and all claims to such monies.

25. Headings. The headings of paragraphs in this Agreement are for convenience of reference only, and shall not be deemed to expand, limit, or define any of the provisions hereof.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

MANITOU AND PIKE'S PEAK RAILWAY COMPANY

By:________________________________

Its: ________________________________

THE CITY OF MANITOU SPRINGS, COLORADO

By:________________________________
Ken Jaray, Mayor

ATTEST:

____
Donna J. Kast, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed, sworn to and acknowledged before me this 27 day of November, 2018, by Ken Jaray as Mayor of the City of Manitou Springs, Colorado.

My commission expires: 8-20-2022

(SEAL) ALICIA A STOKE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974010000 MY COMMISSION EXPIRES AUGUST 20, 2022

____
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF)

Subscribed, sworn to and acknowledged before me this ____ day of ___________, 2018 by ________________, as ________________ of the Manitou and Pike's Peak Railway Company.

My commission expires:

(SEAL)

____
Notary Public

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

MANITOU AND PIKE'S PEAK RAILWAY COMPANY

By: ______________________

Its: SECRETARY

THE CITY OF MANITOU SPRINGS, COLORADO

By: ______________________
Ken Jaray, Mayor

ATTEST:

____
Donna J. Kast, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed, sworn to and acknowledged before me this 27 day of November, 2018, by Ken Jaray as Mayor of the City of Manitou Springs, Colorado.

My commission expires: 8-20-2022

(SEAL) ALICIA A STOKE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974010000 MY COMMISSION EXPIRES AUGUST 20, 2022

____
Notary Public

STATE OF ~~Colorado~~ GEORGIA)
) ss.
COUNTY OF GLYNN)

Subscribed, sworn to and acknowledged before me this 28 day of NOVEMBER; 2018 by GARY PIERSON, as SECRETARY of the Manitou and Pike's Peak Railway Company.

My commission expires: JANUARY 31, 2022

(SEAL) SHERYL L BACOT NOTARY EXPIRES GEORGIA JAN. 31, 2022 PUBLIC GLYNN COUNTY, GA

____
Notary Public

EXHIBIT A

BASE EXCISE TAX SCHEDULE

Year 1	2021	$507,500	Year 26	2046	$565,911
Year 2	2022	$507,500	Year 27	2047	$650,000
Year 3	2023	$507,500	Year 28	2048	$650,000
Year 4	2024	$507,500	Year 29	2049	$650,000
Year 5	2025	$515,113	Year 30	2050	$650,000
Year 6	2026	$515,113	Year 31	2051	$650,000
Year 7	2027	$515,113	Year 32	2052	$650,000
Year 8	2028	$515,113	Year 33	2053	$675,000
Year 9	2029	$527,990	Year 34	2054	$675,000
Year 10	2030	$527,990	Year 35	2055	$675,000
Year 11	2031	$527,990	Year 36	2056	$675,000
Year 12	2032	$527,990	Year 37	2057	$725,000
Year 13	2033	$535,910	Year 38	2058	$725,000
Year 14	2034	$535,910	Year 39	2059	$725,000
Year 15	2035	$535,910	Year 40	2060	$725,000
Year 16	2036	$535,910	Year 41	2061	$725,000
Year 17	2037	$543,949	Year 42	2062	$750,000
Year 18	2038	$543,949	Year 43	2063	$750,000
Year 19	2039	$543,949	Year 44	2064	$750,000
Year 20	2040	$543,949	Year 45	2065	$750,000
Year 21	2041	$557,548	Year 46	2066	$750,000
Year 22	2042	$557,548	Year 47	2067	$750,000
Year 23	2043	$557,548	Year 48	2068	$775,000
Year 24	2044	$557,548	Year 49	2069	$775,000
Year 25	2045	$565,911	Year 50	2070	$775,000

Memorandum

Title: An Executive Session for the purposes of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to Section 5.1(d) of the Manitou Springs Municipal Charter, regarding the Intergovernmental Agreement with the City of Colorado Springs concerning the Incline.

From: Roy Chaney - Deputy City Administrator & Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time:

January 21, 2025

Purpose:

The purpose of this meeting is to seek guidance and direction from the City Council regarding the proposal for private management of the Incline. Specifically, we aim to determine whether the Council believes we are on the right track, address any concerns, and confirm whether we should continue moving forward with this initiative. We are also seeking feedback on how best to proceed with negotiations with Colorado Springs, other stakeholders, and the management company, as well as determining the timeline for implementation. Additionally, we request the Council's input on when they would like this project to start and any further steps they would like us to take before bringing an agreement for review and approval.

Background:

The Incline in Manitou Springs has become a significant attraction, drawing thousands of visitors annually. However, the increasing popularity has led to congestion, environmental strain, and challenges in maintaining a high-quality user experience. As we consider a new approach to managing the Incline, we're proposing a shift toward private management, with a self-sustaining model funded by a reservation-based user fee. This approach is inspired by the successful systems at Maroon Bells and Hanging Lake and aims to address these challenges while enhancing both the economic and environmental sustainability of the area.

A reservation-based system would help limit the number of visitors, reducing traffic and parking issues in the downtown core and along Ruxton Avenue. It also allows for better environmental protection by controlling access to the trails, minimizing the degradation of natural resources. With professional management, we can expect improvements in trail maintenance, restroom facilities, and shuttle services, which are supported by lot attendants to help manage parking and transportation flow. In the future, there is also the potential to expand these shuttle services as the management company is highly

experienced in transportation logistics.
Operational costs will be fully covered by parking/mobility user fees, which means there’s no startup funding required from the city. This self-sustaining model ensures that the project won't burden city finances. Additionally, similar systems at Hanging Lake and Maroon Bells have led to increased revenues for their cities—up to 75% in some cases—demonstrating that this model can have economic benefits for Manitou Springs as well. The company managing the system will also promote local businesses, offering discounts and incentives to visitors.
For our residents, we’re proposing that Manitou Springs residents get free access to the Incline. Colorado Springs residents will pay a discounted rate or have the option to purchase an annual pass for unlimited use. This will ensure fair access for those who live in the surrounding communities while generating revenue from visitors who come from further away.
The system could also help reduce emergency response costs, as controlled access may save up to $250,000 annually by mitigating emergency situations, much like what’s been demonstrated in other locations.
While there are several advantages to this approach, there are also potential concerns. For instance, introducing fees might deter some visitors, and some residents may resist the privatization of the Incline. But, looking at Maroon Bells and Hanging Lake, the response to these fees has generally been positive, as it’s seen as a way to support the proper operation and preservation of the resource. We will also ensure that all mobility users—such as bikers—are included in the fee system to help support the continued operation and maintenance of the area.
Lastly, the dependence on a third-party company to manage the Incline introduces potential risks if they underperform. However, the company we’re considering has been successful for over five years and has a proven track record. The challenges of implementation, like community education and initial setup, may require some additional staff time, but these are manageable within the framework of the project.

<u>Pros and Cons:</u>
Pros:

- **Reduced Congestion:** A reservation-based system limits the number of visitors, reducing traffic and parking issues in the downtown core and along Ruxton Avenue.
- **Environmental Protection:** Controlled access minimizes environmental degradation of trails and surrounding areas.
- **Improved User Experience:** Professional management ensures better trail maintenance, restroom facilities, and shuttle services, supported by lot attendants who help with parking and transportation flow. In the future, there may

also be the opportunity to expand to full shuttle services, leveraging the management company's expertise in transportation to further improve the overall experience.
- **Self-Sustaining Funding Model:** Operational costs are covered through parking user fees, requiring no startup funding from the city.
- **Economic Benefits:** Hanging Lake and Maroon Bells have shown up to a 75% increase in improved revenues in their respective cities, demonstrating the potential for similar economic benefits in Manitou Springs. The company actively promotes local businesses by offering discount coupons and other incentives to visitors. The company will assist with a partnership with businesses to provide shopping information, discounts, and other incentives.
- **Reduced Emergency Response Costs:** Potential annual savings of up to $250,000 by mitigating emergency situations through controlled access, as demonstrated at Hanging Lake and Maroon Bells by their respective emergency departments.

Cons:

- **Fee-Based Access:** Introducing per-person fees may deter some users, potentially impacting visitor satisfaction. However, at Maroon Bells and Hanging Lake, there are very few complaints about this practice, as it ensures that everyone contributes to the proper operation of the resource. The funds generated help support the management of the user experience, environmental protection, and preservation of nature. Parking user fees will also be charged to bikes and other mobility users, as they contribute to the use of the area and need to support its continuous operations.
- **Community Perception:** Some residents and visitors may resist privatization or changes to the current system.
- **Operational Dependency:** Relying on a third-party management company introduces potential risks if the service provider underperforms or fails. However, for over 5 years, the company has developed a proven model and achieved significant success in its operations.
- **Implementation Challenges:** Initial setup and community education may require additional staff time and resources.

<u>Fiscal Impact:</u>

The proposal requires no initial startup costs. Operational expenses are covered by a per-person parking/mobility user fee, with the management company retaining 25% to 90% of collected fees, depending on the scope of services provided. Revenue generated will fund trail maintenance, shuttle services, restroom upkeep, and other operational needs.

Workload Impact:

No additional city staff will be required, as the management of the Incline will be fully handled by the private management company. City staff involvement will primarily be focused on overseeing the contract management and ensuring that the management company meets our needs. Collaboration with Colorado Springs will be essential to ensure that the levels of service required by the City Council are maintained. Over time, as the private management team assumes more operational responsibilities, the workload for city staff is expected to decrease.

Recommended Action:

Council, we seek your feedback on the following:

- Do you believe we are on the right track with this proposal?
- What concerns or considerations do you have about this direction?
- Would you like us to continue moving forward with this initiative and bring an agreement to you for review and approval?

Additionally, we may need to present this proposal to the Colorado Springs City Council, as well as engage other stakeholders, such as the Forest Service, area businesses, and Incline support groups. As negotiations continue, modifications to the proposal may occur, and your guidance on how to proceed with these discussions is needed.
Regarding the timing, the company has indicated that it would only require 30-60 days to launch the program. We could potentially start at Hiawatha and transition to Dillon once parking and mobility services are ready.
Please provide direction on how you would like to proceed, including when you would like this project to start and if you require any additional information.

CITY OF MANITOU SPRINGS
METROPOLITAN DISTRICT
Regular Meeting
October 11, 2023
Metropolitan District meetings are held via Zoom

A. CALL TO ORDER

Chairman Shlomo called the meeting to order at 3:33 p.m.

B. BOARD MEMBERS PRESENT FOR ROLL CALL:

Chairman Shemi Shlomo
Director Larry Fox
Treasurer Rolf Jacobson

BOARD MEMBERS ABSENT FOR ROLL CALL:

Director Michael Graham
Secretary Michael Barsotti

C. APPROVAL OF AGENDA

Chairman Shlomo moved to approve the agenda as presented. Seconded by Director Fox. The motion was carried unanimously (3-0).

D. CONSENT CALENDAR

1. Approval of the August 9, 2023 Regular Meeting Minutes

Chairman Shlomo moved to approve the August 9, 2023, Regular Meeting Minutes as presented. Seconded by Director Fox. The motion was carried unanimously (3-0).

E. REPORTS

1. Parking Report

Parking and Mobility Manager Kevin Stevenson presented the parking report to the board. Overall, there was an increase in revenue, transactions, and permit sales. Additionally, Mr. Stevenson advised that between the two lots, there were 55 citations issued.

Director Fox highlighted that half of the violations in the Wichita lot have nothing to do with the lot, for example, expired registration.

Mr. Stevenson informed the board of the current schedule for the sealing and striping operations for the lots.

2. Finance Report

Finance Supervisor Nicole Ortega presented the proposed 2024 budget to the board for their review. The budget resolutions for approval will be placed on November's meeting agenda.

Director Fox moved to approve all the reports as presented. Seconded by Treasurer Jacobson. The motion was carried unanimously (3-0).

F. NEW BUSINESS

1. Alternative Charge Process for the Parking Lot – Larry Fox

Director Fox shared a brief overview of SP+ parking operations and the estimated costs associated with using their services. He highlighted that there are no bank charges for using the services and switching to SP+ could potentially save the board money that is spent on the internet fees and fees associated with the city.

Chairman Shlomo and Treasurer Jacobson both stated that they would like more information about SP+ operations.

There was a general discussion on the new QR signage and the benefits of using Text-to-Pay.

Director Fox asked that the parking department provide a formal presentation to the board next month that addresses the text-to-pay program and eliminating the kiosks.

2. Chamber of Commerce Parking Request for Additional Spaces

Chairman Shlomo informed the board that Jenna Gallas with the Chamber requested an additional 10 spaces in the Smischny lot for the upcoming Coffin Races, strictly for ADA purposes.

Chairman Shlomo moved to approve the Chamber of Commerce's request for an additional 10 spaces for ADA for the upcoming Coffin Races event. The motion was seconded by Director Fox. The motion was carried unanimously (3-0).

G. DISCUSSION

Mr. Stevenson shared with the board that they will honor all the permit holders, so they aren't out of parking spaces while the seal and coat operations are being done.

H. PUBLIC COMMENT

There was no public comment.

I. ADJOURN

With no further business to discuss the meeting adjourned at 4:18 P.M.

Approved as to form and content:

____

Shemi Shlomo, Chairman

ATTEST:

____

Elena Krebs, Deputy City Clerk

Account Number	Account Title	2020 Prior year 3 Actual	2021 Prior year 2 Actual	2022 Prior year Actual	2023 Current year Actual	2023 Budget	2024 Original Budget
METRO DISTR OPERATING FUND							
TAX REVENUES							
74-311-110	REAL PROPERTY TAXES	61	32	40	68	4,451	4,889
74-311-200	SPECIFIC OWNERSHIP TAX	45	42	42	42	321	300
74-311-900	PENALTIES/INTEREST ON TAX	3	2	2	4	15	15
	Total TAX REVENUES:	110	76	85	114	4,787	5,204
INTEREST EARNINGS							
74-361-190	INVESTMENT INTEREST	2	.00	1,129	2,661	2,000	5,000
	Total INTEREST EARNINGS:	2	.00	1,129	2,661	2,000	5,000
RENTS AND ROYALTY REVENUES							
74-363-210	PARKING REVENUES- WICHIT	7,168	13,524	15,951	16,277	217,000	198,000
74-363-215	PARKING FEES - SMISCHNY	1,048	2,099	2,950	4,449	48,398	50,000
74-363-240	PERMIT FEES	.00	.00	80	40	14,055	16,000
	Total RENTS AND ROYALTY REVENUES:	8,216	15,623	18,981	20,766	279,453	264,000
DEBT SERVICE PAYMENTS							
74-498-573	BOND AGENT FEE	.00	.00	.00	.00	100	100
	Total DEBT SERVICE PAYMENTS:	.00	.00	.00	.00	100	100
OTHER FUNDS PROGRAMS & CAPITAL							
74-499-120	SALARIES & WAGES-TEMPOR	2,972	3,121	3,788	656	60,000	63,000
74-499-220	BENEFITS--MEDICARE CONTR	43	45	55	10	1,800	900
74-499-230	BENEFITS--PERA/FPPA CONT	422	444	558	97	8,700	8,700
74-499-250	BENEFITS-UNEMPLOYMENT I	9	9	8	1	120	130
74-499-260	BENEFITS-WORKER'S COMP I	.00	.00	.00	.00	1,000	1,100
74-499-320	SERVICES--PROFESSIONAL (L	.00	.00	65	.00	50,000	50,000
74-499-380	SPECIAL DISTRICT ASSOC DU	.00	.00	.00	.00	600	600
74-499-410	ELECTRIC UTILITIES	6	67	38	32	1,800	1,800
74-499-421	INSURANCE ERRORS & OMMI	.00	935	.00	.00	7,800	10,000
74-499-424	LANDSCAPING/EXT.MAINT/MA	891	.00	300	300	5,000	6,000
74-499-430	BLDG MAINTENANCE/MATERI	.00	.00	.00	.00	6,000	6,000
74-499-569	TREASURER'S COLLECTION F	1	1	1	1	75	100
74-499-570	BANK CHARGES	.00	1,408	1,080	.00	24,000	24,000
74-499-571	ELECTIONS/ADVERTISING	14	.00	.00	.00	5,000	5,000
74-499-610	SUPPLIES	.00	.00	.00	.00	1,000	2,000
74-499-611	KIOSKS-INTERNET CONNECTI	.00	.00	59	430	20,000	35,000
74-499-615	POSTAGE	.00	.00	.00	.00	35	120
74-499-620	UNIFORMS	.00	.00	.00	.00	200	400
74-499-732	EQUIPMENT ACQUISITION/INS	.00	.00	.00	.00	1,000	.00
74-499-910	CITY SERVICES	.00	.00	.00	.00	47,700	54,404
	Total OTHER FUNDS PROGRAMS & CAPITAL:	4,358	6,030	5,951	1,527	241,830	269,254
	METRO DISTR OPERATING FUND Revenue Total:	8,328	15,700	20,195	23,541	286,240	274,204
	METRO DISTR OPERATING FUND Expenditure Total:	4,358	6,030	5,951	1,527	241,930	269,354

Account Number	Account Title	2020 Prior year 3 Actual	2021 Prior year 2 Actual	2022 Prior year Actual	2023 Current year Actual	2023 Budget	2024 Original Budget
Net Total METRO DISTR OPERATING FUND:		3,970	9,670	14,244	22,014	44,310	4,850
Net Grand Totals:		3,970	9,670	14,244	22,014	44,310	4,850

% of Budget	Account Title	2020 Actual #'s Nov	2021 Actual #'s Nov	2022 Actual #s Nov	2023 Actual Nov	2023 Budget	2023 Final Budget	% of Budget
METRO DISTR OPERATING FUND								
TAX REVENUES								
74-311-110	REAL PROPERTY TAXES	4,233	3,933	4,307	4,436	4,451	4,451	99.66
74-311-200	SPECIFIC OWNERSHIP TAX	387	346	387	392	321	321	122.10
74-311-900	PENALTIES/INTEREST ON TAX	13	14	13	151	15	15	1006.0
	Total TAX REVENUES:	4,632	4,292	4,707	4,979	4,787	4,787	104.01
INTEREST EARNINGS								
74-361-190	INVESTMENT INTEREST	226	7	3,211	23,647	2,000	2,000	1182.3
	Total INTEREST EARNINGS:	226	7	3,211	23,647	2,000	2,000	1182.3
RENTS AND ROYALTY REVENUES								
74-363-210	PARKING REVENUES- WICHIT	114,460	214,431	260,174	268,736	217,000	217,000	123.84
74-363-215	PARKING FEES - SMISCHNY	22,547	44,351	58,701	83,953	48,398	48,398	173.46
74-363-240	PERMIT FEES	5,317	11,466	14,255	17,910	14,055	14,055	127.43
	Total RENTS AND ROYALTY REVENUES:	142,323	270,248	333,130	370,599	279,453	279,453	132.62
CONTRIBUTIONS AND DONATIONS								
74-365-500	DONATIONS, BEQUESTS & MI	.00	.00	3,650	.00	.00	.00	.00
	Total CONTRIBUTIONS AND DONATIONS:	.00	.00	3,650	.00	.00	.00	.00
DEBT SERVICE PAYMENTS								
74-498-573	BOND AGENT FEE	.00	100	.00	.00	100	100	.00
	Total DEBT SERVICE PAYMENTS:	.00	100	.00	.00	100	100	.00
OTHER FUNDS PROGRAMS & CAPITAL								
74-499-120	SALARIES & WAGES-TEMPOR	29,153	34,237	46,649	37,429	60,000	60,000	62.38
74-499-210	BENEFITS--GROUP INSURAN	.00	.00	.00	.00	.00	.00	.00
74-499-220	BENEFITS--MEDICARE CONTR	422	496	687	543	1,800	1,800	30.15
74-499-230	BENEFITS--PERA/FPPA CONT	4,036	4,868	6,886	5,513	8,700	8,700	63.37
74-499-250	BENEFITS-UNEMPLOYMENT I	88	103	92	74	120	120	61.98
74-499-260	BENEFITS-WORKER'S COMP I	.00	.00	.00	.00	1,000	1,000	.00
74-499-320	SERVICES--PROFESSIONAL (L	43,829	850	965	1,915	50,000	50,000	3.83%
74-499-380	SPECIAL DISTRICT ASSOC DU	560	531	570	480	600	600	79.99
74-499-390	TRAVEL/CONFERENCES	.00	.00	.00	614	.00	.00	.00
74-499-410	ELECTRIC UTILITIES	497	1,137	1,435	1,046	1,800	1,800	58.12
74-499-421	INSURANCE ERRORS & OMMI	5,907	6,146	7,055	8,208	7,800	7,800	105.23
74-499-424	LANDSCAPING/EXT.MAINT/MA	891	2,605	900	4,200	5,000	5,000	84.00
74-499-430	BLDG MAINTENANCE/MATERI	.00	.00	.00	.00	6,000	6,000	.00
74-499-569	TREASURER'S COLLECTION F	64	59	65	69	75	75	91.75
74-499-570	BANK CHARGES	.00	3,637	13,413	10,559	24,000	24,000	44.00
74-499-571	ELECTIONS/ADVERTISING	14	.00	32	48	5,000	5,000	0.96%
74-499-610	SUPPLIES	757	16	391	.00	1,000	1,000	.00
74-499-611	KIOSKS-INTERNET CONNECTI	.00	.00	13,046	2,756	20,000	20,000	13.78
74-499-615	POSTAGE	8	.00	29	44	35	35	125.86
74-499-620	UNIFORMS	155	.00	144	122	200	200	60.96
74-499-732	EQUIPMENT ACQUISITION/INS	.00	.00	578	.00	1,000	1,000	.00
74-499-910	CITY SERVICES	33,700	61,200	.00	.00	47,700	47,700	.00

% of Budget	Account Title	2020 Actual #'s Nov	2021 Actual #'s Nov	2022 Actual #s Nov	2023 Actual Nov	2023 Budget	2023 Final Budget	% of Budget
	Total OTHER FUNDS PROGRAMS & CAPITAL:	120,080	115,887	92,935	73,620	241,830	241,830	30.44
	METRO DISTR OPERATING FUND Revenue Total:	147,182	274,547	344,697	399,224	286,240	286,240	139.47
	METRO DISTR OPERATING FUND Expenditure Total:	120,080	115,987	92,935	73,620	241,930	241,930	30.43
	Net Total METRO DISTR OPERATING FUND:	27,101	158,560	251,762	325,604	44,310	44,310	734.83

% of Budget	Account Title	2020 Actual #'s Nov	2021 Actual #'s Nov	2022 Actual #s Nov	2023 Actual Nov	2023 Budget	2023 Final Budget	% of Budget
METRO CONSERVATION TRUST FUND								
GOVERNMENT SHARED REVENUES								
75-335-740	LOTTERY SHARE-CTF	810	958	754	802	1,095	1,095	73.27
	Total GOVERNMENT SHARED REVENUES:	810	958	754	802	1,095	1,095	73.27
INTEREST EARNINGS								
75-361-190	INVESTMENT INTEREST	4	.00	55	434	20	20	2167.7
	Total INTEREST EARNINGS:	4	.00	55	434	20	20	2167.7
OTHER FUNDS PROGRAMS & CAPITAL								
75-499-899	OTHER	2,845	.00	.00	.00	.00	.00	.00
	Total OTHER FUNDS PROGRAMS & CAPITAL:	2,845	.00	.00	.00	.00	.00	.00
	METRO CONSERVATION TRUST FUND Revenue Total:	814	959	810	1,236	1,115	1,115	110.84
	METRO CONSERVATION TRUST FUND Expenditure Total:	2,845	.00	.00	.00	.00	.00	.00
	Net Total METRO CONSERVATION TRUST FUND:	2,031-	959	810	1,236	1,115	1,115	110.84
	Net Grand Totals:	25,070	159,518	252,572	326,840	45,425	45,425	719.52

CITY OF MANITOU SPRINGS
Memorandum

To: Metro Board

From: Nicole Ortega, Finance Supervisor

12/8/2023

CASH BALANCES FOR METRO DISTRICT FUNDS

The cash balances for the Metro Funds as of October 31, 2023, are as follows:

Fund 74	OPERATING FUND	$	829,460
Fund 75	CONSERVATION TRUST FUND	$	10,748
	TOTAL FUND	$	840,207

Property Tax received one month in arrears.

T2 Iris Transaction Summary 12/08/2023 3:21 PM MST

Date/Time:	11/01/2023 12:00:00 AM to 11/30/2023 11:59:59 PM MST	Ticket #:	All
Organization:	Manitou Springs	Coupon Code:	N/A
Pay Station:	500013090429,500013090430	Transaction Type:	All
Stall Number:	N/A Plate Number: N/A	Grouping:	None

Overall Summary

CASH		
Total Collections	156	$731.10
Revenue	156	$731.10
Change Issued	0	$0.00
Refund Tickets	18	$19.10
Total Refunds	0	$0.00
Excess Payment	18	$19.10
Attendant Deposit	0	$0.00

CREDIT CARD		
Total Collections	2137	$10674.33
Revenue	2137	$10674.33

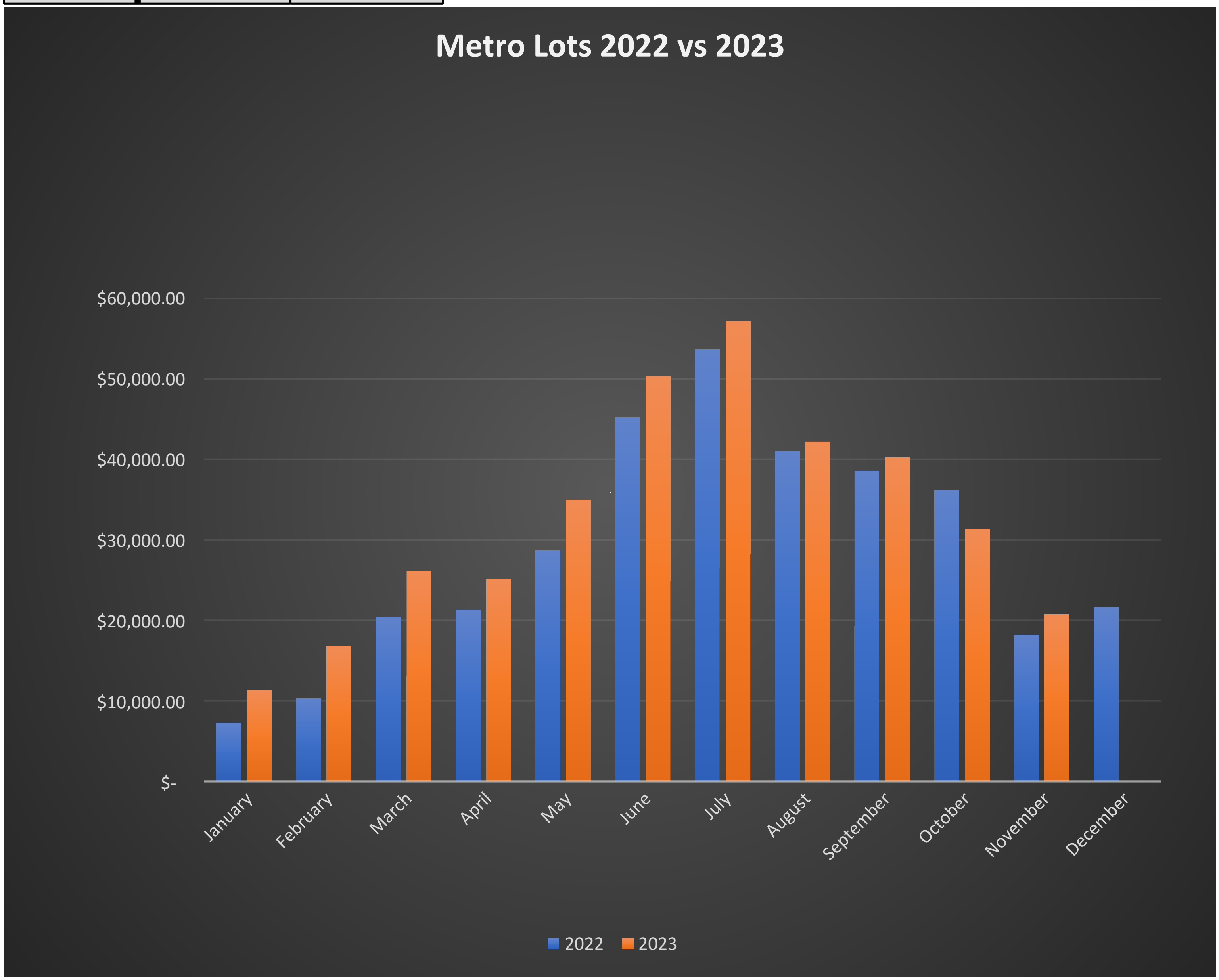
PASSCARD		
Total Collections	0	$0.00
Revenue	0	$0.00

PATROLLER CARD		
Revenue	0	$0.00
Test Transactions	0	$0.00

SMART CARD		
Revenue	0	$0.00
Recharges	0	$0.00

TOTAL		
Total Transactions		2301
Total Collections	2290	$11405.43
Revenue	2290	$11405.43

	2022	2023
January	$ 7,273.00	$ 11,355.00
February	$ 10,356.00	$ 16,770.00
March	$ 20,417.00	$ 26,153.00
April	$ 21,284.00	$ 25,160.00
May	$ 28,661.00	$ 34,941.00
June	$ 45,244.00	$ 50,351.00
July	$ 53,669.00	$ 57,109.00
August	$ 40,980.00	$ 42,193.00
September	$ 38,578.00	$ 40,234.00
October	$ 36,140.00	$ 31,385.00
November	$ 18,206.00	$ 20,766.00
December	$ 21,667.00	
Totals	**$ 342,475.00**	**$ 356,417.00**



Metro Board Monthly Revenue Report

Wichita and Smischny Parking Lots

Overall:

- Total Revenue:
  - $20,766.00
    - An Increase of $1,785.00 (9%) Y/Y
- Total Transactions:
  - 3,786
    - An increase of 354 (10%) Y/Y
- Total Permit Sales:
  - $40.00
    - A decrease of $40.00 (100%) Y/Y
- Total Citations:
  - 29
    - An increase of 14 (93%) Y/Y

Wichita Lot

Wichita Lot Revenue:

$16,317.00

An increase of $366.00 (5%) Y/Y

Wichita Lot Transactions

3,142

An increase of 211 (7%) Y/Y

Wichita Lot Permits

T2 Iris Transaction Summary 12/08/2023 3:24 PM MST

Date/Time:	11/01/2023 12:00:00 AM to 12/31/2023 11:59:59 PM MST
Organization:	Manitou Springs
Pay Station:	500013140620
Stall Number:	N/A
Plate Number:	N/A
Ticket #:	All
Coupon Code:	N/A
Transaction Type:	All
Grouping:	None

Overall Summary

CASH		
Total Collections	23	$52.85
Revenue	25	$52.85
Change Issued	0	$0.00
Refund Tickets	4	$9.00
Total Refunds	0	$0.00
Excess Payment	4	$9.00
Attendant Deposit	0	$0.00

CREDIT CARD		
Total Collections	686	$4010.88
Revenue	686	$4010.88

PASSCARD		
Total Collections	0	$0.00
Revenue	0	$0.00

PATROLLER CARD		
Revenue	0	$0.00
Test Transactions	0	$0.00

SMART CARD		
Revenue	0	$0.00
Recharges	0	$0.00

TOTAL		
Total Transactions		707
Total Collections	705	$4063.73
Revenue	707	$4063.73

MEMORANDUM

TO: Metropolitan Parking District

FROM: James Kelemen, Lead Mobility and Parking Ambassador

SUBJECT: Parking Lot Permits

DATE: December 8, 2023

Purpose:

This information has been provided to better explain the permit acquisition process and explore the potential change to digital parking permits. This information has been provided purely for the purpose of education and to provide details on the capabilities of the current system.

Permit Acquisition:

Currently, we don't do online payments for permits, but we have the capability to do so. As for the permit itself, it would be a physical hang-tag that is non-vehicle specific and would be valid in any vehicle that it is displayed in.

To acquire a permit under the current system, we require a completed application, which can currently be submitted online or in person, a valid ID and vehicle registration. While the permit itself is non-specific, our system requires that the permit be registered to at least one vehicle.

Benefits of going digital:

- **Savings on the cost of the physical permit**
- **Potential increased permit revenue. Each permit would need to be vehicle specific for our enforcement devices to recognize a permit holder. (Unless we can provide customers with portal that would allow them to update vehicle information at-will)**
- **Faster, more efficient enforcement –**
    - **Digital permits would easily integrate with LPR technologies. Checking for physical permits takes additional time as the vehicle must be checked manually. If permits are not properly displayed, tickets can be issued but are typically reduced for first time violations. Going fully digital would eliminate both processes, freeing up time for both enforcement and office staff.**
- **Little or no change to current permit issuance process.**

Implementation:

Additional planning would need to take place before implementing the change. Most of our systems can already support the change, however if we decide to allow customers to update vehicle information through a portal, additional development time may be needed before the change can be made.