



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 6, 2026
At-Large	Judith Chandler	January 4, 2028
At-Large	John Shada	January 4, 2028
At-Large	Julie Wolfe	January 4, 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

March 18, 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. March 4, 2025 City Council Regular Meeting Minutes
3. March 11, 2025 City Council Special Meeting Minutes
4. Resolution No. 0625, A Resolution of the City of Manitou Springs, Colorado, Amending Section 4.5 of the Employee Handbook Concerning Military Leave
5. Requesting Approval of a General Services Agreement with Silverback Excavation, LLC for Phase 1 Temporary Lot at the Dillon Mobility Hub
6. Consider Reappointing Joy Porter to the Historic Preservation Commission

G. BUSINESS

1. Request for Appointment of Paul Arlinghaus to the Open Space Advisory Committee

2. Consider Approving the MACH Board Recommendations for the 2025 Grant Awards
3. Schneider Electric Update: Water Meters and Facility Improvements
4. First Reading Ordinance No. 0225 , An Ordinance Amending Section 12.06.020 of the Manitou Springs Municipal Code Concerning Permit Applications for Work in Public Rights of Way

H. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

I. CITY ADMINISTRATOR REPORT

J. EXECUTIVE SESSION

1. An Executive Session for the consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act, pursuant to Section 5.1(f) of the Manitou Springs Home Rule Charter, specifically C.R.S.§24-72-204(1)(a), et seq., and by reference C.R.S.§29-2-106(4)(c)(II), pertaining to the confidentiality of sales tax information relating to specific businesses in the city.
2. 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 concerning the dissolution of the Manitou Springs Metropolitan District
3. An Executive Session to determine 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 reimbursement agreement between the City and Cog Railway
4. An Executive Session pursuant to Section 5.1(a) of the Manitou Springs Home Rule Charter concerning 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.



Memorandum

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

March 18, 2025

Purpose:

To present warrants written from February 2025 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:

\$1,836,063

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
02/25	02/05/2025	20250200	716	A.L.E.R.T./S.A.M	10-202-100	100.00
02/25	02/05/2025	20250201	144506	ADVANCE AUTO PARTS	10-202-100	751.26
02/25	02/05/2025	20250202	20220666	AFFORDABLE TREE AND SHRUB EXPERTS INC	55-202-100	1,250.00
02/25	02/05/2025	20250203	20200132	ALLEN, MICHAEL T	10-202-100	1,212.00
02/25	02/05/2025	20250204	145724	AMAZON CAPITAL SERVICES	10-202-100	4,723.79
02/25	02/05/2025	20250205	426	AMERICAN LOCK & KEY	10-202-100	18.00
02/25	02/05/2025	20250206	1246	AMERISCAN IMAGING SERVICES, INC	10-202-100	700.00
02/25	02/05/2025	20250207	144519	APEX SPORTS, INC.	55-202-100	21.90
02/25	02/05/2025	20250208	1410	BOBCAT OF THE ROCKIES	10-202-100	852.35
02/25	02/05/2025	20250209	358	BOUND TREE MEDICAL,LLC.	10-202-100	1,834.45
02/25	02/05/2025	20250210	180023	BRANNAN SAND AND GRAVEL COMPANY LLC	55-202-100	8,499.12
02/25	02/05/2025	20250211	615	CARDMEMBER SERVICE	10-202-100	25.57
02/25	02/05/2025	20250212	125	CEM SALES & SERVICE	10-202-100	2,147.50
02/25	02/05/2025	20250213	690	CENTURYLINK	52-202-100	2,345.34
02/25	02/05/2025	20250214	20221026	CENTURYLINK	52-202-100	3,154.57
02/25	02/05/2025	20250215	2021025	CHAVEZ CONSULTING INC	54-202-100	5,475.00
02/25	02/05/2025	20250216	144747	CHIEF PETROLEUM CO	10-202-100	89.54
02/25	02/05/2025	20250217	170	CIRSA	52-202-100	8,340.90
02/25	02/05/2025	20250218	613	CLAYTON HOLDINGS, LLC	54-202-100	195,663.43
02/25	02/05/2025	20250219	384	CLEARWAY ENERGY GROUP	74-202-100	2,046.27
02/25	02/05/2025	20250220	1111	COLORADO PARKS AND RECEREATION ASSOC	10-202-100	1,040.00
02/25	02/05/2025	20250221	310	COLORADO SPRINGS WINWATER	52-202-100	340.00
02/25	02/05/2025	20250222	642	CORE & MAIN LP	52-202-100	15,618.44
02/25	02/05/2025	20250223	145514	CRAIG'S POWER EQUIPMENT	10-202-100	95.19
02/25	02/05/2025	20250224	361	DAWSON INFRASTRUCTURE SOLUTIONS	52-202-100	3,576.55
02/25	02/05/2025	20250225	867	DREXEL, BARRELL & CO	55-202-100	2,000.00
02/25	02/05/2025	20250226	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	52-202-100	428.00
02/25	02/05/2025	20250227	580	ENGELHARDT, BENJAMIN LEO	10-202-100	15,920.05
02/25	02/05/2025	20250228	767	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	10-202-100	5,360.00
02/25	02/05/2025	20250229	144502	EON OFFICE PRODUCTS	54-202-100	127.77
02/25	02/05/2025	20250230	651	EXHAUST READERS	10-202-100	120.00
02/25	02/05/2025	20250231	202119	EXPRESS SERVICES, INC.	10-202-100	2,472.96
02/25	02/05/2025	20250232	144799	GARDEN OF THE GODS ACE HARDWARE	10-202-100	129.98
02/25	02/05/2025	20250233	1024	GOODYEAR AUTO SERVICE CTR	10-202-100	221.80
02/25	02/05/2025	20250234	20220223	GRAHAM, JOHN G.	10-202-100	229.00
02/25	02/05/2025	20250235	160394	GUIRY'S INC.	10-202-100	82.16
02/25	02/05/2025	20250236	681	HACH COMPANY	52-202-100	9,469.60
02/25	02/27/2025	20250237	1258	HARDLINE EQUIPMENT	55-202-100	1,657.55 V
02/25	02/27/2025	20250238	568	HEALTHCARE MEDICAL WASTE SERVICES	10-202-100	230.00 V
02/25	02/27/2025	20250239	443	HINKLE & COMPANY, PC	10-202-100	6,100.00 V
02/25	02/27/2025	20250240	436	HOME DEPOT CREDIT SERVICES	54-202-100	2,806.46 V
02/25	02/27/2025	20250241	172	HUMANE SOCIETY PIKES PEAK REG	10-202-100	46,472.00 V
02/25	02/27/2025	20250242	160297	IACP	10-202-100	220.00 V
02/25	02/27/2025	20250243	20220966	ICON STRUCTURES INC	39-202-100	11,374.92 V
02/25	02/27/2025	20250244	435	IXOM WATERCARE	52-202-100	4,569.50 V
02/25	02/27/2025	20250245	20220368	JOHN DAVIS DESIGN GROUP	55-202-100	29,419.92 V
02/25	02/27/2025	20250246	15009	JR ENGINEERING LLC	39-202-100	2,543.75 V
02/25	02/27/2025	20250247	20220266	KOLLACODE LLC	29-202-100	9,000.00 V
02/25	02/27/2025	20250248	20220682	LANDO EXCAVATION LLC	39-202-100	4,900.00 V
02/25	02/27/2025	20250249	20220285	LIFE-ASSIST, INC.	10-202-100	89.90 V
02/25	02/27/2025	20250250	160255	LIFEMED SAFETY, INC.	10-202-100	2,551.90 V
02/25	02/27/2025	20250251	56	LOWE'S	53-202-100	31.33 V
02/25	02/27/2025	20250252	20220267	LUCKY DOG CONTRACTING	53-202-100	1,170.00 V

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
02/25	02/27/2025	20250253	1009	MARCUS ELECTRIC LLC	52-202-100	1,495.00	V
02/25	02/27/2025	20250254	20220219	MATRIX DESIGN GROUP, INC	55-202-100	64,294.99	V
02/25	02/05/2025	20250255	142083	MCCANDLESS TRUCK CENTER LLC	10-202-100	535.51	V
02/25	02/27/2025	20250256	145606	MILE HIGH ACE HARDWARE	55-202-100	32.00	V
02/25	02/27/2025	20250257	20220280	MOTOROLA SOLUTIONS, INC.	55-202-100	233.34	V
02/25	02/27/2025	20250258	169	NAPA AUTO PARTS	10-202-100	40.33	V
02/25	02/27/2025	20250259	2021089	NATIONSEARCH.COM LLC	10-202-100	131.55	V
02/25	02/27/2025	20250260	20220700	NEEDDECALS.COM	55-202-100	276.00	V
02/25	02/27/2025	20250261	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	113.08	V
02/25	02/27/2025	20250262	20220576	PIKES PEAK BULLETIN	10-202-100	900.00	V
02/25	02/27/2025	20250263	20220736	PIPESTONE EQUIPMENT AN IMPEL COMPANY	52-202-100	16,149.00	V
02/25	02/27/2025	20250264	160025	PRODUCTION PRINTING D11	10-202-100	718.00	V
02/25	02/27/2025	20250265	20221046	PSTRAX	10-202-100	4,775.00	V
02/25	02/27/2025	20250266	20220907	PYRAMID CONSTRUCTION INC	55-202-100	75,521.44	V
02/25	02/27/2025	20250267	194	RAMPART	10-202-100	702.43	V
02/25	02/27/2025	20250268	749	RESPEC	52-202-100	13,987.37	V
02/25	02/27/2025	20250269	20221045	RICKERT, CHARLOTTE	10-202-100	500.00	V
02/25	02/27/2025	20250270	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	213.47	V
02/25	02/27/2025	20250271	529	ROCKY MOUNTAIN RESERVE	10-202-100	127.50	V
02/25	02/27/2025	20250272	143	SCHMIDT CONSTRUCTION	52-202-100	289.00	V
02/25	02/27/2025	20250273	2004	SHRED-IT USA	10-202-100	34.35	V
02/25	02/27/2025	20250274	145602	SITEONE LANDSCAPE SUPPLY	53-202-100	382.00	V
02/25	02/27/2025	20250275	144559	ST ANDREWS EPISCOPAL CHURCH	10-202-100	3,000.00	V
02/25	02/27/2025	20250276	20220557	STAMPLI CREDIT CARD	10-202-100	2,023.02	V
02/25	02/27/2025	20250277	20200156	T2 SYSTEMS CANADA INC	55-202-100	7,017.75	V
02/25	02/27/2025	20250278	662	TAYCO SCREEN PRINTING	10-202-100	793.00	V
02/25	02/27/2025	20250279	20220751	TEMP FENCE USA	55-202-100	60.00	V
02/25	02/27/2025	20250280	1196	THE LANDSCAPER, LLC	55-202-100	16,575.00	V
02/25	02/27/2025	20250281	940	TIMBER LINE ELECTRIC	52-202-100	14,244.50	V
02/25	02/27/2025	20250282	170078	TWIN BEARS	55-202-100	198.00	V
02/25	02/27/2025	20250283	20200170	UNITED SITE SERVICES	55-202-100	8,669.00	V
02/25	02/27/2025	20250284	144398	UNIVAR SOLUTIONS	52-202-100	3,133.82	V
02/25	02/27/2025	20250285	203	UTILITY NOTIFICATION CENTER OF COLORADO	52-202-100	168.99	V
02/25	02/05/2025	20250286	20220331	VERIZON CONNECT FLEET USA LLC	55-202-100	805.40	V
02/25	02/05/2025	20250287	202195	WATTERS H2O SERVICES	52-202-100	.00	V
02/25	02/05/2025	20250288	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	.00	V
02/25	02/27/2025	20250289	202195	WATTERS H2O SERVICES	52-202-100	5,231.25	
02/25	02/05/2025	20250289	20200273	WOLFCO COMMERCIAL SERVICES	52-202-100	.00	V
02/25	02/05/2025	20250290	160160	WONG, MARK	10-202-100	.00	V
02/25	02/27/2025	20250290	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	6.13	
02/25	02/27/2025	20250291	20200273	WOLFCO COMMERCIAL SERVICES	52-202-100	100.00	
02/25	02/27/2025	20250292	160160	WONG, MARK	10-202-100	18,985.22	
02/25	02/05/2025	20250343	10065	WASTE CONNECTIONS	10-202-100	4,417.64	
02/25	02/05/2025	20250344	10064	WASTE CONNECTIONS	10-202-100	228.39	
02/25	02/14/2025	20250345	20221048	BEAN, DWAYNE	53-202-100	504.72	
02/25	02/14/2025	20250346	20221047	WILLIAMS, CODY	53-202-100	400.00	
02/25	02/21/2025	20250355	160128	4 RIVERS EQUIPMENT LLC	10-202-100	2.82	
02/25	02/21/2025	20250356	20221008	ADVANCED EXERCISE	39-202-100	1,565.00	
02/25	02/21/2025	20250357	20220020	ALL COPY PRODUCTS	10-202-100	149.30	
02/25	02/21/2025	20250358	20221050	ALL TRUCK AND TRAILER PARTS (ATTP)	10-202-100	77.96	
02/25	02/21/2025	20250382	20220763	FRANSEN PITTMAN GENERAL CONTRACTORS	39-202-100	308,892.92	
02/25	02/21/2025	20250383	20220763	FRANSEN PITTMAN GENERAL CONTRACTORS	39-202-100	83,770.46	
02/25	02/21/2025	20250384	188	GALLS, LLC	10-202-100	335.97	
02/25	02/21/2025	20250385	20220686	GC MECHANICAL LLC	52-202-100	634.39	
02/25	02/21/2025	20250386	20220686	GC MECHANICAL LLC	10-202-100	578.71	
02/25	02/21/2025	20250387	432	GRAINGER	10-202-100	44.46	
02/25	02/21/2025	20250388	20220965	GSE CONSTRUCTION CO, INC	52-202-100	193,815.68	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/25	02/21/2025	20250389	436	HOME DEPOT CREDIT SERVICES	10-202-100	443.01
02/25	02/21/2025	20250390	594	HORD, COPLAN, MACHT	39-202-100	2,671.75
02/25	02/21/2025	20250391	577	MIDWEST BARRICADE-SIGN CENTER	10-202-100	128.00
02/25	02/21/2025	20250391	160016	KIMLEY-HORN AND ASSOCIATES INC	23-202-100	2,966.25
02/25	02/21/2025	20250392	144777	L.N. CURTIS & SONS	10-202-100	94.75
02/25	02/21/2025	20250392	145606	MILE HIGH ACE HARDWARE	10-202-100	231.28
02/25	02/21/2025	20250393	20200300	MORENO, MARCUS	10-202-100	3,087.00
02/25	02/21/2025	20250393	20220682	LANDO EXCAVATION LLC	53-202-100	88,342.22
02/25	02/21/2025	20250394	56	LOWE'S	55-202-100	556.65
02/25	02/21/2025	20250394	20220280	MOTOROLA SOLUTIONS, INC.	55-202-100	158.06
02/25	02/21/2025	20250395	169	NAPA AUTO PARTS	10-202-100	192.40
02/25	02/21/2025	20250395	56	LOWE'S	10-202-100	80.47
02/25	02/21/2025	20250396	1009	MARCUS ELECTRIC LLC	10-202-100	810.00
02/25	02/21/2025	20250396	2021089	NATIONSEARCH.COM LLC	10-202-100	144.55
02/25	02/21/2025	20250397	20200297	OLSON, DAN	53-202-100	85.00
02/25	02/21/2025	20250398	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	63.02
02/25	02/21/2025	20250398	1118	MELCON COMMUNICATIONS LLP	10-202-100	3,050.00
02/25	02/21/2025	20250399	242	PETTY CASH - FINANCE	52-202-100	14.95
02/25	02/21/2025	20250399	20220557	STAMPLI CREDIT CARD	29-202-100	92.63
02/25	02/21/2025	20250400	20220576	PIKES PEAK BULLETIN	10-202-100	6,700.00
02/25	02/21/2025	20250400	20220843	STARGUARD ELITE LLC	10-202-100	500.00
02/25	02/21/2025	20250401	20220769	STATISTICAL RESEARCH INC	39-202-100	3,134.48
02/25	02/21/2025	20250401	20221049	PLANET DUCT	10-202-100	699.00
02/25	02/21/2025	20250402	380	POTESTIO BROTHERS EQUIPMENT	10-202-100	349.50
02/25	02/21/2025	20250402	20220769	STATISTICAL RESEARCH INC	39-202-100	2,271.22
02/25	02/21/2025	20250403	18922	PREFERRED DOCUMENT SOLUTIONS	10-202-100	30.49
02/25	02/21/2025	20250403	20200156	T2 SYSTEMS CANADA INC	55-202-100	3,401.17
02/25	02/21/2025	20250404	160025	PRODUCTION PRINTING D11	10-202-100	61.25
02/25	02/21/2025	20250404	160263	TALL TIMBERS TREE & SHRUB SERVICE INC	10-202-100	225.00
02/25	02/21/2025	20250405	160362	TARTAGLINI, ALDO J Ph.D.	10-202-100	225.00
02/25	02/21/2025	20250405	20221051	PROGRESSIVE PROPERTY GROUP	01-202-100	209.31
02/25	02/21/2025	20250406	662	TAYCO SCREEN PRINTING	10-202-100	316.00
02/25	02/21/2025	20250406	20220913	PURCELL TIRE & SERVICE CENTERS	55-202-100	173.06
02/25	02/21/2025	20250407	20220393	ROCKSOL CONSULTING GROUP INC	55-202-100	1,715.20
02/25	02/21/2025	20250407	20220970	TIMBERLINE BUILDING SYSTEMS LLC	39-202-100	11,493.51
02/25	02/21/2025	20250408	529	ROCKY MOUNTAIN RESERVE	10-202-100	123.25
02/25	02/21/2025	20250408	170078	TWIN BEARS	10-202-100	75.00
02/25	02/21/2025	20250409	20220331	VERIZON CONNECT FLEET USA LLC	55-202-100	805.40
02/25	02/21/2025	20250409	20220768	SCANNING COMPANY, THE	10-202-100	41,655.52
02/25	02/21/2025	20250410	160197	VERMEER SOUTH	10-202-100	167.76
02/25	02/21/2025	20250410	20200221	SEA-WESTERN INC	10-202-100	3,275.21
02/25	02/21/2025	20250411	20221033	VIVID ENGINEERING GROUP INC	52-202-100	1,375.00
02/25	02/21/2025	20250412	10065	WASTE CONNECTIONS	10-202-100	4,417.64
02/25	02/21/2025	20250413	10064	WASTE CONNECTIONS	10-202-100	522.39
02/25	02/21/2025	20250414	202195	WATTERS H2O SERVICES	52-202-100	5,973.75
02/25	02/21/2025	20250415	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	1,872.07
02/25	02/21/2025	20250416	20200273	WOLFCO COMMERCIAL SERVICES	10-202-100	175.00
02/25	02/21/2025	20250417	20220024	WOLFCO COMMERCIAL SERVICES	10-202-100	135.00
02/25	02/21/2025	20250418	20220025	WOLFCO COMMERCIAL SERVICES	10-202-100	165.00
02/25	02/21/2025	20250419	20220677	ARTAIC GROUP, LLC	39-202-100	13,411.64
02/25	02/21/2025	20250441	20220677	ARTAIC GROUP, LLC	39-202-100	6,555.00
02/25	02/21/2025	20250442	20220880	AUTOMATED BUSINESS PRODUCTS OF COLORAD	10-202-100	10.80
02/25	02/21/2025	20250443	20211028	BEAR'S ACCESS SOLUTIONS LLC	10-202-100	862.50
02/25	02/21/2025	20250444	1410	BOBCAT OF THE ROCKIES	10-202-100	94.98
02/25	02/21/2025	20250445	358	BOUND TREE MEDICAL,LLC.	10-202-100	970.57
02/25	02/21/2025	20250446	1516	CASELLE INC	10-202-100	1,787.00
02/25	02/21/2025	20250447	2021025	CHAVEZ CONSULTING INC	10-202-100	8,812.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/25	02/21/2025	20250448	144983	CINTAS FIRE	10-202-100	2,502.89
02/25	02/21/2025	20250449	170	CIRSA	10-202-100	199,762.97
02/25	02/21/2025	20250450	160403	CLARION ASSOCIATES LLC	10-202-100	5,857.41
02/25	02/21/2025	20250451	1124	CLEARWAY ENERGY GROUP LLC	52-202-100	3,394.30
02/25	02/21/2025	20250452	160124	COLORADO ADVERTISING PRODUCTS	10-202-100	288.44
02/25	02/21/2025	20250453	177	COLORADO SPRINGS UTILITIES	10-202-100	65,500.85
02/25	02/21/2025	20250454	20220017	CYBERSOURCE CORPORATION	55-202-100	548.00
02/25	02/21/2025	20250455	20221004	DETECTACHEM, INC.	10-202-100	120.58
02/25	02/21/2025	20250456	20221052	DIAZ, EVELINN	10-202-100	1,045.00
02/25	02/21/2025	20250457	20220883	DIVISION OF CHILD SUPPORT	10-202-100	312.00
02/25	02/21/2025	20250458	20220140	ECOSWEEPING INC	55-202-100	4,620.00
02/25	02/21/2025	20250459	503	FEDERAL EXPRESS	52-202-100	51.77
02/25	02/21/2025	20250460	160344	FLAIR DATA SYSTEMS	10-202-100	43,319.40
02/25	02/21/2025	20250461	682	FP MAILING SOLUTIONS	10-202-100	104.85
02/25	02/21/2025	20250462	20220651	MBI MEDICINE FOR BUSINESS & INDUSTRY	10-202-100	138.00
02/25	02/21/2025	20250463	145724	AMAZON CAPITAL SERVICES	10-202-100	3,042.93
Grand Totals:		183				1,836,069.13

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"



Memorandum

Title: March 4, 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

March 18, 2025

Purpose:

To review and approve the meeting minutes from the March 4, 2025, City Council meeting.

Background:

The City Council met in a regular session on March 4, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

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

Recommended Action:

Approve the March 4, 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
March 4, 2025

The City Council of Manitou Springs met in Regular Session on Tuesday, March 4, 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 Natalie Johnson
Councilor Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Nancy Fortuin
Councilor Michelle Whetherhult

A. CALL TO ORDER

Mayor Graham called the meeting to order at 6:02 p.m.

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

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

There was no public comment.

F. CONSENT CALENDAR

1. February 11 2025 City Council Special Meeting Minutes

Note for the Record – this item was pulled from the consent calendar as requested by Councilor Chandler.

2. February 18, 2025 City Council Regular Meeting Minutes
3. Consider Reappointing Ann Nichols to the Historic Preservation Commission
4. Consider Reappointing Anthony Maltese to the Open Space Advisory Committee
5. Black Canyon Open Space Master Plan Final Approval

Councilor Whetherhult moved to approve the consent calendar as amended with item F1 removed. The motion was seconded by Mayor Pro Tem Johnson. The motion carried unanimously (7-0).

F1. February 11, 2025 City Council Special Meeting Minutes

Councilor Shada moved to approve the February 11, 2025, City Council Special Meeting Minutes. The motion was seconded by Councilor Wolfe. The motion was carried (6-0), with Councilor Chandler recusing herself due to the fact that she was not present for the February 11, 2025, City Council Special Meeting.

G. PRESENTATION

1. Proclamation No. 0225, a Proclamation to Recognize Manitou Springs' Commitment to Valuing Diversity, Equity and Inclusion in our Community

Councilor Fortuin made a statement regarding the proclamation, the community's values, and the current political environment.

The City Council read Proclamation No.0225 into the record, recognizing Manitou Springs' commitment to valuing diversity, equity and inclusion in the community.

H. BUSINESS

1. Formal Action on Parking for Soda Springs Park Events

Parks and Recreation Director, Gillian Rossi shared additional parking options for Soda Springs Park, including parking lots at the Mate' Factor Café, the Post Office and potentially the Cliff House. She noted that the area behind Bud Ford Pavillion is not available for parking going forward and that this is beneficial for the trees to avoid compaction on the roots from parked vehicles.

Sally Fitzgerald, 143 Deer Path Avenue, expressed appreciation for the consideration of the trees in the matter.

Jenna Gallas, Event Manager with Visit Manitou Springs, thanked the city for considering the agreement and stated that the Gumbo Tasting at Soda Springs Park during the Mardi Gras event successfully utilized the guidelines outlined in the

agreement. She added that the delivery vehicle is not always a truck, but in some cases, may be a personal delivery vehicle.

There was a brief discussion regarding the verbiage in the agreement, in which Councilor Chandler suggested clearly stating in the agreement what type of vehicles would be allowed or not allowed, such as tour buses.

Councilor Chandler moved to amend the parking agreement to change “delivery truck or equipment trailer” to “delivery vehicle”. The motion was seconded by Mayor Pro Tem Johnson. The motion was carried unanimously (7-0).

Councilor Shada suggested striking sections four and six from the agreement, so that the agreement would not expire.

There was a general discussion about the wording in the agreement related to long term use of the form, in which it was suggested adding language to the beginning of the document, specifying who the agreement is between, what the event is and the timeframe for the agreement.

City Attorney Jeff Parker advised adding a statement to the agreement that the agreement may be terminated by either party.

Councilor Shada moved to approve the agreement as amended with the beginning of the agreement adjusted to “This agreement is made and entered in to by and between the City of Manitou Springs hereinafter (“City”) and [Event Organizer] regarding [Specify Event]”, sections four and six removed from the agreement, and “This agreement may be terminated by either party in writing at their will” added to the end of section five, which will be renumbered to section four. The motion was seconded by Councilor Wolfe. The motion was carried unanimously (7-0).

2. Consider Appointing Patsy Sitzman to the Urban Renewal Authority Board

Patsy Sitzman shared that she loves Manitou Springs and expressed a desire to help in the Urban Renewal Authority (URA) where she currently resides.

Councilor Shada moved to approve the appointment of Patsy Sitzman to the Urban Renewal Authority Board. The motion was seconded by Councilor Chandler. The motion was carried (7-0).

Councilor Fortuin congratulated Ms. Sitzman and made a statement regarding the Mayor’s authority to appoint members to the URA Board and his decision not to appoint Councilor Fortuin to the board. She stated that there is precedence for a councilor to serve on the board and expressed disappointment in the decision not to appoint her. She added that she willingly and enthusiastically will continue her role as Council Liaison to the board.

3. Consider Appointing Karl Stang to the Pikes Peak Area of Council Government's Citizens Advisory Committee

Mayor Graham stated that Manitou Springs currently has two representatives on the Citizens Advisory Committee, Alan Delwiche and Barbara Winter. He shared that Mr. Delwiche has expressed interest in stepping down.

Councilor Shada moved to approve the appointment of Karl Stang to the Pikes Peak Area of Council Government's Citizens Advisory Committee. The motion was seconded by Councilor Wolfe. The motion was carried (7-0).

4. Consideration of and Potential Decision to Engage an Employment Consultant to Provide Professional Services Related to the City's Employment Environment

Mayor Graham stated that the agenda item is primarily intended to update the City Council. Based on a previous request from the City Council, he shared four options provided by the City Attorney for management training or consulting services to review various city practices. He requested feedback from the Council regarding the scope of work and cost.

Councilor Shada stated that he likes the Civic Canopy 360 evaluation for \$3,000.

Mayor Pro Tem Johnson suggested that if the Council was going to invest in a culture piece that the City Administrator should be part of the conversation. She commented that she believes that the Council is looking for a systemic change that goes beyond just one or two people.

Councilor Chandler stated that she is not concerned about personality types or an overview of the work culture and that she is interested in focusing on any issues with retention, hiring and employee environment.

Councilor Fortuin stated that she is in favor of the Civic Canopy option so that the City Council could start with a 360 evaluation to help guide them towards a more specific contract related to work culture.

Councilor Wolfe expressed concern about retention and stated that she believes this is separate from a 360 evaluation. She added that she would like to prioritize employee retention.

Councilor Chandler stated that she would like a clearer understanding of the specific work product and reports that the City Council would like to receive from any of the chosen services before approving any option.

Mayor Pro Tem Johnson noted that the City Administrator had previously requested that the Council invest in the culture of the community and the city.

Mayor Graham suggested a meeting with Human Resources for an overview. He added that he does not think the issue is unique to Manitou Springs.

City Attorney Parker advised that general personnel policies would have to be discussed publicly, and only specific employee issues could be discussed in an executive session, which would require employee notification.

Councilor Whetherhult stated that she does not think the City Administrator needs a 360 evaluation at this time. She shared that she would be in support of focusing on culture.

There was a brief discussion about discussing former employees with Human Resources in which City Attorney Parker advised that former employees do not fall under executive session because they are non-employees.

Councilor Chandler stated that she would like to ensure that the employees are working in a safe and encouraging environment with potential for growth.

City Attorney Parker advised going back to the consultants with more specificity, including the work product and timeframe desired.

Mayor Pro Tem Johnson suggested that the City Council consider evaluating the staff that the city is retaining and why they are staying.

There was a brief discussion regarding the information the City Council is looking for, including identifying if there is a problem, what the problem is, and a solution in which it was determined that Mayor Graham would gather more information from the consultants.

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Councilor Fortuin shared that there is a new executive director with the URA, Electra Johnson, and that Executive Director Johnson would like to walk the URA with the Councilors. Additionally, she shared that the URA requested to be included in the city's annual report.

J. CITY ADMINISTRATOR REPORT

City Administrator Howell reported on the following items:

- The City of Manitou Springs is designated as a Tree City USA by Arbor Day Foundation for the fifth consecutive year.
- The Burns Road Properties have been fully processed and are now owned by the city.
- She attended a meeting about federal funding last week and it is still unknown what is happening with funding going forward.
- It appears that the city is not expected to receive the Congressional direct funding of \$500,000 for the Water Meters Project, but the decision has not been made. She stated she will reapply.
- Paving on Manitou Avenue for the Water Main Break is going to be \$88,000.
- The city received the dump truck approved by the City Council.

- Backflow Water testing is completed.
- The Fire Department grant program is expected to roll out April 1, 2025.
 - Mayor Pro Tem Johnson suggested offering a community information meeting regarding the fire mitigation grants.
- The city has applied to the Colorado Department of Transportation (CDOT) for a \$250,000 grant for the Creekwalk Project.
- City Administrator Howell will be presenting to the Department of Local Affairs (DOLA) tomorrow for funding that would pay for half of the Water Tank Project.
- The city garden contract has been awarded to Mary Ellen Montgomery and Becky Elder.

K. EXECUTIVE SESSION

1. An Executive Session to determine 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 reimbursement agreement between the City and Cog Railway

Mayor Graham read the purpose of the Executive Session into the record at 7:31 p.m.

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

The City Council moved back to Regular Session at 8:18 p.m. Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

L. ADJORN

With no other items to discuss, Councilor Chandler moved to adjourn the meeting. The motion was seconded by Councilor Wolfe. The motion was carried unanimously (7-0). The meeting was adjourned at 8:19 p.m.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk



Memorandum

Title: March 11, 2025 City Council Special Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

March 18, 2025

Purpose:

To review and approve the meeting minutes from the March 11, 2025, City Council meeting.

Background:

The City Council met in a special session on March 11, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Approximately one hour of staff time to attend the meeting and to prepare and review the minutes.

Recommended Action:

Approve the March 11, 2025, City Council special meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Special Meeting Minutes
606 Manitou Avenue
March 11, 2025

The City Council of Manitou Springs met in Special Session on Tuesday, March 11, 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 Natalie Johnson
Councilor Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Nancy Fortuin
Councilor Michelle Whetherhult

A. CALL TO ORDER – SPECIAL SESSION

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

B. ROLL CALL

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

C. APPROVAL OF AGENDA

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

D. BUSINESS

1. An Executive Session to determine 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 reimbursement agreement between the City and Cog Railway

Mayor Graham read the purpose of the Executive Session into the record at 6:03 p.m.

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

The City Council moved back to Regular Session at 6:50 p.m.

Mayor Graham confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

E. ADJORN SPECIAL SESSION

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

The meeting was adjourned at 6:51 p.m.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk



Memorandum

Title: Resolution No. 0625, A Resolution of the City of Manitou Springs, Colorado, Amending Section 4.5 of the Employee Handbook Concerning Military Leave

From: Kelly Padilla, Human Resource Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

March 18, 2025

Purpose:

The City is committed to ensuring that active duty and reserve military personnel receive military leave in accordance with applicable legal standards. The proposed changes will align this section with current laws, ensuring compliance while balancing the needs of both employees and the City. These updates will clarify the policies surrounding military leave and help prevent undue financial hardship for affected employees while maintaining operational efficiency.

Background:

The City has encountered varying interpretations regarding the proper compensation of personnel during military leave. This inconsistency has led to challenges in maintaining uniform procedures. Establishing a clear, standardized approach will ensure fair and consistent management of military absences across all departments.

Pros and Cons:

Pro:

Maintaining consistent policies that align with laws and regulations fosters a transparent and equitable process. Standardized guidelines ensure fairness across all personnel, reduce misunderstandings, and promote compliance with legal requirements. Additionally, clear policies enhance administrative efficiency, minimize disputes, and strengthen organizational integrity.

Con:

There are no disadvantages to establishing consistent policies that ensure fairness for all personnel and demonstrate the City's commitment to complying with laws and regulations.

Fiscal Impact:

No fiscal impact noted at this time.



Workload Impact:

Approximately one hour.

Recommended Action:

Move to approve Resolution No. 0625, a Resolution of the City of Manitou Springs, amending Section 4.5 of the employee handbook, concerning military leave.

RESOLUTION**A RESOLUTION OF THE CITY OF MANITOU SPRINGS, COLORADO,
AMENDING SECTION 4.5 OF THE EMPLOYEE HANDBOOK
CONCERNING MILITARY LEAVE**

WHEREAS, federal and state law require employers to provide certain leave benefits to members of the United States Military; and

WHEREAS, the City Council desires to update the City of Manitou Employee Handbook to clarify the military leave benefits provided by the City to employees who are members of the military.

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

SECTION 1: Section 4.5 of the Employee Handbook is hereby amended to read as follows:

4.5 MILITARY LEAVE

Full-time employees who are members of the National Guard or any other component of the military forces of the state organized or constituted under state or federal law or who is a member of the reserve forces of the United States, organized or constituted under federal law, are entitled to a leave of absence ~~members of the National Guard or reserve forces are entitled to military leave~~ without loss of pay, benefits or status for the equivalent of no more than fifteen (15) working days ~~three (3) weeks of work on the employee's regular work schedule during~~ 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 his or her service and shall be reinstated to full employment rights upon separation from military service as required by law, provided he or she reports 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 ten (10) 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~~ leave may be used for any unpaid portion of an employee's military leave e, at the employee's option.e.

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 (preferably at least 30 days).

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 that occurs within eight (8) hours 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.

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this ____ day of _____, 2025, and effective immediately.

Mayor and Council:

By: _____
John Graham, Mayor

Attest:

Elena Krebs, City Clerk

RESOLUTION

**A RESOLUTION OF THE CITY OF MANITOU SPRINGS, COLORADO,
AMENDING SECTION 4.5 OF THE EMPLOYEE HANDBOOK
CONCERNING MILITARY LEAVE**

WHEREAS, federal and state law require employers to provide certain leave benefits to members of the United States Military; and

WHEREAS, the City Council desires to update the City of Manitou Employee Handbook to clarify the military leave benefits provided by the City to employees who are members of the military.

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

SECTION 1: Section 4.5 of the Employee Handbook is hereby amended to read as follows:

4.5 MILITARY LEAVE

Full-time employees who are members of the National Guard or any other component of the military forces of the state organized or constituted under state or federal law or who is a member of the reserve forces of the United States, organized or constituted under federal law, are entitled to a leave of absence without loss of pay, benefits or status for the equivalent of three (3) weeks of work on the employee's regular work schedule during 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 his or her service and shall be reinstated to full employment rights upon separation from military service as required by law, provided he or she reports to the City for work within ninety (90) days from such separation. Accrued leave may be used for any unpaid portion of an employee's military leave, at the employee's option.

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

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 that occurs within eight (8) hours 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.

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this 18th day of March 2025, and effective immediately.

Mayor and Council:

By: _____
John Graham, Mayor

Attest:

Elena Krebs, City Clerk



Memorandum

Title: Requesting Approval of a General Services Agreement with Silverback Excavation, LLC for Phase 1 Temporary Lot at the Dillon Mobility Hub

From: Erin Ringsred, Planner II

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

March 18, 2025

Purpose:

Finalize contract with Silverback Construction for Phase 1 Temporary Parking Lot Improvements at the Dillon Mobility Hub.

Background:

On January 7, 2025, staff was directed to move forward with the Request for Bids for a Temporary Parking Lot in order to ensure the Dillon Parking Lot would be available for use on June 1, 2025.

The westbound Mountain Metro Stop will remain in front of the Days Inn until the final parking lot is constructed due to accessibility needs.

The Request for Bids was published on January 10, 2025 and bids were due on February 21, 2025. Bids were reviewed, and four applicants were selected for interviews based upon the amount of the bid, schedule, qualifications, and submittal completeness. Four teams were interviewed, and Silverback Construction was unanimously selected by the five-person interview team.

Pros and Cons:

Pros: The selected contractor allows us to meet the project schedule and complete the work by the June 1, 2025, deadline to support the anticipated seasonal traffic.

Cons: If postponed, it will not allow the contractor to meet the June 1st deadline.

Fiscal Impact:

\$299,089.00 is the cost of the construction contract with Silverback Excavation for the temporary lot construction and this includes an allowance for underground electric or utility pathways and the payment and performance bond. The loan has not been secured, but we are working with the bank to secure it as soon as possible and will bring it to the Council. In the interim, we will use the Mobility and Parking funds to cover



the costs.

Workload Impact:

Project Team time overseeing construction work on site and processing pay applications from the contractor. This project has been put on a fast track and the workload has been substantial. The operational workload for the Dillon Mobility Hub has been preliminarily outlined based on discussions with City staff and is subject to adjustment following design considerations. Initial staffing projections indicate the need for two part-time seasonal parking attendants to oversee parking operations during peak seasons, ensuring efficient usage and visitor support. Future staffing needs will be evaluated pending other developments in the City and are to be determined at this time. These staffing projections aim to balance operational efficiency with resource constraints while aligning with the project's phased implementation approach.

Recommended Action:

Approve the General Services Agreement with Silverback Excavation, LLC for Phase 1 temporary lot at the Dillon Mobility Hub through the approval of the consent calendar.

AGREEMENT FOR GENERAL SERVICES

THIS AGREEMENT FOR GENERAL SERVICES is made and entered into this **18th day of March 2025**, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Silverback Excavation, LLC** an independent contractor with a principal place of business at 5660 Iris Pkwy, Longmont, CO 80504 and phone number of 720-358-6415 ("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 **_Two Hundred Ninety Nine Thousand Eight Nine Dollars (\$299,089.00) and as per Exhibit B**. 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. The base bid is awarded as a lump sum per Addendum 2 (Page 2, Item #2). Allowances will be paid per work performed.

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 for the lump sum portion of the contract will be billed by percentage of work completed and approved. Invoices for allowance items 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 a fourteen (14) calendar day grace period of the schedule agreed upon by the City and Contractor, Contractor shall be assessed Five Hundred Dollars (\$500) per day. The only exception to this clause is for documented delays beyond Contractor's control, whereby the schedule will be extended by the number of days Contractor was delayed.

B. Contractor has provided a written schedule for the work to be completed and is included in **Exhibit A**. 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 and workmanship 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 the 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 **rchaney@manitouspringsco.gov** (Roy Chaney, Public Services Director)

To Consultant at **nwilkinson@silverbackexcavation.com** (Nate Wilkinson, Estimator)

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

(Printed name and title of City Official)

ATTEST:

Office of the City Clerk

CONTRACTOR Silverback Excavation, LLC

David Karst

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 Addendum 02 & 03, Schedule, Scope Clarifications and Grading & Erosion Control Plan_REV2, consisting of 34 pages in total.

EXHIBIT B
COST OF WORK – BID TAB

For details, see the attached Bid Tab dated March 14, 2025, consisting of 1 page in total.



CITY OF MANITOU SPRINGS

ADDENDUM FORM

RFB 2025-001

ADDENDUM NUMBER 2

DATE: February 14, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum for the RFB 2025-001 Dillon Mobility Hub Interim Lot, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Addendum shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in the rejection of the Bid.

1.02 The addendum includes the following documents: Revised RFB, Revised Grading & Erosion Control Plans, Clarifications Log (i.e. Answers to RFP Questions), and a Revised Bid Tabulation.

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this 21ST day of 2025.

SILVERBACK EXCAVATION

Name of Bidder

DAVID KARST

Authorized Officer

CFO

Title

END OF ADDENDUM



CITY OF MANITOU SPRINGS

Request for Bids

Dillon Mobility Hub Interim Lot

RFB NUMBER: 2025-001

Bid Submittal Deadline – Tuesday, February 20th, 2025, 1:00 PM
Contact Person – Vanessa Vedral at vvedral@manitouspringsco.gov

The City of Manitou Springs is accepting bids for construction of the Dillon Mobility Hub interim parking lot located at 132-142 Manitou Avenue. See General Scope of Services Section and attachments for further details.

- Publication date: **Thursday, January 9th, 2025**
- Pre-bid meeting to be held on **Tuesday, January 21st, 2025, at 3:00 PM at 134 Manitou Avenue, Manitou Springs, CO 80829**
- Deadline to present questions deadline is **Wednesday, January 29th, 2025, at 3:00 PM.**
 - Questions are to be addressed to the contact person
- Final Addendum (responses to questions) to be published on **Thursday, February 10th, 2025**
- Bid shall be submitted to the contact person electronically no later than the Submittal Deadline
 - There will not be a public bid opening
- Notice of Award will be **Tuesday, March 4th, 2025**
- The Selected Contractor will be required to obtain a performance bond to cover 100% of the project contract amount and 50% payment bond
- This project is **not** subject to Davis Bacon Wages
- The City of Manitou Springs requires the project to be completed by June 1st, 2025, failure to do so will trigger liquidated damages

The bid shall have an Anticipated Scope of Services that includes the following:

1. The Contractor will provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time
2. Quantities are for informational use only – This contract is to be awarded as a lump sum contract
3. The Contractor shall follow all standard notes and details stated on the Dillon Motel – Park N Ride Preliminary & Interim Grading & Erosion Control Plans
4. The Contractor is responsible for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project

5. All construction waste shall be disposed of by the Contractor
6. The Contractor is responsible for damages, inside or outside the project area
7. The Contractor is responsible for their own confined space, roadway, and trenching safety procedures
8. No work shall be done between the hours of 5:30 PM and 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in case of an emergency
9. If the project requires street closure – partial or otherwise, the Contractor shall provide all necessary traffic control. All traffic control personnel must at a minimum carry the current CDOT Flagger Certification. A Traffic Control Plan must be submitted to and approved by City staff at the pre-construction meeting. The pre-construction is to be scheduled for accepting the contract.
10. It is anticipated that no existing utilities will need to be relocated and there are no proposed utilities
11. The Contractor shall stay within the limits of disturbance depicted in the Dillon Motel – Park N Ride Preliminary & Interim Grading & Erosion Control Plans
12. Below is the Anticipated General Scope of Services for this project:

GENERAL SCOPE OF SERVICES

Overview: The construction of the Dillon Mobility Hub Interim Lot will provide essential parking and accessibility improvements to serve the community's immediate needs. The project involves site preparation, grading, installation of infrastructure, and implementation of temporary and permanent features. The work of the Project is defined by the Dillon Motel – Park N Ride Preliminary & Interim Grading & Erosion Control Plans provided in Exhibit A and containing the following components:

1. Demolition & Excavation:

- a. Site Clearing & Grubbing
- b. Embankment - Material shall consist of approved material acquired from excavations and placed in embankments. Embankment material will be measured in its final compacted position.
- c. Unclassified Excavation – Shall consist of the excavation of all material of whatever character required for the work, obtained within the site including surface boulders and excavations for placement of improvements.
- d. Removal of Existing Asphalt & Disposal
- e. Demolition of 4' Brick Wall Along Manitou Ave – this includes disposal of demolished material and backfilling to match existing grade

2. Pavement & Sidewalk

- a. Millings Placement – Placement of 4" thickness milling material. Max size of millings to be no greater than 3" (Chunks) compacted to be used as a drivable surface. A compaction report is required
- b. 4" Concrete Sidewalk – Minimum compressive strength: 4000 PSI. See detail for reference
- c. 8" Concrete Parking – Minimum compressive strength: 4000 PSI, 4" subbase with a compacted subgrade. See detail for reference

3. Curb & Gutter:

- a. 6" Concrete Vertical Curb. See detail for reference
- b. Traversable Sloped Concrete Curb. See detail for reference

4. Signage & Striping:

- a. White Pavement Stripes – 4" wide white epoxy striping
- b. Embedded Detectable Warning Unit – 2'x5' surface mounted ADA warning pad with raised truncated domes (Must be ADA compliant)
- c. Pedestrian Crossing Area – 4" wide white epoxy striping
- d. ADA Parking Stall Sign – Per MUTCD R7-8 sign
- e. ADA Van Accessible Sign – Per MUTCD R7-8P sign
- f. ADA Handicap Parking Symbol – White epoxy striping
- g. Sign Post – U-Channel heavy duty galvanized steel (or equal) that meets MUTCD standards

5. Erosion & Sediment Control:

- a. Vehicle Tracking Control – See detail for reference
- b. Silt Fence – See detail for reference
- c. Concrete Washout - See detail for reference
- d. Sediment Control Logs - See detail for reference
- e. Check Dams - See detail for reference
- f. Seeding & Mulching – See detail for reference

6. Site Programs:

- a. Installation of wheel stops - See detail for reference
- b. Installation of split wood fencing - See detail for reference
- c. Bollards - See detail for reference
- d. Ornamental Light Standards and Luminaries - See electrical detail for reference
- e. Rigid 3" Conduit - See electrical detail for reference
- f. Lighting Control Allowance

7. General

- a. Mobilization
- b. Construction Surveying
- c. Traffic Control Measures – Includes implementing traffic controls, flagging, signage, inspections, setup/ tear down, MHT and any permits required

Additional scope components not included in the GEC plans:

8. Electrical components:

- a. Installation of adequate conduit for electrical components starting at the Restroom Building (located on lot 132 Manitou Avenue) to dirt portion of the lot 134 Manitou Avenue to allow for the installation of site electrical at a future date. This work will need to be done prior to the concrete and curb work for the ADA parking spaces.
- b. Installation of galvanized pipe pole(s) for security and/or lighting components (5 Each).

9. Compliance and Coordination: All work will adhere to the City of Manitou Springs' grading, erosion control, and stormwater quality control standards. The contractor will coordinate utility relocations and field adjustments as needed. Regular site inspections and quality control measures will ensure compliance with approved plans and specifications.

10. Construction Quality Control/Testing:

The City of Manitou Springs will provide and schedule QC for this project. It is on the contractor to decide if they want to have testing on their side as a side-by-side comparison. Tests to be performed but are not limited to:

- a. Compaction Testing
- b. Soil testing
- c. Concrete testing

11. Site Clean-up and Final Inspection

- a. Post-construction cleaning and removal of all excess materials, debris and equipment.

12. Project Schedule: The Contractor will provide a written schedule for the work to be included in bid package including a timeline that adheres to the completion before June 1st, 2025.

13. Project Bid: Provide estimated costs for the project using the itemized "Bid Tabulation Sheet" in Exhibit B.

INSTRUCTIONS TO BIDDERS

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.

3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City of Manitou Springs possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date.
4. If a mistake is made or discovered during or after the Bid review, the City of Manitou Springs reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City of Manitou Springs, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.
5. Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall dictate. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall dictate.
6. The City of Manitou Springs shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City of Manitou Springs is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
8. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
9. The following information shall be submitted with the Bid:
 - a. The names and resumes of staff personnel who will be assigned to the work.
 - b. A complete proposed scope of work, cost and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submitting the Bid.
 - c. The names and addresses of any subcontractors who will be retained for

the work.

- d. A list of the Bidder's previous experience on similar projects.
10. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.
 11. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City of Manitou Springs reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City of Manitou Springs does not base its award on prices alone. Also to be considered are quality of product; previous experience with Bidder or any subcontractors, consultants, products or suppliers; qualifications of Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
 12. The City of Manitou Springs reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City of Manitou Springs that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
 13. The City of Manitou Springs reserves the right, if it deems such action to be in its best interests, to reject all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City of Manitou Springs further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
 14. No Bid shall include federal excise taxes or state or local sales or use taxes.
 15. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract in result of submission of a Bid, Colorado State law shall govern any such claim, suit, or demand and the rights and duties of the parties.

16. All parts not specifically mentioned which are necessary to provide a complete unit shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.
17. Bids shall be in accordance with the specifications contained in the Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
18. Each Bid shall include a statement of standard warranty of the manufacturer.
19. Any Bid received as the result of this request is prepared at the Bidder's expense and becomes City property and is therefore a public record upon opening by the City. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.
20. Failure to complete work on time will result in a daily charge made against the Contractor for each calendar day, including free time, that any work remains uncompleted after the elapse of contract time. This daily charge will be deducted from any money due to the Contractor. This deduction will not be considered a penalty, but as liquidated damages.

As it will be extremely difficult to estimate the damages, including, but not limited to, indirect and consequential damages, the schedule of liquidated damages set forth below is an amount, agreed to by the Contractor and the City of Manitou Springs, as reasonable compensation to the City of Manitou Springs if the Contractor fails to complete performance within fourteen (14) calendar days of the contract time of the stated completion date of June 1, 2025.

Original Contract Amount	Liquidated Damages per Calendar Day (\$)
0 - \$1,000,000	\$500
\$1,000,000 – \$2,000,000	\$750
\$2,000,000 – \$4,000,000	\$1,000
\$4,000,000 – \$7,000,000	\$1,500
\$7,000,000 – \$10,000,000	\$2,000
Above \$10,000,000	\$2,500

Permitting the Contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the City of Manitou Springs rights under the Contract.

Deduction assessed as liquidated damages under this subsection shall not relieve the Contractor from Liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work according to contract times.

The City of Manitou Springs is an Equal Opportunity Employer, and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment for this position.



GENERAL CONSTRUCTION NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH THE CITY OF MANITOU SPRINGS SPECIFICATIONS, UNLESS NOTED OTHERWISE.
2. IT IS SUGGESTED THAT THE CONTRACTOR INITIATE A REQUEST TO THE COLORADO SPRINGS UTILITIES FOR ANY CONSTRUCTION RELATED TEMPORARY ELECTRICAL POWER SOURCES AS SOON AS POSSIBLE. IN SOME INSTANCES UP TO 30 DAYS MAY BE REQUIRED TO PROVIDE THE SOURCE.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE RE-ESTABLISHMENT OF ALL SURVEY MONUMENTS DISTURBED WITHIN THE PROJECT LIMITS.
4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THEIR OWN ESTIMATE OF EARTHWORK QUANTITIES.
5. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT, REPAIR, AND/OR REPLACE THE EXISTING STRUCTURES AS NECESSARY TO RETURN THEM TO EXISTING CONDITIONS OR BETTER.
6. CONTRACTOR SHALL ADJUST AND/OR REMOVE AND REPLACE EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND AND ABOVE GROUND UTILITIES WITHIN AND ADJACENT TO THE SITE. PRIOR TO ANY EXCAVATION, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 AT LEAST TWO WORKING DAYS PRIOR TO DIGGING. THE OMISSION FROM OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF OR A DEFINITE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES DURING THE WORK. ANY DAMAGE TO THE EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND ANY SERVICE DISRUPTION WILL BE SETTLED BY THE CONTRACTOR.
9. ALL UTILITIES (MANHOLES, VALVE COVERS, CLEANOUTS, VAULTS, BOXES, ETC.) SHALL BE ADJUSTED TO FINAL GRADE.

GENERAL GRADING NOTES:

1. THE SITE SHALL BE STRIPPED A MINIMUM OF 0.5' BELOW EXISTING GRADE. STRIPPED TOPSOIL SHALL REMAIN ONSITE IN THE DESIGNATED STOCKPILE LOCATIONS PER NPDES.
2. MAXIMUM CUT/FILL SLOPES SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED. ALL SLOPES MUST BE PROTECTED FROM EROSION.
3. IF DURING THE OVERLOT GRADING PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE AN UNIDENTIFIED SITUATION IS PRESENT, THE SOILS ENGINEER SHALL BE CONTACTED FOR RECOMMENDATIONS.
4. THE CONTRACTOR SHALL PROTECT ALL WORK AREAS AND FACILITIES FROM FLOODING AT ALL TIMES. AREAS AND FACILITIES SUBJECTED TO FLOODING, REGARDLESS OF THE SOURCE OF WATER, SHALL BE PROMPTLY DEWATERED AND RESTORED.
5. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DURING CONSTRUCTION ACTIVITIES AT ALL TIMES DURING GRADING AND CONSTRUCTION.
6. SPOT ELEVATIONS SHALL TAKE PRECEDENCE OVER CONTOURS AND SLOPES SHOWN. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE SPOT ELEVATIONS THAT DO NOT APPEAR TO BE CONSISTENT WITH THE CONTOURS AND SLOPES.
7. BENCHMARK VERIFICATION: CONTRACTOR SHALL USE BENCHMARKS AND DATUMS SHOWN HEREON TO SET PROJECT BENCHMARK(S), AND SHALL PROVIDE SURVEY NOTES OF SUCH TO PROJECT ENGINEER PRIOR TO COMMENCING CONSTRUCTION.
8. SPOT ELEVATIONS REPRESENT FLOW LINE OR FINISH GRADE UNLESS OTHERWISE NOTED.
9. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
10. PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.

TIMING

ANTICIPATED STARTING AND COMPLETION TIME PERIOD OF SITE GRADING:
AUGUST 2024 - JUNE 2025

EXPECTED DATE ON WHICH THE FINAL STABILIZATION WILL BE COMPLETED:
DECEMBER 2025

AREAS

1. TOTAL AREA OF THE SITE TO BE CLEARED, EXCAVATED OR GRADED FOR THE PRELIMINARY GRADING:
0.67 ACRES
2. TOTAL AREA OF THE SITE TO BE CLEARED, EXCAVATED OR GRADED FOR THE INTERIM GRADING:
0.99 ACRES

RECEIVING WATERS: FOUNTAIN CREEK

GENERAL NOTES:

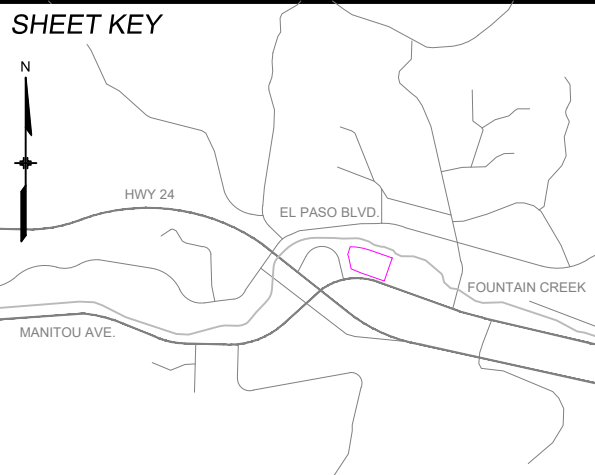
1. ANY LAND DISTURBANCE BY ANY OWNER, DEVELOPER, BUILDER, CONTRACTOR, OR OTHER PERSON SHALL COMPLY WITH THE BASIC GRADING, EROSION AND STORMWATER QUALITY CONTROL REQUIREMENTS BASED ON THE CITY OF MANITOU SPRINGS STANDARDS AND CRITERIA.
2. NO CLEARING, GRADING, EXCAVATION, FILLING OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING PLAN AND EROSION AND STORMWATER QUALITY CONTROL PLAN IS RECEIVED FROM ENGINEERING DEVELOPMENT REVIEW.
3. SEDIMENT TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE, SHALL BE CLEANED IMMEDIATELY.
4. THE GRADING AND EROSION CONTROL PLANS WILL BE SUBJECT TO RE-REVIEW AND RE-ACCEPTANCE BY ENGINEER OF RECORD SHOULD ANY OF THE FOLLOWING OCCUR: GRADING DOES NOT COMMENCE WITHIN TWELVE (12) MONTHS OF THE CITY ENGINEER'S ACCEPTANCE OF THE PLAN, A CHANGE IN PROPERTY OWNERSHIP, PROPOSED DEVELOPMENT CHANGES, OR PROPOSED GRADING REVISIONS.
5. THE PLAN SHALL NOT SUBSTANTIALLY CHANGE THE DEPTH OF COVER, OR ACCESS TO EXISTING UTILITY FACILITIES. ACCEPTANCE OF THIS PLAN DOES NOT CONSTITUTE APPROVAL TO GRADE IN ANY UTILITY EASEMENT OR RIGHT OF WAY. APPROVALS TO GRADE WITHIN UTILITY EASEMENTS MUST BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANY. IT IS NOT PERMISSIBLE FOR ANY PERSON TO MODIFY THE GRADE OF THE EARTH ON ANY COLORADO SPRINGS UTILITIES EASEMENT OR UTILITY RIGHT-OF-WAY WITHOUT THEIR WRITTEN APPROVAL. THE PLAN SHALL NOT INCREASE OR DIVERT WATER TOWARDS UTILITY FACILITIES. ANY CHANGES TO EXISTING UTILITY FACILITIES TO ACCOMMODATE THE PLAN MUST BE APPROVED BY THE AFFECTED UTILITY OWNER PRIOR TO IMPLEMENTING THE PLAN. THE RESULTING COST TO RELOCATE OR PROTECT EXISTING UTILITIES OR TO PROVIDE INTERIM ACCESS IS AT THE EXPENSE OF THE PLAN APPLICANT.
6. NON-STRUCTURAL EROSION CONTROL MEASURES THAT ARE NOT DESIGNATED WITHIN THE PLAN SET ARE STREET SWEEPING, LANDSCAPING AND VEGETATIVE BUFFER STRIPS.

OPINION OF PROBABLE EROSION CONTROL COSTS

1.	SILT FENCE 1,190 L.F. AT \$3.00 =	\$	3,570.00
2.	SEDIMENT CONTROL LOG 78 L.F. AT \$8.00 =	\$	624.00
3.	VEHICLE TRACKING CONTROL (1) EACH AT \$3,085.00 =	\$	3,085.00
		\$	7,279.00
	MAINTENANCE CONTINGENCY (40%) =	\$	2,911.60
	TOTAL =	\$	10,190.60

MATRIX DESIGN GROUP, INC. CANNOT AND DOES NOT GUARANTEE THAT THE CONSTRUCTION COSTS WILL NOT VARY FROM THESE OPINIONS OF PROBABLE COSTS. THESE OPINIONS REPRESENT OUR BEST JUDGEMENT AS A DESIGN PROFESSIONAL, FAMILIAR WITH THE CONSTRUCTION INDUSTRY AND THIS DEVELOPMENT.

NRCS SOIL SURVEY FOR EL PASO COUNTY		
SOIL ID NO.	SOIL TYPE	HYDROLOGIC CLASSIFICATION
20	CONNERTON-ROCK OUTCROP COMPLEX (8% TO 90% SLOPES)	D
101	USTIC TORRIFLUVENTS, LOAMY	B



BASIS OF BEARING
BEARINGS AARE BASED ON THE NORTHEAST LINE OF THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 220201139 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE, MONUMENTED AT THE NORTHWEST END BY A 1 INCH YELLOW PLASTIC CAP STAMPED "UP&E, LS 11624", AND AT THE SOUTHEAST END BY A 1 1/2 INCH ALUMINUM CAP STAMPED "DB&CO, PLS 37913", AND IS ASSUMED TO BEAR SOUTH 71°01'02" EAST, A DISTANCE OF 117.20 FEET.

BENCHMARK
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SEAL	DILLON MOTEL - PARK-N-RIDE			
	MANITOU SPRINGS, COLORADO GRADING AND EROSION CONTROL PLANS			
	EROSION CONTROL NOTES			
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC. PROJECT No. 24.1289.003		DESIGNED BY: KGI DRAWN BY: KGI CHECKED BY: MDF	SCALE HORIZ. N/A VERT. N/A	DATE ISSUED: FEBRUARY 2025 SHEET 2 OF 7
		DRAWING No. GN01		



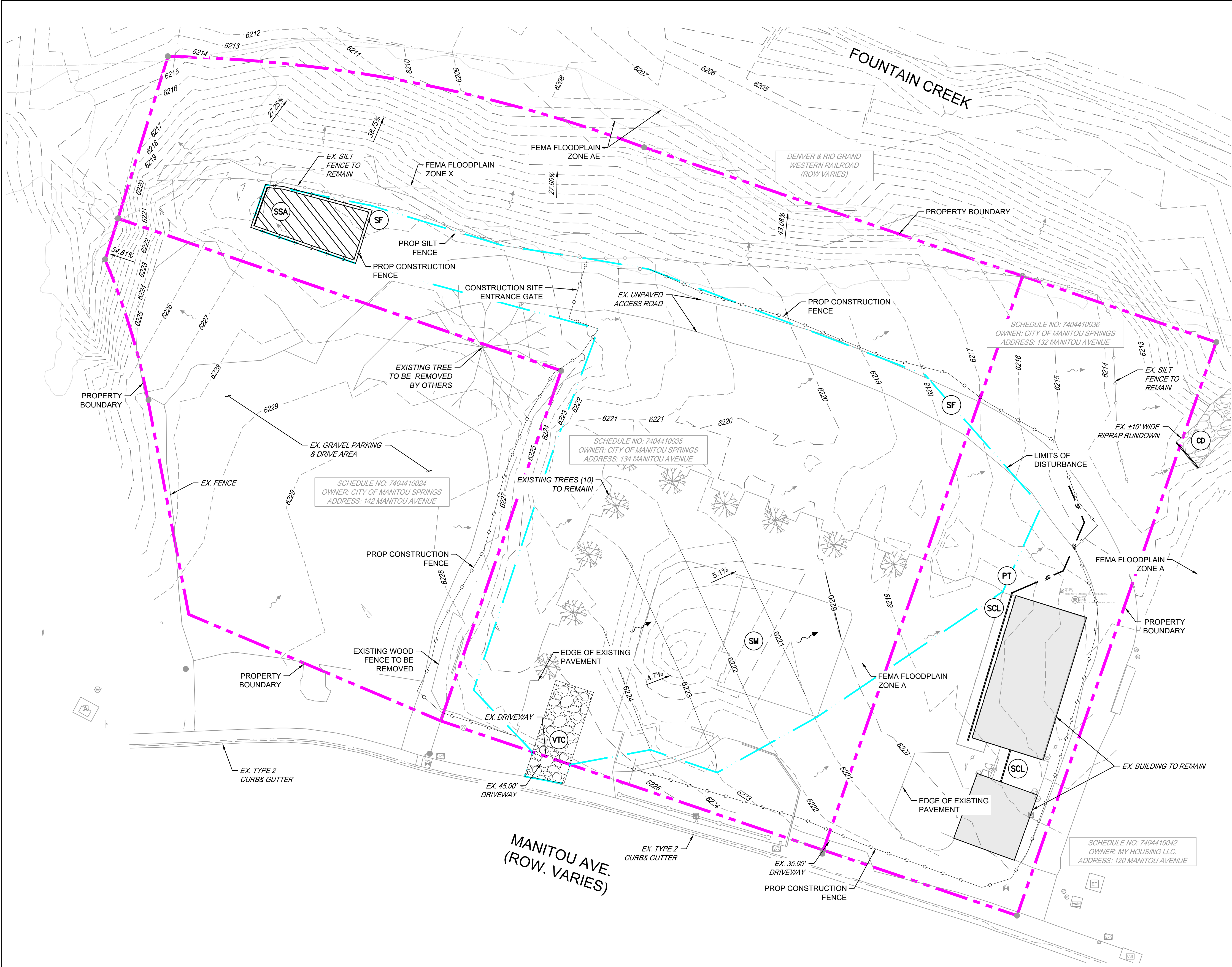
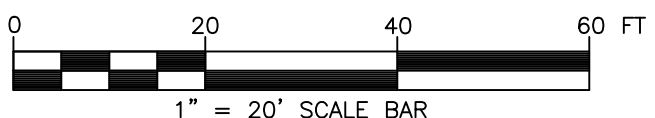
Know what's below.
Call before you dig.

EROSION CONTROL LEGEND

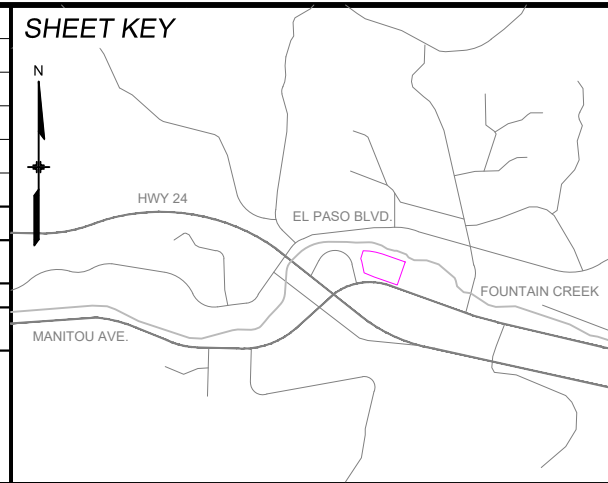
- SF SILT FENCE
- SCL SEDIMENT CONTROL LOG
- VTC VEHICLE TRACKING CONTROL
- PT PORTABLE TOILET
- CD CHECK DAM
- SM STOCKPILE MANAGEMENT / STABILIZED STAGING AREA
- HP HP HIGH POINT / LOW POINT
- LP LP LOW POINT / HIGH POINT
- PROPOSED CONTOURS
- EXISTING CONTOURS
- SLOPE LABEL
- PROPOSED OVERLAND FLOW
- EXISTING OVERLAND FLOW
- LIMITS OF DISTURBANCE/ CONSTRUCTION SITE BOUNDARY
- PROJECT BOUNDARY LINE
- EX UNDERGROUND ELECTRIC
- EX UNDERGROUND CABLE TV
- EX UNDERGROUND GAS
- EX SANITARY SEWER
- EX UNDERGROUND TELECOM
- EX WATER
- EX WATER 8" CIP
- PROPOSED CONSTRUCTION FENCE (CHAIN LINK)
- FEMA FLOODPLAIN LIMITS

GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING DRY AND WET UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY ISSUES. UTILITY RELOCATION MAY BE REQUIRED.
- STRIP AND STOCKPILE TOPSOIL FROM GRADING AREAS. USE STOCKPILED TOPSOIL AND IMPORTED TOPSOIL AS NECESSARY FOR SURFACE RESTORATION.
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- THERE IS NO ASPHALT, CONCRETE ASPHALT PLANTS, OR MASONRY MIX STATIONS NEEDED FOR THE PROJECT.
- THIS SITE IS A TRIBUTARY AREA TO FOUNTAIN CREEK.
- THERE ARE NO GEO HAZARDS FOR THIS PROJECT PER GEOTECHNICAL INVESTIGATION FOR ATLAS MIDDLE SCHOOL ADDITION PREPARED BY CTL THOMPSON, DATED OCTOBER 13, 2023.
- THE SITE IS NOT LOCATED WITHIN A STREAM SIDE ZONE NOR IS IT LOCATED WITHIN ANY REGULATORY FLOODWAY OR FLOODPLAIN. SEE FIRM PANEL #08041C0707G EFFECTIVE DECEMBER 7, 2018.
- TOTAL AREA OF THE SITE WHERE ANY CONSTRUCTIVE ACTIVITY IS EXPECTED TO RESULT IN LAND DISTURBANCE OF THE GROUND SURFACE: 0.67 ACRES.



REFERENCE DRAWINGS			
X-1289-EX-BASE X-1289-EX-MAP X-1106-GEC X-1289-EX-UTLS X-FEMA			
No.	DATE	DESCRIPTION	BY
COMPUTER FILE MANAGEMENT			
FILE NAME: S:\24.1289.003 Dillon Motel Park N Ride\500 CADD\504 Plan Sets\Construction Plans\GEC Plan\GEC01.dwg			
CTB FILE: ----			
PLOT DATE: 2/11/2025 12:36 PM			
THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.			



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SEAL

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
PROJECT No. 22.1289.001

DILLON MOTEL - PARK-N-RIDE			
MANITOU SPRINGS, COLORADO GRADING AND EROSION CONTROL PLANS			
PRELIMINARY GRADING & EROSION CONTROL PLAN			
DESIGNED BY: WAN	SCALE: 1"=20'	DATE ISSUED: FEBRUARY 2025	DRAWING No. GEC01
DRAWN BY: WAN	HORIZ. 1"=20'	SHEET 4 OF 7	
CHECKED BY: MDF	VERT. N/A		

Know what's below.
Call before you dig.

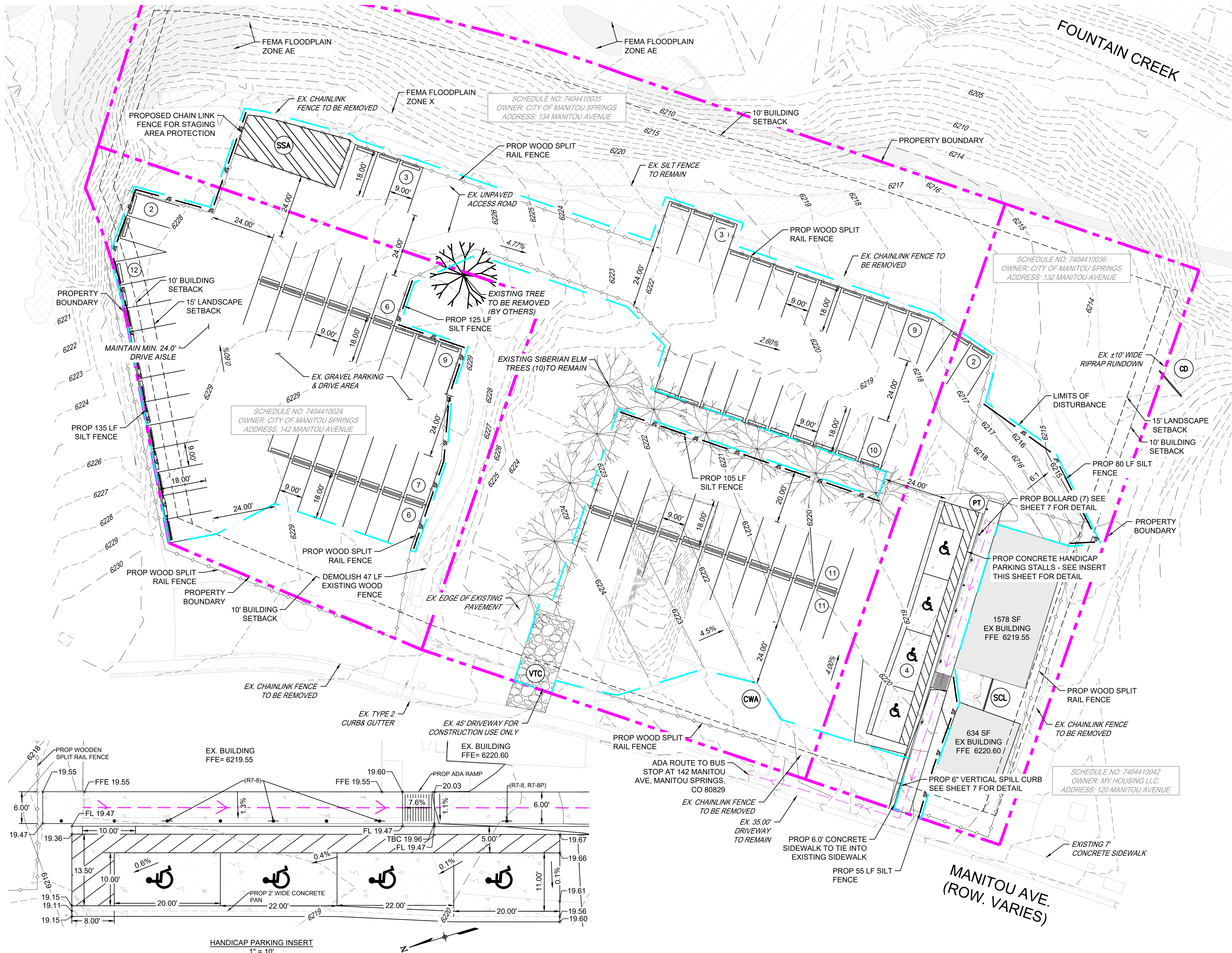
EROSION CONTROL LEGEND

	SF	SILT FENCE
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		EX UNDERGROUND GAS
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		EX UNDERGROUND TELECOM
		EX WATER

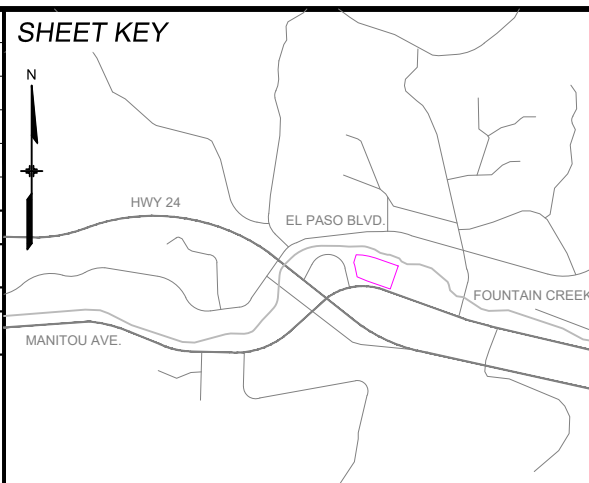
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- THE SITE IS NOT LOCATED WITHIN A STREAM SIDE ZONE NOR IS IT LOCATED WITHIN ANY REGULATORY FLOODWAY OR FLOODPLAIN. SEE FIRM PANEL #08041C0707G EFFECTIVE DECEMBER 7, 2018.
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TEMPORARY USE PARKING TABLE	
# STANDARD PARKING STALLS	92
# OF HANDICAP PARKING STALLS	4



REFERENCE DRAWINGS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</
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SEAL

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
PROJECT No. 24.1289.003

DILLON MOTEL - PARK-N-RIDE

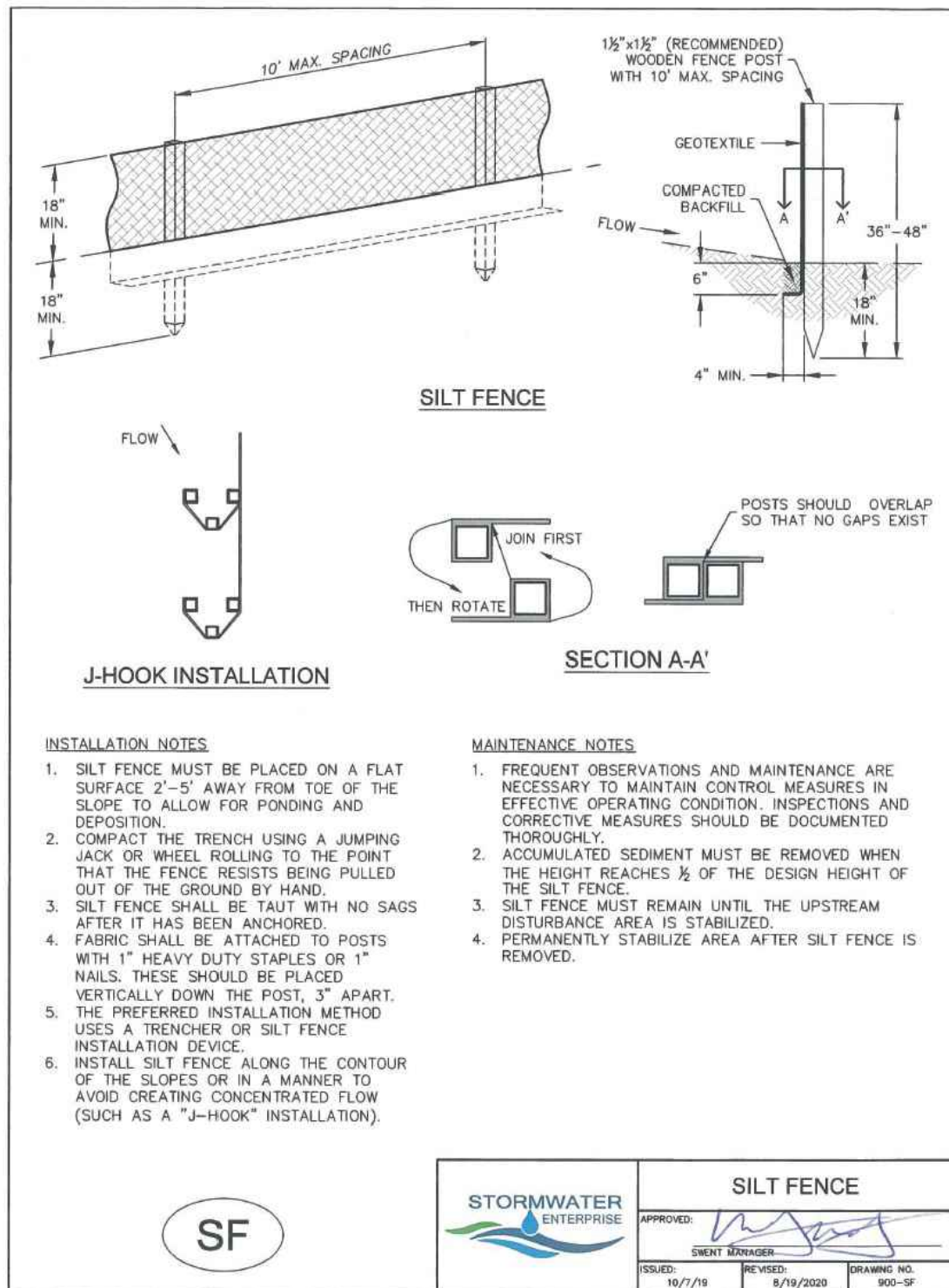
MANITOU SPRINGS, COLORADO
GRADING AND EROSION CONTROL PLANS

INTERIM GRADING & EROSIONS CONTROL PLAN

DESIGNED BY:	KGI	SCALE:		DATE ISSUED:	FEBRUARY 2025	DRAWING No.
DRAWN BY:	KGI	HORIZ:	N/A			
CHECKED BY:	MDJ	VERT:	N/A	SHEET	5 OF 7	GEC02



Know what's below.
Call before you dig.



SEEDING & MULCHING

ALL SOIL TESTING, SOILS AMENDMENT AND FERTILIZER DOCUMENTATION, AND SEED LOAD AND BAG TICKETS MUST BE ADDED TO THE CSWMP.

SOIL PREPARATION

1. IN AREAS TO BE SEED, THE UPPER 6 INCHES OF THE SOIL MUST NOT BE HEAVILY COMPACTED, AND SHOULD BE IN FRIBLE CONDITION. LESS THAN 80% STANDARD PROCTOR DENSITY IS ACCEPTABLE. AREAS OF COMPACTION OR GENERAL CONSTRUCTION ACTIVITY MUST BE SCARIFIED TO A DEPTH OF 6 TO 12 INCHES PRIOR TO SPREADING TOPSOIL TO BREAK UP COMPACTED LAYERS AND PROVIDE A BLENDING ZONE BETWEEN DIFFERENT SOIL LAYERS.
2. AREAS TO BE PLANTED SHALL HAVE AT LEAST 4 INCHES OF TOPSOIL SUITABLE TO SUPPORT PLANT GROWTH.
3. THE CITY RECOMMENDS THAT EXISTING AND/OR IMPORTED TOPSOIL BE TESTED TO IDENTIFY SOIL DEFICIENCIES AND ANY SOIL AMENDMENTS NECESSARY TO ADDRESS THESE DEFICIENCIES. SOIL AMENDMENTS AND/OR FERTILIZERS SHOULD BE ADDED TO CORRECT TOPSOIL DEFICIENCIES BASED ON SOIL TESTING RESULTS.
4. TOPSOIL SHALL BE PROTECTED DURING THE CONSTRUCTION PERIOD TO RETAIN ITS STRUCTURE AVOID COMPACTION, AND TO PREVENT EROSION AND CONTAMINATION. STRIPPED TOPSOIL MUST BE STORED IN AN AREA AWAY FROM MACHINERY AND CONSTRUCTION OPERATIONS, AND CARE MUST BE TAKEN TO PROTECT THE TOPSOIL AS A VALUABLE COMMODITY. TOPSOIL MUST NOT BE STRIPPED DURING UNDESIRABLE WORKING CONDITIONS (E.G. DURING WET WEATHER OR WHEN SOILS ARE SATURATED). TOPSOIL SHALL NOT BE STORED IN SWALES OR IN AREAS WITH POOR DRAINAGE.

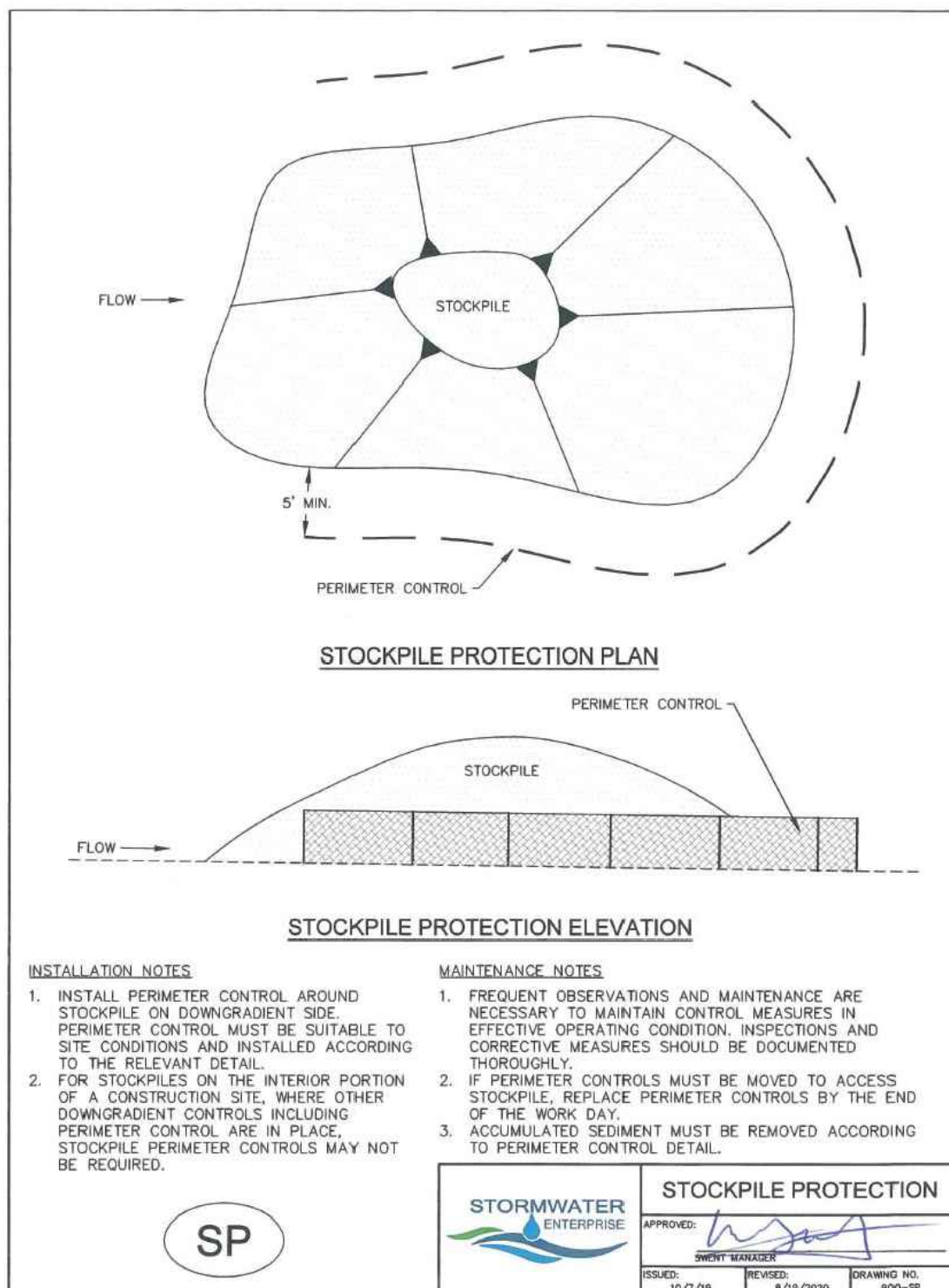
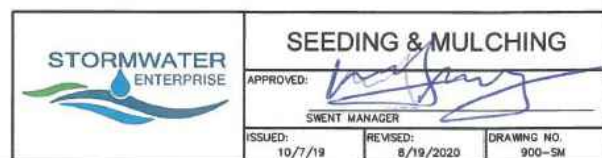
SEEDING

1. ALLOWABLE SEED MIXES ARE INCLUDED IN THE CITY OF COLORADO SPRINGS STORMWATER CONSTRUCTION MANUAL. ALTERNATIVE SEED MIXES ARE ACCEPTABLE IF INCLUDED IN AN APPROVED LANDSCAPING PLAN.
2. SEED SHOULD BE DRILL-SEED, WHENEVER POSSIBLE.
3. *SEED DEPTH MUST BE $\frac{1}{2}$ TO $\frac{3}{4}$ INCHES WHEN DRILL-SEEDING IS USED.
4. BROADCAST SEEDING OR HYDRO-SEEDING WITH TACKIFIER MAY BE SUBSTITUTED ON SLOPES STEEPER THAN 3:1 OR ON OTHER AREAS NOT PRACTICAL TO DRILL SEED.
5. *SEEDING RATES MUST BE DOUBLED FOR BROADCAST SEEDING OR INCREASED BY 50% IF USING A BRILLION DRILL OR HYDRO-SEEDING.
6. *BROADCAST SEEDING MUST BE LIGHTLY HAND-RAKED INTO THE SOIL.

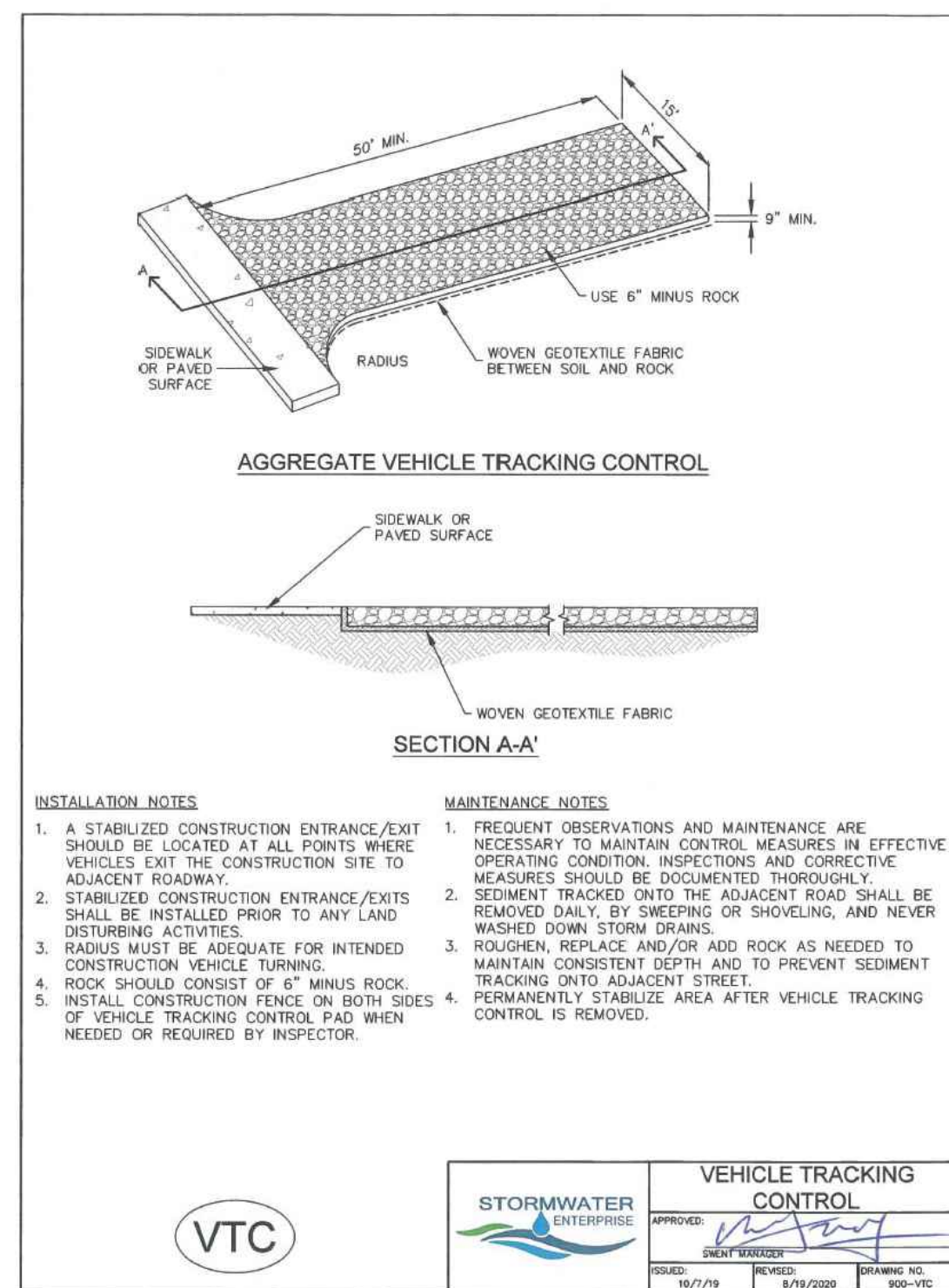
MULCHING

1. MULCHING SHOULD BE COMPLETED AS SOON AS PRACTICABLE AFTER SEEDING, HOWEVER PLANTED AREAS MUST BE MULCHED NO LATER THAN 14 DAYS AFTER PLANTING.
2. MULCHING REQUIREMENTS INCLUDE:
 - *HAY OR STRAW MULCH
 - ONLY CERTIFIED WEED-FREE AND CERTIFIED SEED-FREE MULCH MAY BE USED. MULCH MUST BE APPLIED AT 2 TONS/ACRE AND ADEQUATELY SECURED BY CRIMPING AND/OR TACKIFIER.
 - CRIMPING MUST NOT BE USED ON SLOPES GREATER THAN 3:1 AND MULCH FIBERS MUST BE TUCKED INTO THE SOIL TO A DEPTH OF 3 TO 4 INCHES.
 - TACKIFIER MUST BE USED IN PLACE OF CRIMPING ON SLOPES STEEPER THAN 3:1.
 - *HYDRAULIC MULCHING
 - HYDRAULIC MULCHING IS AN OPTION ON STEEP SLOPES OR WHERE ACCESS IS LIMITED.
 - IF HYDRO-SEEDING IS USED, MULCHING MUST BE APPLIED AS A SEPARATE, SECOND OPERATION.
 - WOOD CELLULOSE FIBERS MIXED WITH WATER MUST BE APPLIED AT A RATE OF 2,000 TO 2,500 POUNDS/ACRE. TACKIFIER MUST BE APPLIED AT A RATE OF 100 POUNDS/ACRE.
 - *EROSION CONTROL BLANKET
 - EROSION CONTROL BLANKET MAY BE USED IN PLACE OF TRADITIONAL MULCHING METHODS.

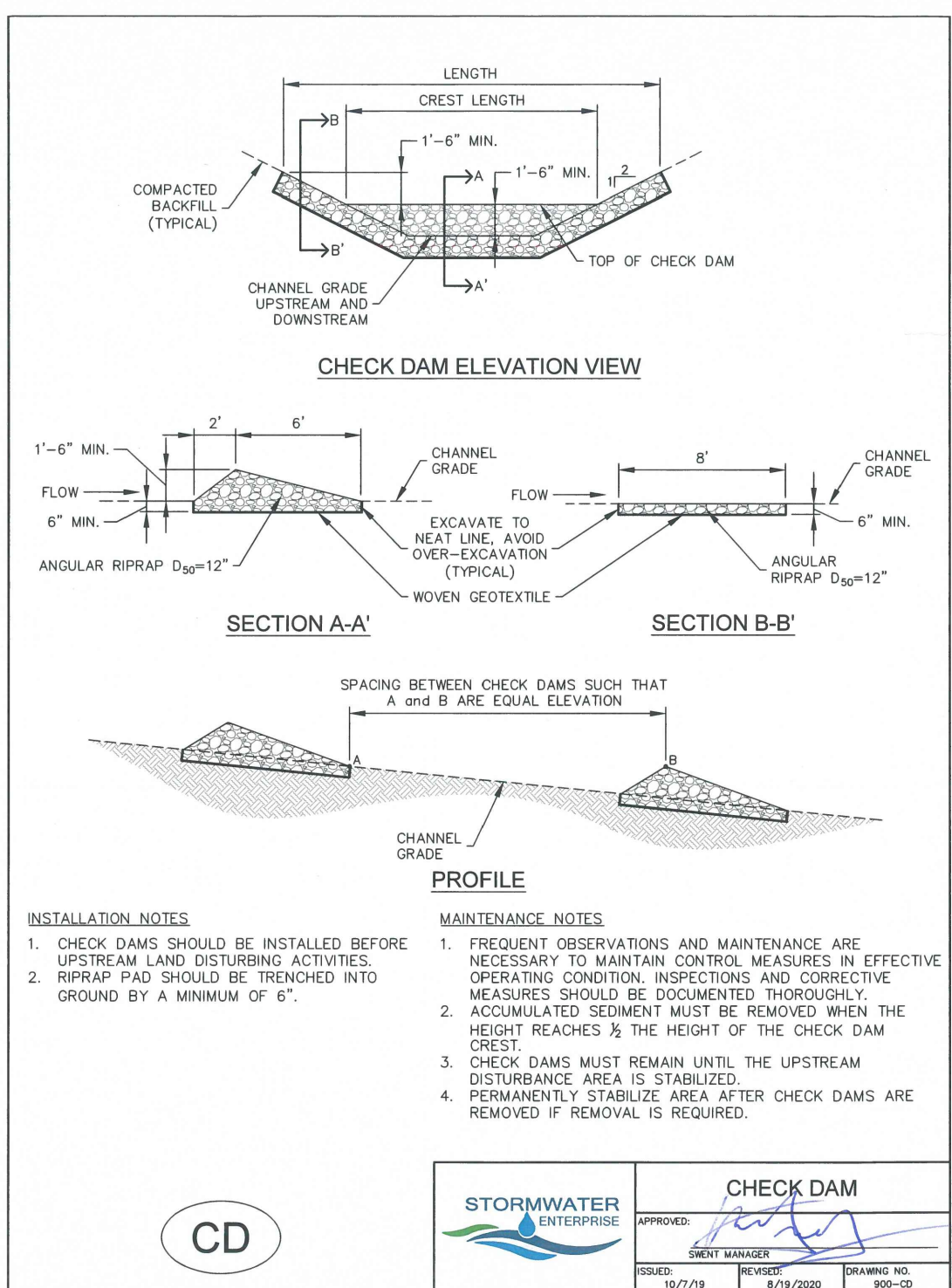
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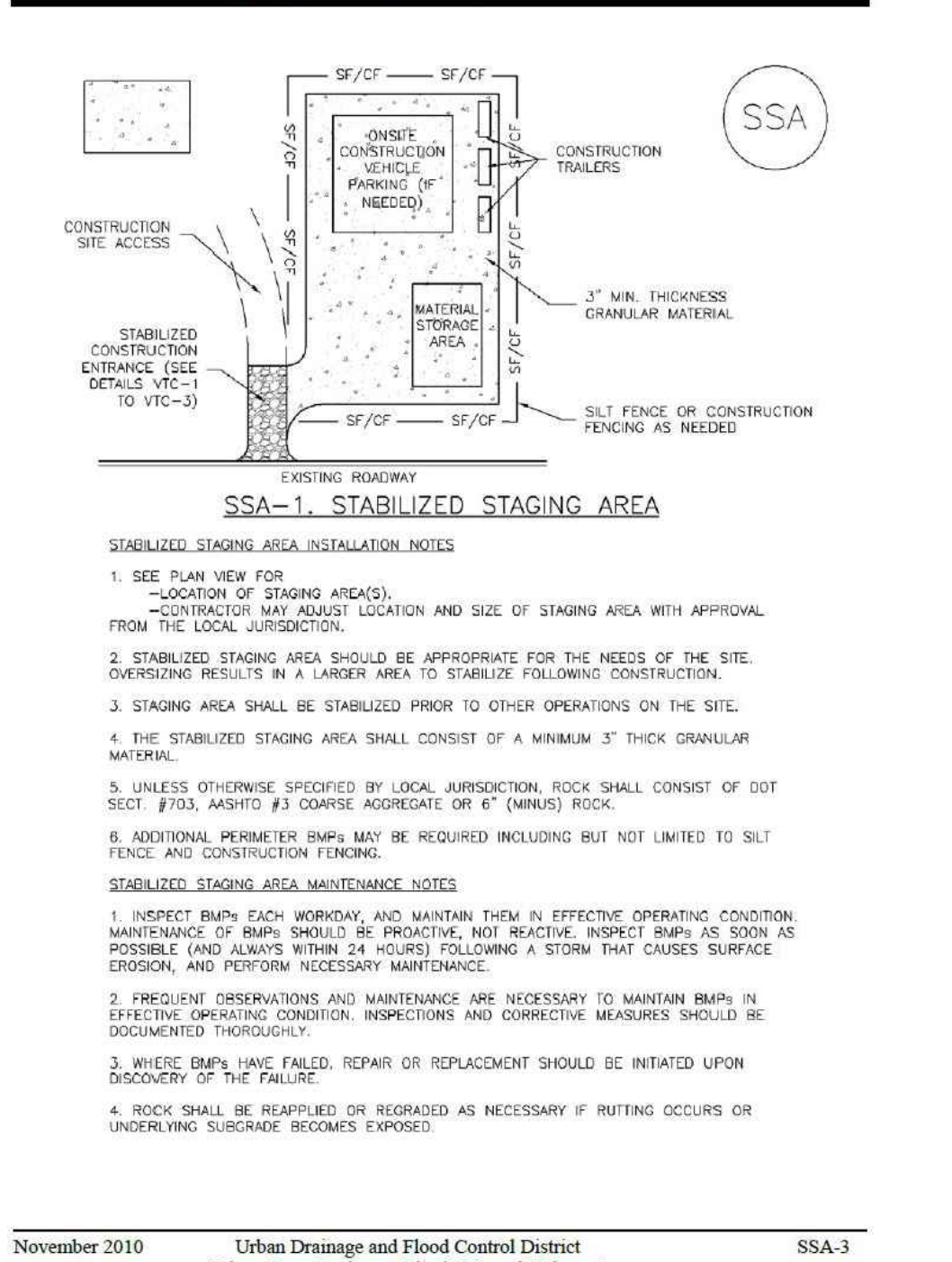
VTC



CD

Stabilized Staging Area (SSA)

SM-6



November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3

SSA-3

SM-6

Stabilized Staging Area (SSA)

STABILIZED STAGING AREA MAINTENANCE NOTES

3. STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING/LOADING OPERATIONS.
5. THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA COVERED WITH TOPSOIL, SEED, AND MULCH, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.

NOTE: MANY MUNICIPALITIES PROHIBIT THE USE OF RECYCLED CONCRETE AS GRANULAR MATERIAL FOR STABILIZED STAGING AREAS DUE TO DIFFICULTIES WITH RE-ESTABLISHMENT OF VEGETATION IN AREAS WHERE RECYCLED CONCRETE WAS PLACED.

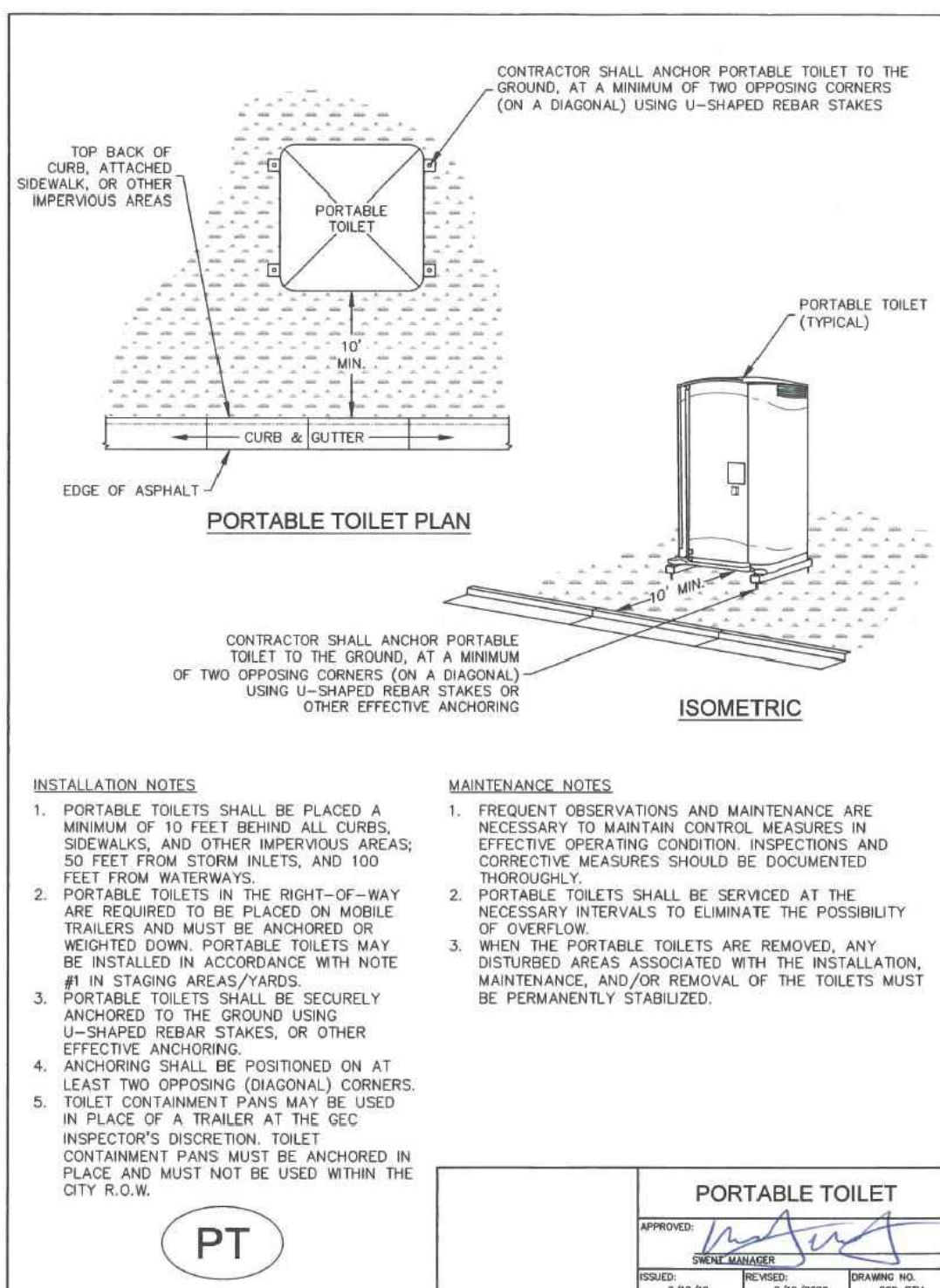
NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO; NOT AVAILABLE IN AUTOCAD)

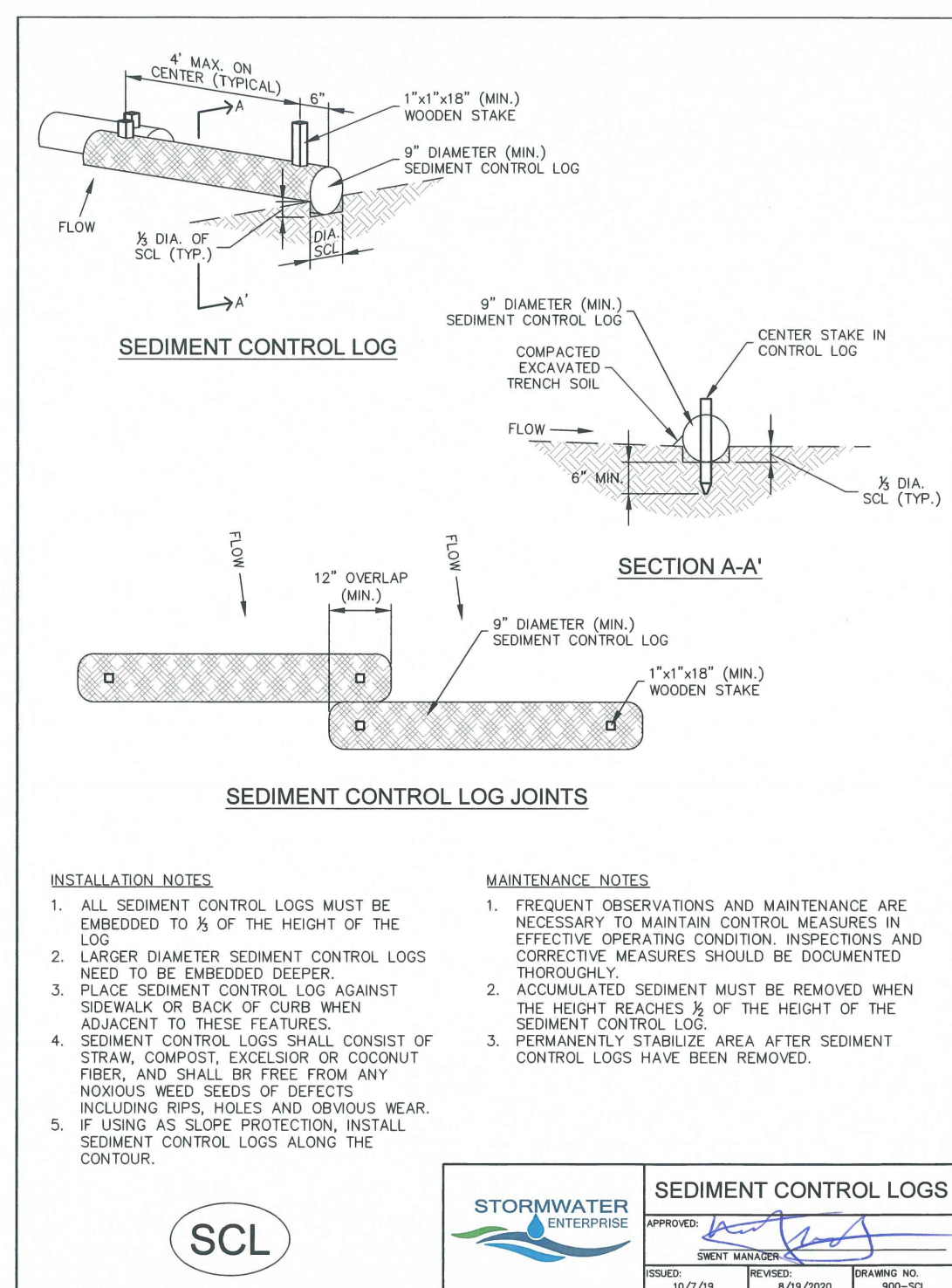
SSA-4

Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3

November 2010



PT

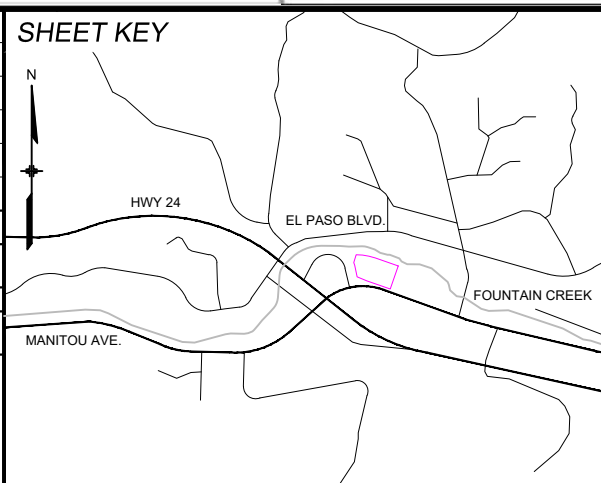


SCL

REFERENCE DRAWINGS

X-Title-GEC

No.	DATE	DESCRIPTION	BY
COMPUTER FILE MANAGEMENT			
FILE NAME: S:\24.1289.003 Dillon Motel Park N Ride\500 CADD\504 Plan Sets\Construction Plans\GEC Plan\ECN01.dwg			
CTB FILE: ---			
PLOT DATE: 2/11/2025 12:36 PM			
THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.			



BASIS OF BEARING

BEARINGS AARE BASED ON THE NORTHEAST LINE OF THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 220201139 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE, MONUMENTED AT THE NORTHWEST END BY A 1 INCH YELLOW PLASTIC CAP STAMPED "UP&E, LS 11624", AND AT THE SOUTHEAST END BY A 1 INCH INCH ALUMINUM CAP STAMPED "D&B&CO, PLS 37913", AND IS ASSUMED TO BEAR SOUTH 71°01'02" EAST, A DISTANCE OF 117.20 FEET.

BENCHMARK

FIMS MONUMENT MU07 IS A 2-INCH DIAMETER ALUMINUM CAP STAMPED "CSU FIMS CONTROL MU07" ON SOUTHEAST CORNER OF STORM SEWER INLET ON NORTH SIDE OF MANITOU AVENUE AT 461 MANITOU AVENUE. ELEVATION WAS ESTABLISHED BY GPS OBSERVATIONS (GEOID 188) AND IS REFERENCED TO NGVD29 ELEVATION = 6,289.77 FEET. COORDINATE SYSTEM: NAD83 COLORADO STATE PLACE, CENTRAL ZONE, US SURVEY FOOT.



SEAL

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
PROJECT No. 24.1289.003

DILLON MOTEL - PARK-N-RIDE

MANITOU SPRINGS, COLORADO GRADING AND EROSION CONTROL PLANS

EROSION CONTROL DETAILS

DESIGNED BY:	KGI	SCALE:		DATE ISSUED:	FEBRUARY 2025	DRAWING No.	
DRAWN BY:	KGI	HORIZ:	N/A				
CHECKED BY:	MDJ	VERT:	N/A	SHEET	6 OF 7	ECN01	

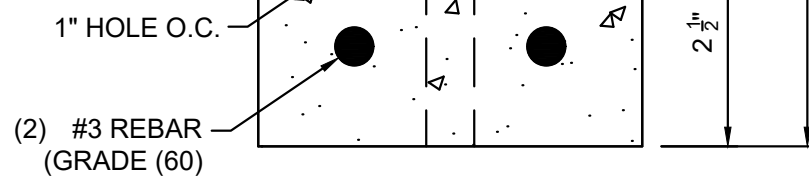


INSTALLATION NOTES

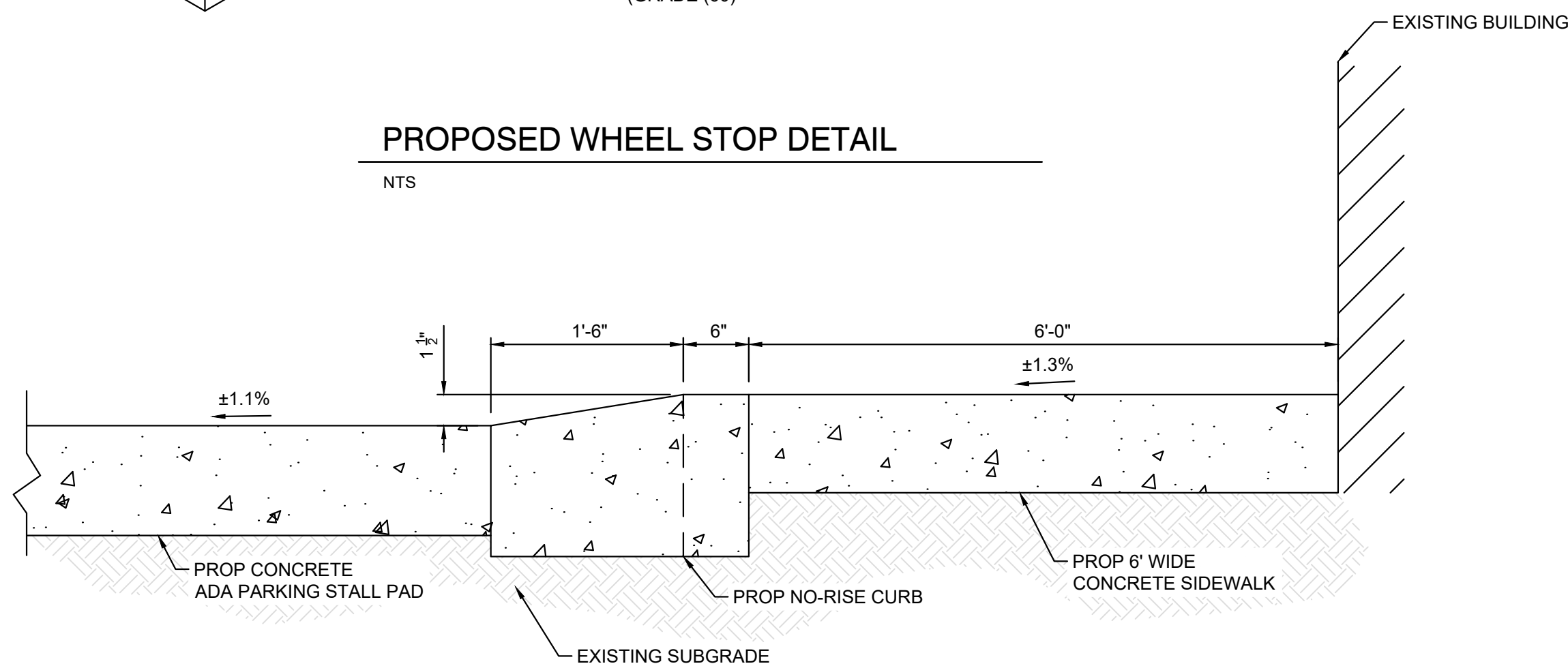
1. SEE PLAN VIEW FOR:
 - LOCATION OF CONCRETE WASHOUT AREA
 - LOCATE AT LEAST 50' AWAY FROM STATE WATER COURSE
 - AN IMPERMEABLE LINER (16 MIL. MINIMUM THICKNESS) IS REQUIRED IF CONCRETE WASH AREA IS LOCATED WITHIN 400' OF STATE HIGHWAY OR OTHER WELLS OR DRINKING WATER SOURCES.
 - DO NOT LOCATE IN AREAS WHERE SHALLOW GROUNDWATER MAY BE PRESENT
 - THE WASH AREA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
2. CONCRETE WASH AREA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8'.
3. BERM SURROUNDING SIDES AND BACK OF CONCRETE WASH AREA SHALL HAVE A MINIMUM HEIGHT OF 2 FEET.
4. CONCRETE WASH AREA ENTRANCE SHALL BE LOCATED 1/2% TOWARD THE CONCRETE WASH AREA.
5. SIGNS SHALL BE PLACED AT THE CONCRETE WASH AREA.
6. USE EXCAVATED MATERIAL FOR PERMETER BERM CONSTRUCTION.

MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE MADE AT THE FOLLOWING FREQUENCIES:
2. THE CONCRETE WASH AREA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS ACCUMULATED IN THE WASH AREA SHALL BE REMOVED WHEN THE MATERIALS HAVE REACHED A DEPTH OF $\frac{3}{4}$ THE HEIGHT OF THE CONCRETE WASH AREA.
3. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
4. THE CONCRETE WASH AREA SHALL REMAIN IN PLACE UNTIL THE CONCRETE FOR THE PROJECT IS PAID OFF.
5. PERMANENTLY STABILIZE AREA AFTER CONCRETE WASH AREA IS REMOVED.



NTS

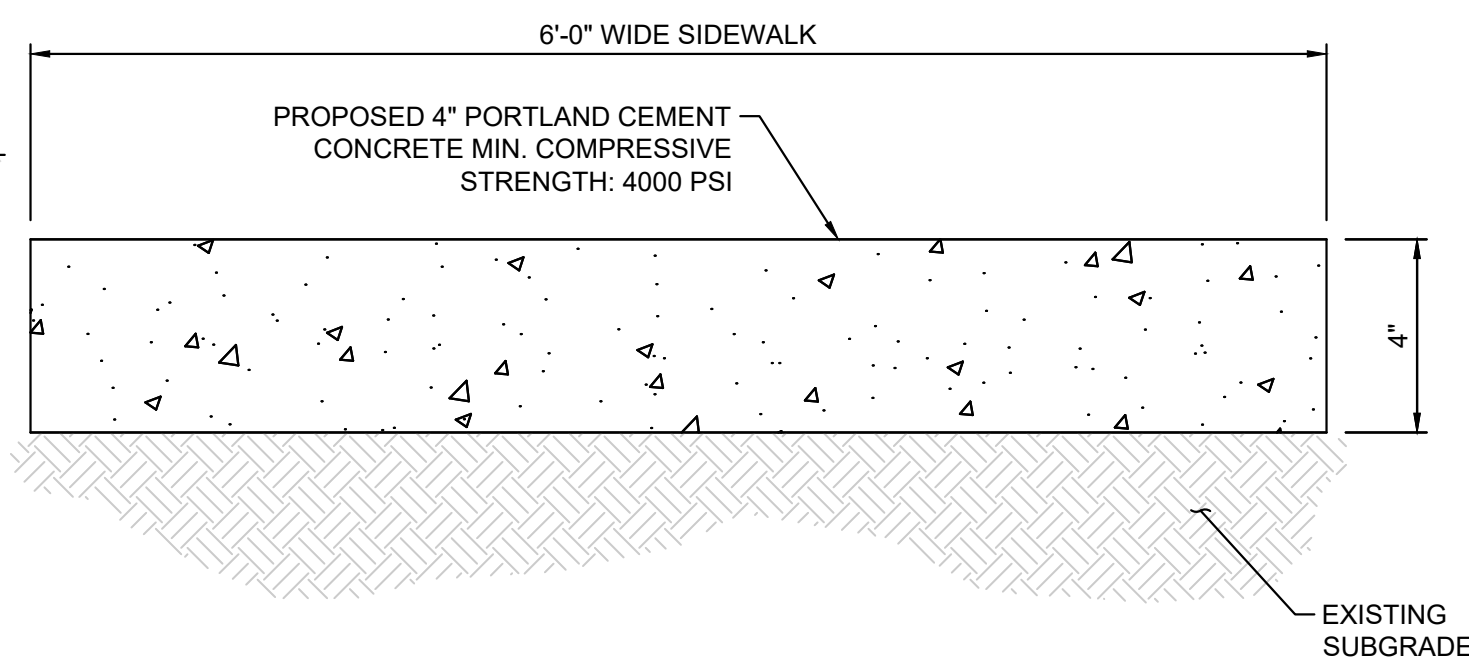


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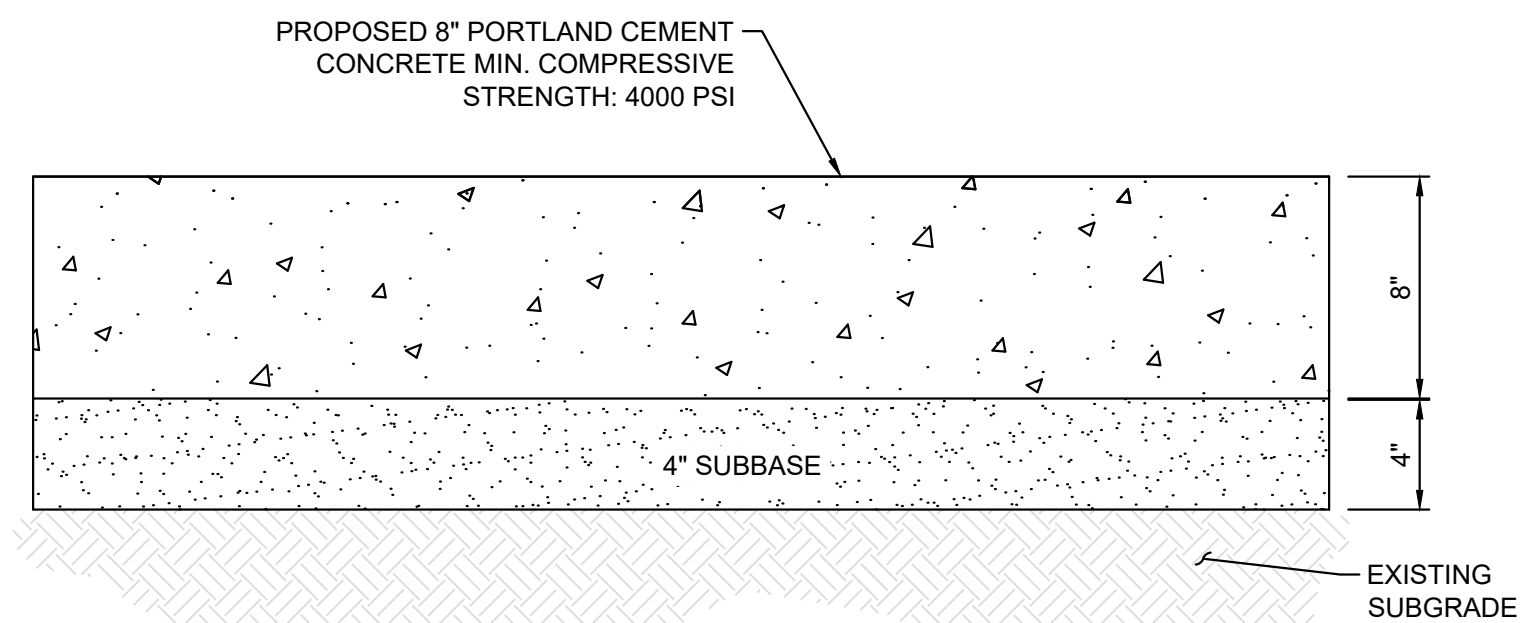


1. ALL WOOD FOR SPLIT RAIL FENCE TO BE PRESSURE TREATED
2. END POST SHALL BE TERMINAL POST

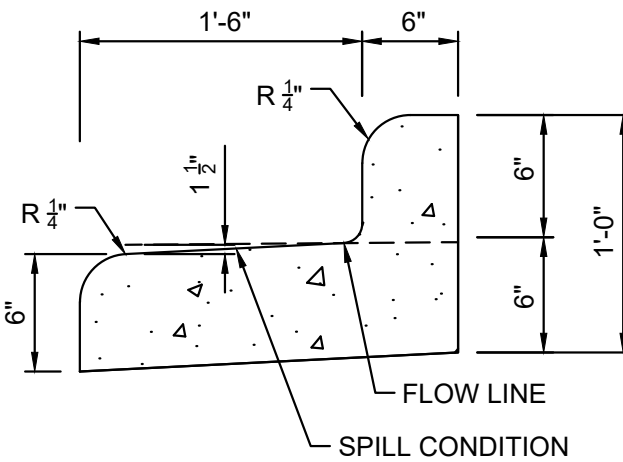
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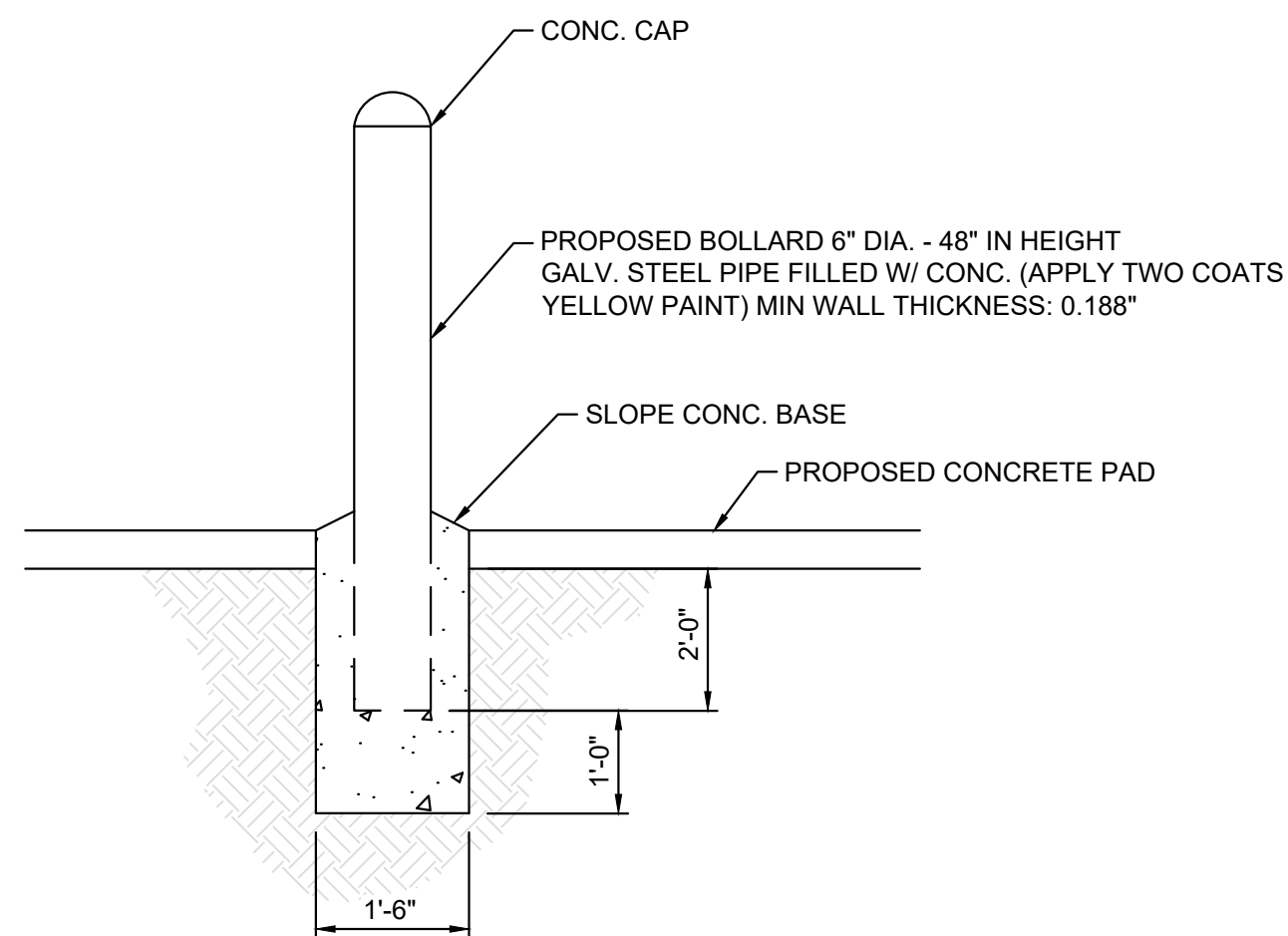
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Tree Protection Zone

DEFINITIONS AND REFERENCE STANDARDS

Tree Protection Zone: The Tree Protection Zone (TPZ) is the area above and below grade around each tree where construction activities are limited or restricted to prevent injury to preserved trees. 1. The Tree Protection Zone shall extend one and one-half foot (1.5') from the base of the trunk for every inch (1") of tree diameter. The diameter of the tree shall be measured at four and one-half feet (4.5') above grade (referred to as diameter breast height). 2. For areas with groups or groupings of trees, if the distance between trees is less than thirty feet (30'), the Tree Protection Zone may be combined and treated as one contiguous Tree Planting Zone to create a more clearly defined and manageable Tree Protection Zone.

The Contractor shall comply with applicable requirements and recommendations of the most current versions of the following standards and guidelines. Where these conflict with other specified requirements, the more restrictive requirements shall govern. 1. ANSI Z133.1: American National Standard for Tree Care Operations. 2. ANSI A300: Tree, Shrub, and Other Woody Plant Management – Standard Practices. 3. Guide for Plant Appraisal – Current Edition: Authored by the Council of Tree and Landscape Appraisers; published by the International Society of Arboriculture.

QUALITY CONTROL

- A. The City Arborist or an approved designee from the City of Manitou Springs Parks and Recreation Department, shall be responsible for ensuring that all construction activities are in compliance with upholding the tree protection zone established onsite for the duration of construction activities.
- B. At its discretions, the City may conduct daily observation of the Contractor's field crews during the critical phases of the project, such as: demolition of existing concrete, root pruning, construction of retaining walls, and construction of new curb or sidewalk in Tree Protection Zones.
- C. Motorized equipment and trailers, including tractors, bobcats, bulldozers, rubber-tired excavators, tracked excavators, trucks, cars, and carts shall not be allowed access within the Tree Protection Zones. Should access be necessary within designated Tree Protection Zones the City Arborist or approved designee shall be notified and shall approve of the access and driving surface prior to its use.
- D. Materials and supplies shall not be stockpiled or stored within the Tree Protection Zone unless otherwise approved by the City Arborist.

EXAMINATION

- A. If it appears any work may cause damage to the branches of a tree, the Contractor shall contact the City Project Manager and the City Arborist. The City Arborist will make the determination as to whether such damage is likely and pruning is necessary.

- B. To prevent or minimize soil compaction, designated routes for equipment and foot traffic by work crews shall be determined prior to commencing construction activities and shall be indicated in the tree protection plan created by the City Arborist.

DEMOLITION

Caution should be used during removal of existing street, curb, gutter, sidewalk, drain inlets, and other concrete and asphalt demolition, to minimize injury to tree root systems. The following procedures should be used when removing existing concrete.

1. Breaking of the existing concrete and asphalt for removal shall be done in a manner that will minimize ground disturbance and vibration.
2. Curbs and sidewalks within designated Tree Protection Zones shall be removed in a manner approved by the City Arborist. When removing existing sidewalks and curbs, care shall be taken to avoid injury to roots located under, over, or adjacent to paved surfaces.
3. Roots and root-trunk flares growing over curbs shall not be injured during breaking of curbs and removal of debris. Wood and bark tissues shall not be injured by equipment.
4. During the removal of concrete, all exposed root systems and soil areas shall not be disturbed.
5. Motorized equipment and trailers, including but not limited to tractors, skid steers, bulldozers, rubber-tired excavators, tracked excavators, trucks, cars, and carts are to be limited to access on the existing paved areas only. Access is not allowed behind the curb within Tree Protection Zones.

CONSTRUCTION

The following procedures shall be used when constructing sidewalks, curbs, concrete, asphalt paving, and drainage inlets.

1. Keep all materials and equipment within the street bounded by existing curbs.
2. Construct new sidewalks on, or above, the existing grade instead of excavating into root zones. The new grade shall not interfere with sheet-flow drainage.
3. Protect exposed roots from contamination by stabilization materials and concrete.
4. Locate concrete washouts away from Tree Protection Zones. Washout runoff shall be strictly contained within the washout area and shall not flow into Tree Protection Zones or proposed new planting areas.
5. When excavating for the construction of inlets, excavated soil shall be deposited in trucks and hauled off or deposited temporarily on three quarter inch (3/4") thick plywood outside the Tree Protection Zones. Excavated and fill soil shall not be deposited, even temporarily, on unprotected natural grade.
6. After proper root-pruning, as needed, cover exposed roots within thirty (30) minutes to minimize desiccation. Roots may be covered with soil, mulch, or moistened burlap (7 ounce or equivalent), and shall be kept moist until the final grade is established.

INJURIES TO EXISTING TREES - DAMAGE PENALTIES

- A. Any trees designated as requiring retention or protection that are partially injured or lost due to Contractor neglect or improper construction activities will result in a penalty as determined by the City Arborist, up to 25% of tree value for minor damage, up to 50% of tree value for major damage, and 100% of tree value for damage resulting in loss of tree.
 - A. Minor damage consists of but is not limited to, loss of tree limbs, damage to trunk of tree to the extent of minor scratches or bark damage, or wounds that are less than one square foot in size etc.
 - B. Major damage consists of but is not limited to, wounds that are more than one square foot in size, damage to 20% or more of the root system, soil compaction around critical root zone or a combined damage that could lead to a likelihood of failure.
- B. Tree Appraisal: All trees that are damaged during construction will be evaluated and appraised by the City Arborist.
 - A. Documentation for appraisals will consist of:
 - 1. Measurement of plant size.
 - 2. Identification by common and botanical names.
 - 3. Current condition (overall health, injuries, overt hazard status, etc.).
 - 4. Location factors as described in the most current addition of "Guide for Plant Appraisal".
 - 5. Photographs may be taken of certain trees and shrubs to document debilitating condition factors.
- C. Fines: A fine of five-hundred dollars (\$500.00) will be levied against the Contractor for each incident of construction damage, including construction traffic within designated Tree Protection Zones. This fine shall be independent of any applicable damage penalty for the appraised value of the tree.



City of Manitou Springs - Dillon Mobility Hub Phase 1 Lot Construction - Clarifications Log

Item No.	Drawing/ Spec Reference	Contractor Questions
1		Will you be requiring a bid bond for this project?
	Response:	Yes; the selected/awarded Contractor will be required to obtain a performance bond to cover 100% of the project contract amount and 50% payment bond.
2		By what date will the notice to proceed be issued? If there are delays in issuing the contract which are out of the control of the contractor, will there be an extension to the final date of completion?
	Response:	The City requires the contract to be finalized by Wednesday, March 12, 2025, which will serve as the Notice to Proceed. The contracts to be used will be the AIA A101 Agreement and AIA A201 General Conditions to the Agreement. The A201 has a provision for Delays and Extensions of time (paragraph 8.3.1) which does state that time can be extended if no fault of the Contractor.
3		I was unable to locate liquidated damages in the bid documents. Are there any for this project?
	Response:	Located in 'Instructions to Bidder' #20. Liquidated damages clause will also be included in the AIA A101 Agreement; as noted in the RFB document, there will be a 14 day grace period after Substantial Completion before those are applied.
4		Is there water available on site?
	Response:	The existing buildings have water service that is currently shut off but can be turned on by the City.
5		Is there maintenance for any part of this project?
	Response:	No - The City will be maintaining the site once open
6		Do you have a budget for this project? If so, how much is it?
	Response:	N/A
7	Instructions to Bidders - Note 14	This item states "No Bid shall include federal excise taxes or state or local sales or use taxes." Please confirm this is only applicable to Building Materials to become a permanent part of construction and the Contractor will still have tax obligations on consumables, rental equipment etc.
	Response:	Confirmed, tax exemption only applies to materials becoming permanent part of construction. All other taxes will be required.
8		Is it the City's intent to award separate Contracts for the Temporary Parking Lot construction and the Building Renovations construction released earlier in the week?
	Response:	The City is open to hiring separate contractors but will require cooperation from both contractors to outline a coordination plan to avoid conflicts during concurrent construction.
9		Can you please call out the areas that will require clearing and grubbing?
	Response:	Generally, the limits of disturbance will be the area specified for clearing and grubbing
10		Would you like an alternative for any arborist services on the existing trees?
	Response:	No, thank you
11		Do you have a required material for the wheel stops? I.E. concrete, rubber, or plastic?



City of Manitou Springs - Dillon Mobility Hub Phase 1 Lot Construction - Clarifications Log

Item No.	Drawing/ Spec Reference	Contractor Questions
	Response:	Concrete would be ideal, please see detail in revised plans
12		Will the existing wood fence between the two lots remain in place or need to be demolished? If demolished, where would you like that to go on the bid tabs?
	Response:	It is proposed to be demoed. We revised the bid tab and plans to reflect this
13	General Scope of Services - 1c	Can you clarify what the "Unclassified Excavation" item on the bid tabs is?
	Response:	Unclassified excavation is any disposal/ cut
14		Can you please confirm the required bollard height?
	Response:	yes, 48". See detail that has been provided on the plans
15		Can you please describe what material is the "4" Subbase Course?"
	Response:	Class 6 aggregate
16		The bid documents call for both irrigation sleeving and electrical sleeving. Can you please confirm the diameter and LF of each? Where would you like these to be listed on the bid tabs?
	Response:	Please see question #30 for electrical sleeving. For irrigation, please assume 1" line is needed for existing trees.
17		Will the existing silt fence need to be demolished or remain in place? If it is to remain, will the contractor be responsible for maintaining it? If it is to remain, will it replace the one on the plans?
	Response:	Plans have been revised to show silt fence that is to remain and where new silt fence is needed
18		For the blocks in the wall, we can price saving them or disposing them. Can you please confirm that you would like to save the blocks if possible?
	Response:	Please save the blocks and store on site for future use
19		Will the curb around the block wall remain or need to be demolished? Same for the aggregate around the block wall?
	Response:	For now, it can remain. It is not a concern if it is removed though
20		Can you please confirm that the railroad ties will remain.
	Response:	They will not
21		Per the 01/21/25 Pre-Bid Meeting please confirm the existing chain-link fencing currently installed at the site will remain and can be utilized throughout the construction of the temporary parking lot. Can we assume this existing chain-link fence will be removed by the city? Or will the contractor need to transport or dispose of it at the end of the project?
	Response:	The chain link fence will be removed by the City
22		Is there existing "temporary" electricity on site already or will the Contractor need to provide this if needed?
	Response:	There is electricity in the existing buildings but no temp. Please provide a separate allowance for this to be contractor provided.



City of Manitou Springs - Dillon Mobility Hub Phase 1 Lot Construction - Clarifications Log

Item No.	Drawing/ Spec Reference	Contractor Questions
23		Per the 01/21/25 Pre-Bid Meeting please confirm tree protection will be required for ten (10) existing trees located in Lot 134. Additionally, please provide the necessary Tree Protection Details and Requirements.
	Response:	The proposed split rail fence is to protect the trees - Contractor is to not damage these trees in any way during construction. Please see Exhibit 1 for further clarification on Tree Protection Requirements. Exhibit 1 will be part of the contract agreement.
24		Per the 01/21/25 Pre-Bid Meeting please confirm the existing tree (tree #11) located in Lot 142 will be removed by the City prior to construction starting. Please clarify the extents of this removal; will the stump and root system remain for the contractor to deal with during clear & grub and grading of the lot?
	Response:	Confirmed, the City will remove the tree
25	General Scope of Services - 1b	This item references Embankments - there doesn't appear to be any embankments within the Limits of Disturbance/Construction Site Boundary shown on the drawings. Are embankments to be included in this Scope? If so, please provide the necessary information to complete this work.
	Response:	Embankment includes any fills where the grades come up
26	General Scope of Services - 1e	This item references the demolition of the 4' Brick Wall along Manitou Ave. Per the 01/21/25 Pre-Bid Meeting on site, please confirm the City wants to salvage as much of the CMU as possible so it can be used to fill in the openings on the existing buildings in the future. Can we assume the salvaged material can be stored on site or will it need to be transported to another location?
	Response:	Confirmed, please anticipate it being stored on site
27	General Scope of Services - 2c	This item indicates 8" thick concrete at the ADA parking with a 4" subbase on compacted subgrade, however, the Proposed Concrete ADA Parking Stall Section detail on ECN02 indicates a 6" thick concrete over existing subbase. Please clarify what thickness is desired and if a 4" subbase is required.
	Response:	Refer to revised plans, ADA stalls will be 8" concrete with a 4" subbase; and proposed sidewalk will be 4" concrete over existing subgrade.
28	General Scope of Services - 5	This references multiple Erosion & Sediment Control Items to be included, however, many of these measures are already in place (i.e. silt fence, VCT, check dams, sediment control logs etc.). Will these existing erosion & sediment controls remain during the construction of the parking lot? If so, who will be responsible for the maintenance of these erosion & sediment controls? Additionally, who will be responsible for removing all of the erosion & sediment controls?
	Response:	Silt Fence to stay has been specified on the plans and where new silt fence will need to go. The VTC on site is from the previous contractor and will be removed prior to construction. The contractor is responsible for all maintenance of erosion & sediment control measures during construction and the removal once construction is complete
29	General Scope of Services - 6d	This item indicates Ornamental Light Standards and Luminaries and references electrical details. There are not any Electrical Drawings or Details included. Please provide the Electrical Drawings & Details or provide sufficient information to complete this scope of work.
	Response:	The City will include an allowance for this work until further details can be worked out. Please note this as "by Owner" at this time.
30	General Scope of Services - 6e	This item indicates Rigid 3" Conduit and references electrical details. There are not any Electrical Drawings or Details included. Please provide the Electrical Drawings & Details or provide sufficient information to complete this scope of work (i.e. location, quantity etc.)



City of Manitou Springs - Dillon Mobility Hub Phase 1 Lot Construction - Clarifications Log

Item No.	Drawing/ Spec Reference	Contractor Questions
	Response:	Please provide an estimate to account for 500' linear feet.
31	General Scope of Services - 6f	This item indicates a Lighting Controls Allowance. Is there any additional information on the lighting required or parameters on how the Lighting Controls should function? If not, is there an Allowance value all bidders should carry?
	Response:	Please include an allowance that would control 8-12 outdoor light poles/fixtures. Controls would need to provide daylight sensors and timers.
32	General Scope of Services - 8a	This item indicates adequate conduit sleeves for electrical components shall be run from the Restroom Building to the dirt lot. In the 01/21/25 Pre-Bid Meeting it was suggested that these conduits run into the Storage Room on the South side of the Restroom Building. Please confirm this is the location where the electrical conduit sleeves will run. How far into the Storage Room should the sleeves extend? How far into the dirt lot should the sleeves extend? How many and what size sleeves are required, as no Electrical Drawings, Details or information has been provided? What type of foundations does the Restroom Building have(this is needed to understand the amount of excavation require to install the sleeves)? Are there any other electrical/communication sleeves required to be installed prior to the concrete curb and sidewalk scopes being completed(i.e. for the other existing building or the site)?
	Response:	See question 30 for site conduit. Re: Restroom Building, please assume conduit will be pulled from mechanical room into storage room on south side of building. Conduit run will be approximately 20'; assume 2" sleeves for storage room conduit. Please provide this as a separate line item in the bid as this may ultimately be handled under the Phase 2 Bathroom project.
33	General Scope of Services - 8b	Item #8b. of the General Scope of Services indicates the installation of five (5) 14'-21' galvanized pipe poles for security and/or lighting components. Are these pipe poles being furnished by the City and installed by the Contractor? If not, more information is needed to fabricate these pipe poles. What diameter do they need to be? What length is needed for each location? Additionally, is a foundation required for these pipe poles(please provide the details)? How are the pipe poles to be attached?
	Response:	Please assume the light fixtures will be provided by the City or Colorado Springs Utility. The foundation for the poles will be by Contractor and should be assumed to be 2'x2' with 3' depth.
34	General Scope of Services - 9a	This item indicates adequate conduit sleeves for water lines for irrigation shall be run from the Restroom Building to the middle of Lot 134 Manitou Ave. In the 01/21/25 Pre-Bid Meeting it was suggested that these conduits run into the Storage Room on the South side of the Restroom Building. Please confirm this is the location where the irrigation conduit sleeves will run. How far into the Storage Room should the sleeves extend? Can we assume 100' from the Restroom Building into Lot 134 is a sufficient length? How many and what size sleeves are required, as no Irrigation Drawings, Details or information has been provided? What type of foundations does the Restroom Building have(this is needed to understand the amount of excavation require to install the sleeves)? Are there any other irrigation sleeves required to be installed prior to the concrete curb and sidewalk scopes being completed?
	Response:	Reference question 16
35	General Scope of Services - 10a	This item indicates the demolition and removal of the existing 3' high brick wall adjacent to Manitou Avenue between the two existing ingress/egress points in from of 134 Manitou Avenue. Is this different from the 4' brick wall addressed in Item #1e.?
	Response:	This callout is specifying the same. It should be 4'



City of Manitou Springs - Dillon Mobility Hub Phase 1 Lot Construction - Clarifications Log

Item No.	Drawing/ Spec Reference	Contractor Questions
36	General Scope of Services - 12	This item indicates Construction Quality Control & Testing is by the Contractor. Please provide the Geotechnical/Soils report for the site so compaction and soils testing requirements can be priced. If a Geotechnical/Soils report is not available, sufficient information regarding acceptable soils for infill and subgrade, lift requirements, compaction requirements, etc. will be required to price this testing.
	Response:	The City of Manitou Springs will provide QC for testing on this project. This has been taken out of the RFB to bid on
37	Sheet GEC02 - General Note 7	General Note #7 on GEC02 references a Landscape Plan. Please provide the referenced Landscape Plan or provide more specifics on the re-seeding/landscaping requirements.
	Response:	Re-seeding will be where there is minor grading around the site
38	General Scope of Services - 2c	This item indicates 8" thick concrete at the ADA parking with a 4" this subbase on compacted subgrade, however, the Proposed Concrete ADA Parking Stall Section detail on ECN02 indicates a 6" thick concrete over existing subbase. Please clarify what thickness is desired and if a 4" subbase is required.
	Response:	Same answer as #27 response
39	Sheet ECN02	The drawings indicate a wood split rail fence be installed throughout the site, however, the Proposed Split Wood Fence detail on ECN02 states all wood for split rail fence to be pressure treated. The wood on a split rail fence cannot be pressure treated. Is the desire to have a post and dowel type fence which can be pressure treated? Or should this be a true split rail fence?
	Response:	Please use pressure treated wood. A post and dowel type fence, or similar, is acceptable.
40		Is the existing 6" wood fence between Lots 134 and 142 to be demolished and removed?
	Response:	Same answer as #12 response
41		Please confirm the existing "Dillon Motel" Sign is to remain and will not require any electricity.
	Response:	Confirmed



CITY OF MANITOU SPRINGS

ADDENDUM FORM

RFB 2025-001

ADDENDUM NUMBER: 3 DATE: February 18th, 2025

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of the Addendum for the RFB 2025-001 Dillon Mobility Hub Interim Lot, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidder's acceptance of the conditions herein set forth. This Addendum shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in the rejection of the Bid.

1.02 The addendum includes the following revisions:

1. RFB Submittal Deadline is Friday, February 21st, 2025, at 5:00 PM
2. Clarifications Log (responses to questions) has 41 Questions/Answers, 5 pages total

1.03 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this 21ST day of 20 25.

SILVERBACK EXCAVATION

Name of Bidder

DAVID KARST

Authorized Officer

CFO

Title

END OF ADDENDUM



CITY OF MANITOU SPRINGS

Request for Bids

Dillon Mobility Hub Interim Lot

RFB NUMBER: 2025-001

Bid Submittal Deadline – Friday, February 21st, 2025, 5:00 PM
Contact Person – Sarah Lara at Sarah.Lara@ArtaicGroup.com

The City of Manitou Springs is accepting bids for construction of the Dillon Mobility Hub interim parking lot located at 132-142 Manitou Avenue. See General Scope of Services Section and attachments for further details.

- Publication date: **Thursday, January 9th, 2025**
- Pre-bid meeting to be held on **Tuesday, January 21st, 2025, at 3:00 PM at 134 Manitou Avenue, Manitou Springs, CO 80829**
- Deadline to present questions deadline is **Wednesday, January 29th, 2025, at 3:00 PM.**
 - Questions are to be addressed to the contact person
- Final Addendum (responses to questions) to be published on **Friday, February 14th, 2025**
- Bid shall be submitted to the contact person electronically no later than the Submittal Deadline
 - There will not be a public bid opening
- Notice of Award will be **Tuesday, March 4th, 2025**
- The Selected Contractor will be required to obtain a performance bond to cover 100% of the project contract amount and 50% payment bond
- This project is **not** subject to Davis Bacon Wages
- The City of Manitou Springs requires the project to be completed by June 1st, 2025, failure to do so will trigger liquidated damages

The bid shall have an Anticipated Scope of Services that includes the following:

1. The Contractor will provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time
2. Quantities are for informational use only – This contract is to be awarded as a lump sum contract
3. The Contractor shall follow all standard notes and details stated on the Dillon Motel – Park N Ride Preliminary & Interim Grading & Erosion Control Plans
4. The Contractor is responsible for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project

5. All construction waste shall be disposed of by the Contractor
6. The Contractor is responsible for damages, inside or outside the project area
7. The Contractor is responsible for their own confined space, roadway, and trenching safety procedures
8. No work shall be done between the hours of 5:30 PM and 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in case of an emergency
9. If the project requires street closure – partial or otherwise, the Contractor shall provide all necessary traffic control. All traffic control personnel must at a minimum carry the current CDOT Flagger Certification. A Traffic Control Plan must be submitted to and approved by City staff at the pre-construction meeting. The pre-construction is to be scheduled for accepting the contract.
10. It is anticipated that no existing utilities will need to be relocated and there are no proposed utilities
11. The Contractor shall stay within the limits of disturbance depicted in the Dillon Motel – Park N Ride Preliminary & Interim Grading & Erosion Control Plans
12. Below is the Anticipated General Scope of Services for this project:

GENERAL SCOPE OF SERVICES

Overview: The construction of the Dillon Mobility Hub Interim Lot will provide essential parking and accessibility improvements to serve the community's immediate needs. The project involves site preparation, grading, installation of infrastructure, and implementation of temporary and permanent features. The work of the Project is defined by the Dillon Motel – Park N Ride Preliminary & Interim Grading & Erosion Control Plans provided in Exhibit A and containing the following components:

1. Demolition & Excavation:

- a. Site Clearing & Grubbing
- b. Embankment - Material shall consist of approved material acquired from excavations and placed in embankments. Embankment material will be measured in its final compacted position.
- c. Unclassified Excavation – Shall consist of the excavation of all material of whatever character required for the work, obtained within the site including surface boulders and excavations for placement of improvements.
- d. Removal of Existing Asphalt & Disposal
- e. Demolition of 4' Brick Wall Along Manitou Ave – this includes disposal of demolished material and backfilling to match existing grade

2. Pavement & Sidewalk

- a. Millings Placement – Placement of 4" thickness milling material. Max size of millings to be no greater than 3" (Chunks) compacted to be used as a drivable surface. A compaction report is required
- b. 4" Concrete Sidewalk – Minimum compressive strength: 4000 PSI. See detail for reference
- c. 8" Concrete Parking – Minimum compressive strength: 4000 PSI, 4" subbase with a compacted subgrade. See detail for reference

3. Curb & Gutter:

- a. 6" Concrete Vertical Curb. See detail for reference
- b. Traversable Sloped Concrete Curb. See detail for reference

4. Signage & Striping:

- a. White Pavement Stripes – 4" wide white epoxy striping
- b. Embedded Detectable Warning Unit – 2'x5' surface mounted ADA warning pad with raised truncated domes (Must be ADA compliant)
- c. Pedestrian Crossing Area – 4" wide white epoxy striping
- d. ADA Parking Stall Sign – Per MUTCD R7-8 sign
- e. ADA Van Accessible Sign – Per MUTCD R7-8P sign
- f. ADA Handicap Parking Symbol – White epoxy striping
- g. Sign Post – U-Channel heavy duty galvanized steel (or equal) that meets MUTCD standards

5. Erosion & Sediment Control:

- a. Vehicle Tracking Control – See detail for reference
- b. Silt Fence – See detail for reference
- c. Concrete Washout - See detail for reference
- d. Sediment Control Logs - See detail for reference
- e. Check Dams - See detail for reference
- f. Seeding & Mulching – See detail for reference

6. Site Programs:

- a. Installation of wheel stops - See detail for reference
- b. Installation of split wood fencing - See detail for reference
- c. Bollards - See detail for reference
- d. Ornamental Light Standards and Luminaries - See electrical detail for reference
- e. Rigid 3" Conduit - See electrical detail for reference
- f. Lighting Control Allowance

7. General

- a. Mobilization
- b. Construction Surveying
- c. Traffic Control Measures – Includes implementing traffic controls, flagging, signage, inspections, setup/ tear down, MHT and any permits required

Additional scope components not included in the GEC plans:

8. Electrical components:

- a. Installation of adequate conduit for electrical components starting at the Restroom Building (located on lot 132 Manitou Avenue) to dirt portion of the lot 134 Manitou Avenue to allow for the installation of site electrical at a future date. This work will need to be done prior to the concrete and curb work for the ADA parking spaces.
- b. Installation of galvanized pipe pole(s) for security and/or lighting components (5 Each).

9. Compliance and Coordination: All work will adhere to the City of Manitou Springs' grading, erosion control, and stormwater quality control standards. The contractor will coordinate utility relocations and field adjustments as needed. Regular site inspections and quality control measures will ensure compliance with approved plans and specifications.

10. Construction Quality Control/Testing:

The City of Manitou Springs will provide and schedule QC for this project. It is on the contractor to decide if they want to have testing on their side as a side-by-side comparison. Tests to be performed but are not limited to:

- a. Compaction Testing
- b. Soil testing
- c. Concrete testing

11. Site Clean-up and Final Inspection

- a. Post-construction cleaning and removal of all excess materials, debris and equipment.

12. Project Schedule: The Contractor will provide a written schedule for the work to be included in bid package including a timeline that adheres to the completion before June 1st, 2025.

13. Project Bid: Provide estimated costs for the project using the itemized "Bid Tabulation Sheet" in Exhibit B.

INSTRUCTIONS TO BIDDERS

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder to provide the work specified in the Request for Bids for the compensation specified.
2. Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.

3. It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the City of Manitou Springs possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date.
4. If a mistake is made or discovered during or after the Bid review, the City of Manitou Springs reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City of Manitou Springs, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, and the contract and attached documents (the "Contract Documents"). Bidders shall notify the City immediately of any errors or omissions that are encountered.
5. Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall dictate. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall dictate.
6. The City of Manitou Springs shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The City of Manitou Springs is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
8. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
9. The following information shall be submitted with the Bid:
 - a. The names and resumes of staff personnel who will be assigned to the work.
 - b. A complete proposed scope of work, cost and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submitting the Bid.
 - c. The names and addresses of any subcontractors who will be retained for

the work.

- d. A list of the Bidder's previous experience on similar projects.
10. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the contract, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.
 11. The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The City of Manitou Springs reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City of Manitou Springs does not base its award on prices alone. Also to be considered are quality of product; previous experience with Bidder or any subcontractors, consultants, products or suppliers; qualifications of Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
 12. The City of Manitou Springs reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City of Manitou Springs that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
 13. The City of Manitou Springs reserves the right, if it deems such action to be in its best interests, to reject all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the City of Manitou Springs further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
 14. No Bid shall include federal excise taxes or state or local sales or use taxes.
 15. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract in result of submission of a Bid, Colorado State law shall govern any such claim, suit, or demand and the rights and duties of the parties.

16. All parts not specifically mentioned which are necessary to provide a complete unit shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.
17. Bids shall be in accordance with the specifications contained in the Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
18. Each Bid shall include a statement of standard warranty of the manufacturer.
19. Any Bid received as the result of this request is prepared at the Bidder's expense and becomes City property and is therefore a public record upon opening by the City. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.
20. Failure to complete work on time will result in a daily charge made against the Contractor for each calendar day, including free time, that any work remains uncompleted after the elapse of contract time. This daily charge will be deducted from any money due to the Contractor. This deduction will not be considered a penalty, but as liquidated damages.

As it will be extremely difficult to estimate the damages, including, but not limited to, indirect and consequential damages, the schedule of liquidated damages set forth below is an amount, agreed to by the Contractor and the City of Manitou Springs, as reasonable compensation to the City of Manitou Springs if the Contractor fails to complete performance within fourteen (14) calendar days of the contract time of the stated completion date of June 1, 2025.

Original Contract Amount	Liquidated Damages per Calendar Day (\$)
0 - \$1,000,000	\$500
\$1,000,000 – \$2,000,000	\$750
\$2,000,000 – \$4,000,000	\$1,000
\$4,000,000 – \$7,000,000	\$1,500
\$7,000,000 – \$10,000,000	\$2,000
Above \$10,000,000	\$2,500

Permitting the Contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the City of Manitou Springs rights under the Contract.

Deduction assessed as liquidated damages under this subsection shall not relieve the Contractor from Liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work according to contract times.

The City of Manitou Springs is an Equal Opportunity Employer, and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment for this position.



Scope of Work & Clarifications UPDATED 3.14.25

Dillon Mobility Hub Interim Lot – City of Manitou Springs, CO

General Scope of Services

Silverback Excavation will provide comprehensive site preparation, demolition, grading, and installation services to support the development of the Dillon Mobility Hub Interim Lot. Our scope of work is aligned with the project requirements outlined by the City of Manitou Springs and includes the following key activities:

1. Site Clearing & Demolition

- Clear and grub the site, including vegetation and debris removal.
- Remove and dispose of **1,722 square yards** of existing asphalt.
- Demolish and remove a **4-foot-tall brick wall (60 linear feet)**, ensuring that salvageable bricks are staged on-site for future use by the ownership.
- Demolish and dispose of an **existing 47-linear-foot wooden fence**.

2. Earthwork & Grading

- Perform **700 cubic yards of excavation and site soil reworking** for proper site balance.
- Remove and dispose of up to **96 cubic yards** of unusable spoils.
- Import and place **530 cubic yards of recycled asphalt millings** for drivable surface.
- Install and compact **29 cubic yards of Class 6 road base (4-inch thick)**.
- Grade subgrade and prepare for curb and sidewalk installation.

3. Concrete & Hardscape Installation

- Install **10 cubic yards of 4-inch-thick concrete sidewalk**.
- Construct **39 cubic yards of 8-inch-thick ADA-compliant parking areas**, including appropriate subgrade preparation.
- Pour and shape **70 linear feet of traversable sloped curbs** and **50 linear feet of vertical concrete curbs**.

4. Pavement Striping & ADA Compliance

- Apply **124 linear feet of 4-inch-wide white pavement striping**.
- Install **12 square yards of embedded detectable warning units**.
- Stripe **530 square yards** of pedestrian crossing markings.

- Designate and mark **four (4) ADA-compliant parking stalls**, complete with van-accessible signage and pavement symbols.

5. Erosion & Sediment Control

- Establish a **vehicle tracking pad** at the project entrance.
- Install up to **500 linear feet of silt fencing** for sediment containment.
- Provide and maintain a **designated concrete washout area**.
- Install **up to 45 linear feet of sediment control logs**.
- Conduct **final seeding and mulching over 450 square yards** to stabilize the site.
- The City currently has a Colorado Discharge Permit for Stormwater Discharges Associated with Construction Activity (Permit #COR423932) and a Stormwater Management Plan for the project. The City will transfer the Stormwater Management Plan over to the selected contractor prior to construction. The contractor will assume responsibility for the Stormwater Management Plan; self-inspections; and installation, corrective action and maintenance of control measures, required by the permit, upon the Notice to Proceed from the City and throughout the substantial completion of Contractor's scope of work. Installation of final stabilization and all associated temporary control measures identified in the approved Grading and Erosion Control Plan for the project will be the responsibility of the contractor. Upon substantial completion of Contractor's work the Permit will be transferred back to the City. The city will assume maintenance, corrective action, and removal of temporary control measure during the time after construction is complete and the site is achieving final stabilization up to permit termination.

6. Fence & Barrier Installation

- Install **1,595 linear feet of two-railed split wood fence** using **pressure-treated round dowels**.
- Place and secure **115 concrete wheel stops** at designated parking locations.
- Install **seven (7) bollards** for site protection.
- ALLOWANCE FOR Setting up **12 parking lot light bollards** and install **500 linear feet of 3-inch conduit** for future electrical connections.

7. Additional Project Considerations

- Perform **surveying & geotechnical testing** as required for construction verification.
- Implement **traffic control measures**, including flagging, signage, and necessary coordination with city staff.
- Tree Protection on (10) Existing, Mature Trees

This scope of work reflects our detailed understanding of the project requirements and our commitment to quality, efficiency, and compliance with the City of Manitou Springs' construction standards.

An allowance has been included for a P&P bond, and for under-ground work related to electrical or utility needs. Should the cost be higher than the allowance included for those scopes, a change order will be issued.



ID	Task Name	Duration	Start	Finish	Mar 30, '25	Apr 6, '25	Apr 13, '25	Apr 20, '25	Apr 27, '25	May 4, '25	May 11, '25	May 18, '25	May 25, '25
1	Dillon Mobility Hub	34 days	Tue 4/1/25	Fri 5/16/25									
2	Mobilize	2 days	Tue 4/1/25	Wed 4/2/25									
3	Erosion Control	2 days	Tue 4/1/25	Wed 4/2/25									
4	Demo	1 day	Thu 4/3/25	Thu 4/3/25									
5	Clear and Grub	2 days	Fri 4/4/25	Mon 4/7/25									
6	AC removal	2 days	Fri 4/4/25	Mon 4/7/25									
7	Demo of brick wall	2 days	Fri 4/4/25	Mon 4/7/25									
8	Unclassified Excavation	2 days	Tue 4/8/25	Wed 4/9/25									
9	Embankment	2 days	Thu 4/10/25	Fri 4/11/25									
10	Site conduit	2 days	Mon 4/14/25	Tue 4/15/25									
11	Split rail fence	16 days	Wed 4/16/25	Wed 5/7/25									
12	Site Concrete	16 days	Wed 4/16/25	Wed 5/7/25									
13	Import parking Lot Base	4 days	Fri 5/2/25	Wed 5/7/25									
14	Punch List	5 days	Thu 5/8/25	Wed 5/14/25									
15	Demobilize	2 days	Thu 5/15/25	Fri 5/16/25									



Memorandum

Title: Consider Reappointing Joy Porter to the Historic Preservation Commission

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

March 18, 2025

Purpose:

For the Council to review and consider approving the request for the reappointment of Joy Porter to the Historic Preservation Commission (HPC).

Background:

Joy Porter has been serving as a member of HPC since 2018, and her current term is set to expire on March 31, 2025. Given her knowledge of Historic District processes and guidelines, and overall dedication to volunteering, HPC Chair, Laura Kindseth has endorsed Commissioner Porter's request for reappointment.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Minimal

Recommended Action:

Approve reappointing Joy Porter as a regular member of the Historic Preservation Commission through the approval of the consent calendar.

Joy Porter

March 3, 2025

[REDACTED]
Manitou Springs CO 80829

To Manitou Springs City Council,

I am requesting that I be re-appointed to the Historic Preservation Commission.. I have been a member of the commission for the past 7 years. I look forward to continuing to contribute to our efforts to preserve our historic legacy.

Sincerely,

Joy Porter

[REDACTED]

March 4, 2025

Dear City Council Members,

On behalf of the Manitou Springs Historic Preservation Commission, I am pleased to recommend the reappointment of Commissioner Joy Porter, whose term expires 3/31/2025. The new term period will be 4/1/2025-3/31/2029.

Commissioner Porter is a dedicated volunteer with many years of experience reviewing Material Change of Appearance Certifications for the HPC. A long time resident of Manitou Springs, she is knowledgeable about codes, processes and Historic District Design Guidelines.

Please be in touch if you have questions concerning this reappointment. I can be reached at [REDACTED] or [REDACTED].

Sincerely,

Laura Kindseth, Chair
Manitou Springs Historic Preservation Commission



Memorandum

Title: Request for Appointment of Paul Arlinghaus to the Open Space Advisory Committee

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

March 18, 2025

Purpose:

To request the Council's approval of Paul Arlinghaus as a new alternate member of the Open Space Advisory Committee (OSAC).

Background:

Paul Arlinghaus has more than 20 years of experience in trail building, maintenance, and advocacy. He also has expertise in writing and managing grants, as well as in trail design principles. This extensive background makes him a strong candidate for OSAC and offers a fresh perspective on the committee's ongoing efforts.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Minimal.

Recommended Action:

Move to appoint Paul Arlinghaus to the Open Space Advisory Committee as an Alternate member.



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? Open Space Advisory Committee

Membership Requested • Alternate

Full Name Paul Arlinghaus

Street Address [REDACTED]

City Manitou Springs

State CO

Zip Code 80829

Phone [REDACTED]

Email [REDACTED]

Do you have any special interests? If so, please briefly provide details below:

I moved to Manitou Springs in January 2024. I was involved in trail building/maintenance and trail advocacy for the past 25 years in Indiana. I worked with Local Parks, State Parks/Forests, as well as National Forests.

I am interested in trail connectivity to Pikes Peak National Forest and a Cycling connection (paved/gravel) from Manitou to Woodland Park. There have been a couple of articles recently on the CPW Pikes Peak Partnership and the UTE Pass Regional Trail. I am interested in being involved with these efforts. I have experience with very long-term efforts/projects and would like to see how these projects can provide more recreation opportunities to the residents of Manitou Springs.

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:

 Trail Building Resume.docx

Date02/06/2025

Paul Arlinghaus

Manitou Springs, CO 80829

Paul's Trail's Resume

Background: My wife and I met at a mountain bike race and trail-based recreation is important to us. We are primarily mountain bikers but also hike and trail run. Our Vacations are based on trails and we have experienced trails all across the USA. In the early 2000's my cycling team began hosting events and helping with trail maintenance at my local trail (Town Run Trail, Indianapolis, IN). I enjoyed trail maintenance and in 2003 became the Town Run Trail Leader for the Hoosier Mountain Bike Association (HMBA). In 2005 HMBA received a \$150,000 Recreation Trail Grant for Brown County State Park. I stepped up to manage this grant. This grant project led to be becoming President of HMBA in 2007 and working with the Indiana Department of Natural Resources. This was the first of many Grants. I wrote and/or managed 7 large grants totaling \$1,128,585, that built 68 miles of trail in City and State Parks. One of the requirements to build trails in Indiana was that volunteers needed to take on 100% of the responsibility for trail maintenance for any new trails. So as these trails were being built, we needed to recruit and train local volunteers to support the trails in an ongoing basis. In January of 2024 Allegion, my employer, had an engineering opening in our Colorado Springs location. My wife and I relocated to Colorado in large part to have access to better outdoor recreation opportunities.



Me, bench cutting at Brown County State Park

Primary Trail Systems that I have been involved with

Town Run Trail, Indianapolis, IN

- 7-mile trail that is primarily used by mountain bikers but is multiuse.
- Trail is along a river and much of it is in flood plains with creates extra challenges to maintenance and trail management.
- I led the redesign of many adopted trail sections that were not designed with sustainable trail design principles.
- I led the maintenance of the trail, including chain sawing down trees, recovering from floods, and correcting any general trail issues.

Brown County State Park / Yellowwood State Forest / Hoosier National Forest, Nashville, IN

- Managed three grants (wrote 2 of them), totaling \$400,000. These grants built 22 miles of trail.
- Fundraising to support the trail development and maintenance.
- Led the effort to build 12 miles of trail with volunteers.
- Worked with Park Staff and Profession Trail builders to design and approve trail corridors.
- Led and trained local volunteers to maintain the trails.
- Worked with Hoosier National Forest to redesign a trail and open it to bikes.
- The overall trail system connects to Hoosier National Forest and Yellowwood State Forest.
- The Mountain Bike Trails at Brown County State Park are Nationally recognized and draw riders from across the US.

O'Bannon Woods State Forest / Harrison Crawford State Forest, Corydon, IN

- Managed 2 grants (wrote 1 of them), totaling \$250,000. These grants built 12miles of trail.
- Lead the construction of 5 miles of volunteer-built trail.
- Trained and led local volunteers to maintain the trails.
- Designed 2 additional trails, one was built in 2024 and one will be built in 2025.

Versailles State Park, Versailles IN

- Managed 1 grant for \$75,000 and wrote another grant for \$200,000.
- Trained local volunteers and supported their effort to creat their own 501 c(3) group, which took over development and maintenance for this trail system.

Southwestway Park, Indianapolis

- Advocated for mountain bike access to this park.
- Built 1st trail with volunteers, while working on a trail master plan and grant.
- Wrote and managed a \$128,000 Grant that along with volunteer build trails completed the current trail system at SWW.
- The trails users at SWW are very diverse and include hikers, trail runners, mountain bikers and equestrians.

Areas of experience

- Leading volunteer trail sessions for new construction and maintenance.
- User management and resolving user conflict.
- Working with other user groups (Hikers, Trail Runners, Equestrians).
- Worked with a wide range of boards and groups.
 - Natural Resource Commission
 - Trails Advisory Board
 - Friends of Groups
 - State Forest Advisory Council
 - Indiana Forests Forever
 - City Parks boards
 - Tourism groups
 - Invasive Removal groups
 - Legislators and local government
 - Corporate Volunteer Days.
- Trail Design with sustainable trail principles.
 - Designed trails.
 - Worked with Professional Trail Builders.
 - Taught trail design and maintenance classes.
 - Training on Special Trail projects: Armoring, Back Channeling, Dealing with Seeps, trail hardening, building trail features on advanced trails, etc..
- Led HMBA's Specialized trail programs and features programs.
 - HMBA Chain Saw Certification Program
 - Design of construction of Bridges
- Formal Trail Approval Processes
 - Worked with Park / Forest Staff to develop trails to fit within the overall properties' goals.
 - Archeology and Ecology reviews.
 - Formal processes: NEPA, 106, US Waterways
- Insurance and Liability
 - Lead HMBA through 2 lawsuits.
 - Worked to insure HMBA after the IMBA trail insurance program ended.
- Running a 501(c) 3 Organization
 - Filled the following roles: President, Vice President, Treasure, and General Board Member.
 - Led efforts to ensure 501 (c) 3 status.
 - Long term Planning, including preparing organization for my exit.



Building a bridge 1 mile deep into Yellowwood State Forest

While I have needed to step back and focus on settling in at a new job and home, I have engaged in trails in Colorado.

- Attended volunteer trail days with Friends of Red Rock Canyon, Pikes Peak Trail Cats, Green Mountain Falls Trails, Rocky Mountain Field Institute, and Colorado Springs Parks.
- Completed the Colorado Springs Parks Trails Crew Leader training and program.
- Attended Friends of Red Rock Canyon Board meetings.

Summary of Grants I have Written/ Managed

Year	Grant	Amount	Location	Mile of Trail	Written	Managed
2005	Recreational Trail Program	\$150,000	Brown County State Park	12.3		X
2008	State Trail Grant	\$250,000	Versailles, O'Bannon Woods, and Harmonie State Parks	29.3		X
2009	Recreational Trail Program	\$128,585	Southwestway Park (Indy Parks)	5.0	X	X
2010	Recreational Trail Program	\$150,000	O'Bannon Woods State Park	6.0	X	X
2016	Indiana Destination Grant	\$50,000	Brown County State Park	3.5	X	X
2019	Next Level Trails Grant	\$200,000	Brown County State Park	6.5	X	X
2020	Next Level Trails Grant	\$200,000	Versailles State Park	5.5	X	
	Total	\$1,128,585	Total	68.1		



Armoring Project with Park Staff, Americrops, and local volunteers

Primary Trails I have been involved with building and maintaining												
Trail	Rating	Park	Build (Primary)	Miles	Volunteer Built (mi)	Pro Trail Built (mi)	Grant Writing	Grant Proj. Management	Lead Volunteer Construction	Lead Maintenance	Trail Design	Trail Approval
Town Run	intermediate	TRTP	Volunteer	6.5	7.0	0.2			X	X	X	X
Limekiln (West)	Beginner	BCSP	Professional	2.5	0.0	2.5	X	X		X		X
Pine Loop	Beginner	BCSP	Professional	2.2	0.0	2.2	X	X		X		X
Grandview Loop	expert	VSP	Professional	6.0	1.0	5	X	X				X
Sycamore	Beginner	HSP	Professional	4.5	0.0	4.5	X	X				
Walnut	intermediate	HSP	Professional	3.0	0.0	3	X	X				
Walnut	expert	BCSP	Professional	4.5	0.5	4	X	X	X	X		X
Schooner Trace	expert	BCSP	Professional	3.1	0.8	2.3	X	X		X		X
Cliffside	expert	VSP	Professional	2.5	0.0	2.5	X	X				X
Shawdow Run	Beginner	VSP	Professional	4.0	0.0	4	X	X				X
Rocky Ridge	expert	OWSP	Professional	2.5	0.0	2.5	X	X		X		X
Fire Tower	intermediate	OWSP	Professional	6.5	0.0	6.5	X	X		X		X
Lenape	intermediate	SWW	Professional	1.9	0.0	1.9			X	X	X	X
Cockrum	Beginner	SWW	Volunteer	1.3	1.3	0			X		X	X
Green Valley	intermediate	BCSP	Professional	4.5	0.0	4.5	X	X		X		X
Group Camp	intermediate	OWSP	Volunteer	3.5	3.5	0			X	X	X	X
Schoen Creek	expert	FHSP	Volunteer	3.5	3.5	0			X	X		
Lawrence Creek	intermediate	FHSP	Volunteer	4.0	3.5	0.5			X	X		
Camp Glen	Beginner	FHSP	Volunteer	1.0	1.0	0			X	X		
Big Fire South	intermediate	SWW	Professional	0.5	0.0	0.5	X	X				X
Big Fire North	Beginner	SWW	Professional	0.5	0.0	0.5	X	X				X
Mann Loop	Beginner	SWW	Professional	1.1	0.0	1.1	X	X				X
Mann Summit East	Beginner	SWW	Professional	0.3	0.0	0.3	X	X				X
Lower Cotton Wood	intermediate	SWW	Professional	0.5	0.0	0.5			X		X	X
Mann Summit North	intermediate	SWW	Professional	0.2	0.0	0.2	X	X				X
River/Mann Connector	intermediate	SWW	Professional	0.2	0.0	0.2			X		X	X
Bobcat	expert	BCSP	Volunteer	1.5	1.4	0.1	X	X	X	X	X	X
Aynes Connector	intermediate	BCSP	Volunteer	0.8	0.8	0			X		X	X
Lucas Hollow	intermediate	YSF	Volunteer	3.0	3.0	0			X	X	X	X
Potato Run	intermediate	OWSP	Volunteer	1.3	1.3	0			X			X
Power Line DH	Expert	SWW	Professional	0.5	0.0	0.5	X	X				X
Upper Cottonwood	intermediate	SWW	Professional	0.5	0.0	0.5	X	X				X
Riverview	intermediate	SWW	Professional	0.5	0.0	0.5	X	X				X
Breeden	Flow	OWSP	Professional	3.0	0.0	3	X	X				X
Crooked Creek	expert	YSF	Volunteer	5.6	5.6	0			X	X	X	X
Hobbs Hollow	flow	BCSP	Professional	3.5	0.0	3.5	X	X				X
Shelly	intermediate	BCSP	Volunteer	2.0	2.0	0			X	X		X
Weed Patch (office to B.C)	flow	BCSP	Professional	2.5	0.0	2.5	X	X	X	X		X
Limekiln (East)	flow	BCSP	Professional	2.0	0.0	2	X	X				X
Trail D	intermediate	HNF	Agency	3.0	0.0	0					X	X
AHT (Iron Bridge)	expert	OWSP	Volunteer	2.5	2.5	0					X	X
AHT (Pioneer)	expert	OWSP	Volunteer	2.5	2.5	0					X	X
West Gate	flow	BCSP	Professional	1.0	0.0	1	X	X				X
Gnawbone	flow	BCSP	Professional	1.0	0.0	1	X	X				X
				107.4	41.05	64						
KEY												
TRTP	Town Run Trail Park (Indy Parks)											
BCSP	Brown County State Park (Indiana State Parks)											
VSP	Versailles State Park (Indiana State Parks)											
HSP	Harmonie State Park (Indiana State Parks)											
OWSP	O'Bannon Woods State Park (Indiana State Parks)											
SWW	Southwestway Park (Indy Parks)											
FHSP	Fort Harrison State Park (Indiana State Parks)											
YSF	Yellowwood State Forest (Indiana State Forests)											
HNF	Hoosier National Forest											

Manitou Springs City Council
606 Manitou Avenue
Manitou Springs, CO 80829

Dear Mayor and Councilors:

At the monthly OSAC meeting on February 24, 2025, OSAC voted unanimously to accept Paul Arlinghaus as an Alternate Member. Mr. Arlinghaus attended the meeting and had previously provided a completed application and an outstanding resume. We feel he will be an excellent addition to the OSAC team.

Sincerely,

Thomas H (Tim) Beeson

For the Manitou Springs Open Space Advisory Committee



Memorandum

Title: Consider Approving the MACH Board Recommendations for the 2025 Grant Awards

From: Ralph Routon, Chair of the MACH Board; Rebecca Davis, Finance Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 30 Minutes

March 18, 2025

Purpose:

Requesting City Council to approve the MACH Board's recommendations for the 2025 grant awards.

Background:

Ordinance No. 2719 increased the sales tax rate from 3.6% to 3.9% and the use tax rate from 3.5% to 3.8%, in July 2020, to create a special facilities and arts fund for the allocation of .3% sales and use tax revenues assessed pursuant to Manitou Springs 2019 Ballot Issue 2D. 66% of the .3% sales and use tax revenues, is for facility improvements and operations at the Carnegie Library, the Manitou Art Center, the Manitou Springs Heritage Center, Miramont Castle and the Hiawatha Gardens property, which the Board refers to as "Tier 1". The remaining 34% is for distribution by the City Council through awards and grants to foster the arts, culture and heritage within the City of Manitou Springs and is referred to as "Tier 2".

At the March 11, 2025, City Council Work Session, Ralph Routon, MACH Board Chair, presented the recommendations which have been attached.

Attachments include:

March 11, 2025 Presentation

Project list and recommended funding for each

Pros and Cons:

Pro: Approving the recommendations means the MACH grants will be distributed in a timely manner.

Con: There are no cons.

Fiscal Impact:

Funding available from 2024 tax revenues:



Tier 1: \$291,986

Tier 2: \$164,251

Workload Impact:

Many hours by volunteers and staff.

Recommended Action:

Move to approve the MACH Board recommendations for the 2025 grant awards.



MACH Grant Recommendations 2025

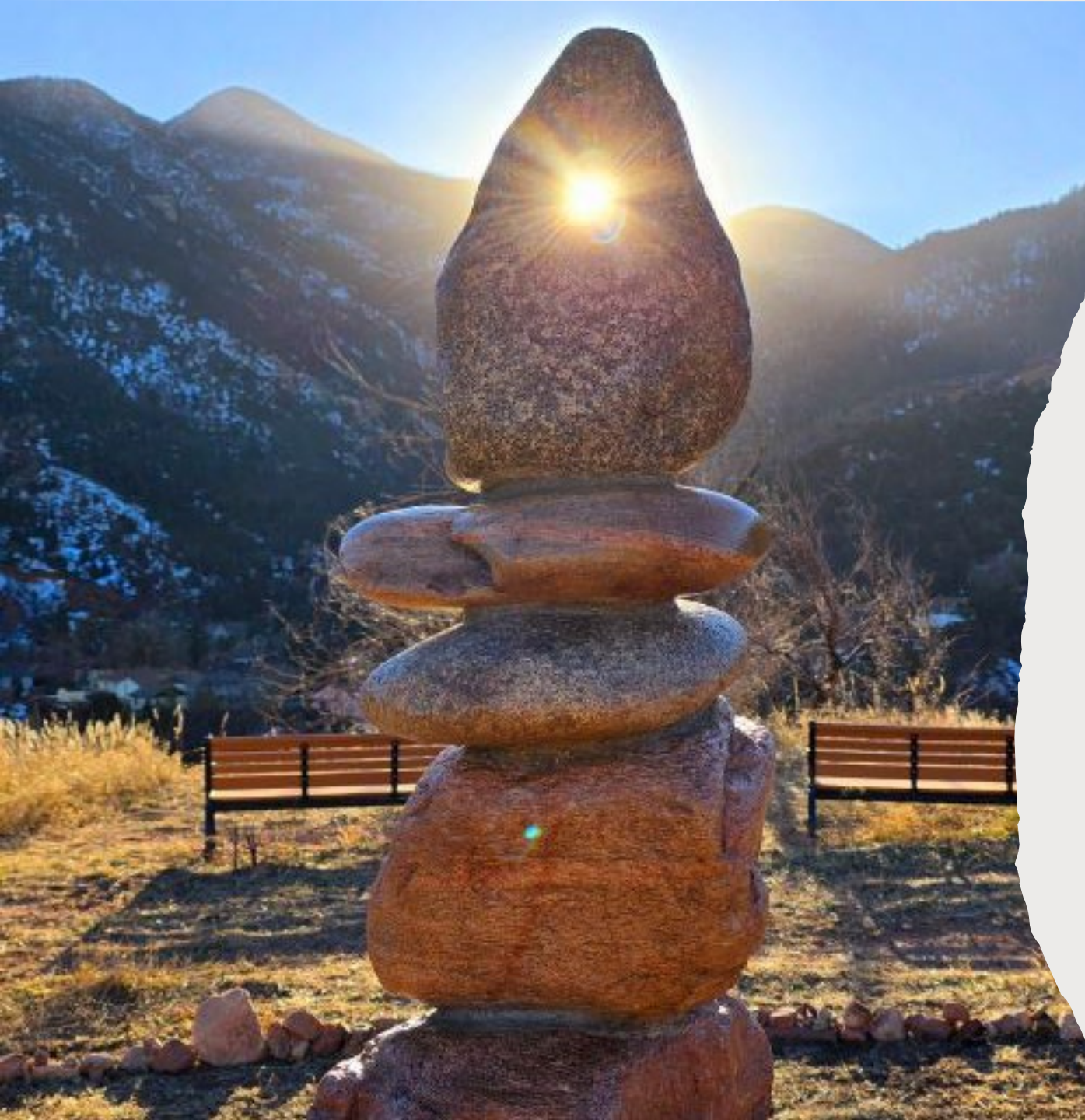
\$456,237

- Manitou Springs
City Council Work Session –
March 11, 2025

History

- **November 2019** – MACH ballot measure passes by narrow margin
- **March 2021** – 1st round of grants approved by City Council (using a spreadsheet tool)
- **November 2021** – Mini Grants (up to \$750) added to MACH program
- **November 2022** – Custom web application implemented for submission, rating and completion reports
- **March 2024** – 4th year reaches \$1.6 million for 2021-2024 grants
- **March 2025** – Latest round of grant recommendations presented to City Council, takes 5-year total over \$2 million





MACH Mission

The purpose of the MACH Board is to make recommendations to City Council on how to implement the MACH initiative, which increased the City's Use Tax Rate and Sales Tax Rate by 3/10ths of 1% (0.003).

- Two-thirds or 66% of these funds are allocated to a special fund for facility improvements and operations at the Carnegie Library Building, Manitou Art Center, Manitou Springs Heritage Center, Miramont Castle and Hiawatha Gardens.
- The remaining 34% each year will be distributed by the City Council through awards and grants to foster the arts, culture and heritage in Manitou Springs.

Board

Member Name	Position
Ralph Routon	Chair
Kinsey Watts	Vice Chair
Wren Almitra	Secretary
Neale Minch	Board Member
Marcus Medina	Board Member
Peter Sommers	Board Member
Mark Lee	Board Member
Jason Wells	Alternate
Nancy Wilson	Alternate
Judith Chandler	Council Liaison
Becca Davis	Staff Support
Vacancies – 1 Alternate	

Tier 1 Grant Summary – Total will surpass \$1.3 million after 2025 awards

	Carnegie Library	Hiawatha	MAC	Miramont Castle	Heritage Museum
2021	\$41,278	\$41,278	\$22,515	\$22,515	\$22,515
2022	\$102,735	\$75,000	\$48,473	\$48,473	\$48,473
2023	\$100,438	\$75,000	\$47,847	\$47,847	\$47,847
2024	\$185,572	0	\$50,610	\$50,610	\$50,610
2025 Recommendation	\$10,000	\$150,592	\$43,798	\$43,798	\$43,798

Tier 2 Competitive Grant Summary — \$707,000 in grants issued or recommended as of March 2025

	Applications / Total requests	Approved / Recommended
2021 Round 1	29 / \$111,000	18 / \$55,000
2021 Round 2	12 / \$34,000	7 / \$19,000
2022	47 / \$252,000	35 / \$150,000
2023	69 / \$327,000	54 / \$152,000
2024	59 / \$300,000	47 / \$167,000
2025 Recommended	59/\$273,301	48/\$164,251



Our Evaluation Tool

- [Manitou Arts, Culture & Heritage Grants \(appdomain.cloud\)](https://machboard.u7rmrh7nx6p.us-east.codeengine.appdomain.cloud/)

The total address is:

<https://machboard.u7rmrh7nx6p.us-east.codeengine.appdomain.cloud/>

Tier 1 Recommendations for 2025

- **Note:** Carnegie Library is requesting only \$10,000 in 2025 for setting up a Maintenance Fund.

Available Funds	\$	291,986
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<u>55%</u>	\$	160,592
Carnegie Library	\$	10,000
Hiawatha Gardens	\$	150,592
<u>45%</u>	\$	131,394
MAC	\$	43,798
Miramont	\$	43,978
MS Heritage Center	\$	43,798

Competitive Grants – Mini Grants 2025

Name	Project Name	Requested Amount	Board Recommendation
Kara Stutzman	Yoga Manitou	750	250
Jill Fogel	Three Altitude Makers Markets	720	720
Karleigh Brown	Maori Garment Stitching 'Whatu Aho Rua' - 2 Pair Twining	750	750
Leilani Coleman	Manitou Made Market	750	750
Steffany Butts	Art as Expression (Neuro-Expressive Art and the Sonic Art Practice)	750	750
Mark Wong	Student pottery- 5th grade	750	750
Christina Grow	PaC-Man: "Let's Get Walking and Rolling, Manitou!" 2025	750	750
Nicholas Olson	"Unleash The Flow" Creative Art Therapy	750	750
Stephanie Jerome	Creating a Ribbon Skirt	750	750
Stephanie Jerome	Learn to sew!	750	750
Melanie Audet	Dyeing with Indigo in collaboration with District 14 art classes	750	750
Katie Orr	Community Costuming Creation	750	750
Katie Orr	Paint Night	750	750

Competitive Grants – Regular Grants 2025

Name	Project Name	Requested Amount	Board Recommendation
Elizabeth Stanbro	Art for Older Adults	1,000	1,000
Elizabeth Guess	Gift Bags for the Homeless	5,000	1,000
Dave Wolverton	Adolph Bandelier 2025 Exhibition	3,150	1,011
Heidi Alina	Beethoven on the Breeze - an outdoor classical piano concert with	1,930	1,200
Lissa Murphy	Jump Start Art - Mini Manitou	6,000	1,200
Stepffany Butts	Art In Meditation	1,850	1,850
Shanti Toll	2026 Manni Awards and Potluck Dinner	2,000	2,000
Shanti Toll	2025 Manni Awards	2,000	2,000
Gretchen Vorderlandwehr	Imagine Art Summer Camp	3,170	2,378
Colin Davis	Manitou Ceramics Initiative	11,000	2,750
Lawrence Jones	Manitou Springs EPIC Concerts	2,800	2,800
Mark Wong	Clayfest	4,000	3,000
Judith Piazza	Soul Songs & Healing Sound, For Hope, Restoration & Renewal	3,840	3,380

Competitive Grants – Regular Grants 2025

Name	Project Name	Requested Amount	Board Recommendation
Ashley Cornelius	Art in Action: 5-Year Showcase & Look Book	4,750	3,500
Ashley Cornelius	Pikes Peak Poetry Summit	5,500	3,500
Julia Wright	Commonwheel Artists 51st Annual Labor Day Art Festival	3,800	3,800
Nicki Noe	Manitou Monster Project	4,000	4,000
Steve Wood	Manitou Springs Lantern Parade	4,000	4,000
Steve Wood	FAB LAB Program	4,000	4,000
Melanie Audet	Blue Hands Events	4,500	4,500
AuroTejas Hemsell	World Dance Festival	4,500	4,500
Adriana Rincon	Sacred Manitou mural art boothcamp	9,356	4,678
Natalia Pulido	The Legend of Manitou Springs	8,500	4,849
Barak Ben-Amota	Farm and Art Camp Artistic Director	4,850	4,850
Sophie Thunberg	Children of Gaia- Night of Remembrance	5,000	5,000

Competitive Grants – Regular Grants 2025

Name	Project Name	Requested Amount	Board Recommendation
Nina Davis	Manitou Comedy Festival 2025	7,500	5,000
John Graham	Manitou Springs Indigenous Peoples Day	6,000	6,000
Katie Orr	Moonlight Market	6,000	6,000
Jenna Gallas	2025 Manitou Springs Carnivale Parade	6,000	6,000
Lindsay Deen	Poetry and Pottery	8,500	6,375
Jenna Gallas	2026 Manitou Springs Carnivale Parade	6,500	6,500
Audrey Gray	Creekside Mural Program	6,800	6,800
Lyn Ettinger-Harwell	Pikes Peak Bulletin- Full Page Equivalent Coverage of MACH-funded Project	24,000	7,000
Eddy Lieberman	Manitou Public Community Music	15,850	13,650
Audrey Gray	Art on the Avenue	14,960	14,960

Competitive Grants – Not Recommended for Funding in 2025

Project Name	Requested Amount	Board Recommendation
Pottery Wheel for Classes #1	750	0
Pottery Wheel for Classes #2	750	0
Manitou Doors	2,000	0
The Co-Evolution of Myth and Art	2,900	0
Manitou Springs: Aliens Welcome!	3,000	0
Expressions Sessions - Healing Art Groups	4,000	0
Te Hui Kākahu - 'The Māori Cloak Gathering'	5,300	0
The Wit	5,800	0
We Are A Circle Council Workshop ... Using the Arts in Authentic C	7,375	0
Flying Pig Album Release and Show	8,100	0
Destination Rest: A Community Nap	11,000	0

Carryover Grants from 2024

Grants Not Completed, extended to 2025

Name	Project name	Amount
Jannine Scott	Manitou Springs Death Cafe	\$ 750
David Ball	Rockey Art Museum Archive - Phase 1	\$ 2,500

Grant not Accepted by Applicant

Jessica Rossi	Manitou Springs Free Art Box	\$ 375
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Next Steps

- Present recommendations to City Council (March 11 work session)
- Address any issues before Council action (**March 18** meeting)
- Notify recipients to submit W-9s and be aware of new project completion expenditure requirements
- Issue checks, and recipients must sign letter saying they agree to requirements
- MACH Board meets **March 27** to evaluate process and identify need for revisions in 2026
- Revise standard operating procedures



Special Thanks



The MACH Board would like to thank Becca Davis, City Finance Director, for her unwavering support and responsiveness throughout MACH's first five years, with the help of staff members, Amanda Robinson and Nicole Ortega.

The Board also wishes to express deep appreciation to Judith Chandler for continuing her dedicated efforts and thoughtful input as the City Council's liaison.

MACH 2025 Recommendations

Tier 1 Grants	Recommended Amount
Hiawatha Gardens	\$150,592.30
Carnegie Library	\$10,000
Miramont Castle	\$43,797.90
Manitou Art Center	\$43,797.90
MS Heritage Museum	\$43,797.90
Total	\$291,986.00

Mini Grants	Recommended Amount
Three Altitude Makers Markets	\$720
Maori Garment Stitching	\$750
Yoga Manitou	\$250
Manitou Made Market	\$750
Art as Expression	\$750
Student Potter, 5th grade	\$750
PaC-Man: Let's get walking	\$750
Unleash the Flow Art Therapy	\$750
Creating a Ribbon Skirt	\$750
Learn to Sew!	\$750
Dyeing with Indigo, D-14 art	\$750
Community Costuming Creation	\$750
Paint Night	\$750
Total - Mini Grants	\$9,220

Regular Grants	Recommended Amount
Bandelier 2025 Exhibition	\$1,011.00
Art for Older Adults	\$1,000
Gift Bags for the Homeless	\$1,000
Jump Start Art	\$1,200
Art in Meditation	\$1,850
Beethoven on the Breeze	\$1,200
2025 Manni Awards	\$2,000
2026 Manni Awards	\$2,000
Manitou EPIC Concerts	\$2,800
Imagine Art Summer Camp	\$2,378
Commonwheel Festival	\$3,800
Soul Songs & Healing Sound	\$3,380
Clayfest	\$3,000

Manitou Monster Project	\$4,000
Manitou Lantern Parade	\$4,000
FAB LAB Program	\$4,000
Blue Hands Events	\$4,500
World Dance Festival	\$4,500
Art in Action	\$3,500
Farm and Art Camp Director	\$4,850
Children of Gaia	\$5,000
Pikes Peak Poetry Summit	\$3,500
Indigenous Peoples Day	\$6,000
Moonlight Market	\$6,000
2025 Carnivale Parade	\$6,000
2026 Carnivale Parade	\$6,500
Creekside Mural Program	\$6,800
Manitou Comedy Festival	\$5,000
Poetry and Pottery	\$6,375
Legend of Manitou Springs	\$4,849
Sacred Manitou bootcamp	\$4,678
Ceramics Initiative	\$2,750
Art on the Avenue	\$14,960
Manitou Community Music	\$13,650
Pikes Peak Bulletin	\$7,000
Total - Regular Grants	\$155,031.00
Total (Mini + Regular)	\$164,251.00



Memorandum

Title: Schneider Electric Update: Water Meters and Facility Improvements

From: Water Department

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 1 Hour

March 18, 2025

Purpose:

To receive a detailed update on the Energy Performance Contract audit with Schneider Electric and the Colorado Energy Office, and decide on moving forward as is or applying for the DOLA grant.

Background:

The Colorado Energy Office Energy Performance Contracting Program assists local governments to incorporate energy and water conservation measures with little or no upfront capital.

The City selected Schneider Electric to perform an Investment-Grade Audit and design and engineer a constructive solution for energy and water efficiency updates. The main focus of this project has been a comprehensive replacement of water meters for all active accounts in Manitou Springs. Other improvements include LED lighting at all facilities, window replacements, and HVAC installation for Memorial Hall.

Schneider will provide an update on the detailed scope of work, selected water meter manufacturer, financials, and timing implications of potential cost and interest rate increases in the market.

Pros and Cons:

Pros

State loan to pay for the meter replacements.

Replacement of the water meter will reduce our water loss.

Provide a customer portal - customers are made aware of leaks early

Leak detection

Save on the cost of replacing meters that are no longer operating

Upgrade billing software

Meters must be replaced

Cons



Cost
Inconvenience to customers

Fiscal Impact:

The project must pay for itself within a 20-year period or less. It must be cash flow neutral or positive. The first three years of savings and additional water revenues at minimum are guaranteed per C.R.S. § 29-12.5

Workload Impact:

Significant

Recommended Action:

Make a motion to:

Move forward with a construction contract with a May 1, 2025, timeline, or;

Apply for the DOLA grant by April 1, 2025, and wait for potential funds in September, or;

Not to move forward with the project.

A large, ornate black metal archway spans the top of the frame. A grey banner with the words "HISTORIC MANITOU SPRINGS" in white serif font is mounted across the arch. Below the arch, a snow-capped mountain peak rises above a line of evergreen trees. A small portion of a red building is visible at the bottom center.

HISTORIC MANITOU SPRINGS

Manitou Springs

Energy/Water Meter Update
March 18, 2025

Meeting Overview

1. Energy Performance Contracting Review
2. Water Meter Project Update
3. Facility Improvement Updates
4. Financials & Next Steps



Energy Performance Contracting

CO Statute §CRS 29-12.5

Energy Performance Contracting

A financing and contracting tool that allows public entities to use future savings & revenue from infrastructure improvements to fund capital projects

Overview

- Program is managed by the Colorado Energy Office
- Schneider Electric must prove the project pays for itself in 20 years or less
- City will finance the project, and annual project savings & revenue will cover debt service
- The first 3 years minimum after construction have savings and revenue guarantees



Telecom

Savings (Annual)

- Internet \$9,477
- Wireless \$13,580
- Phone System \$7,670
- Phone Lines \$207
- Managed IT \$76,715

\$107,649 per year

Updates

- City has contracted with Ntiva for managed IT services
- Server migration June 2025
- Water Treatment Plant internet switch 3/30/25
- Randy working with Verizon for \$400/mo discount
- Cisco phones and FD broadband June 2025



Water Meters

Timing & Funding Implications

- Congressional Directed Spending Request (\$500k) is unlikely as the City was already asked to submit another application for 2026
- DOLA Energy/Mineral Impact Assistance Fund (\$1M max award)
 - Applications due April 1
 - Funds not disbursed until August or September
 - \$10M total funding this round (half as anticipated)
- Schneider has pricing locked until May 1 for parts, materials, and labor. Potential tariffs, federal administrative changes, and parts/labor cost increases could affect pricing past this date.



Water Meter Project

Water Meter Testing Results

- Current obsolete meters
~85% accuracy
- Zero reads on Minimum and Intermediate Flow: 16%
- New ultrasonic meters will be at/near 100% accurate
- New meters will provide 4% to 7% improvement on Total Water Loss
- **\$157,000-\$200,000 annual revenue loss**

Scope Criteria

- 2,255 active meters
- Ultrasonic meters
 - Leak Detection through the meter included (behind-the-meter)
 - 20 years life expectancy and accuracy
- Uniform AMI Solution
- Automatic Shutoff for locations without curb stops
- Customer Portal
- Integration into Utility Management System
- Warranty and Reliability
- Long-term Lifecycle Cost





Water Meter Project Selection

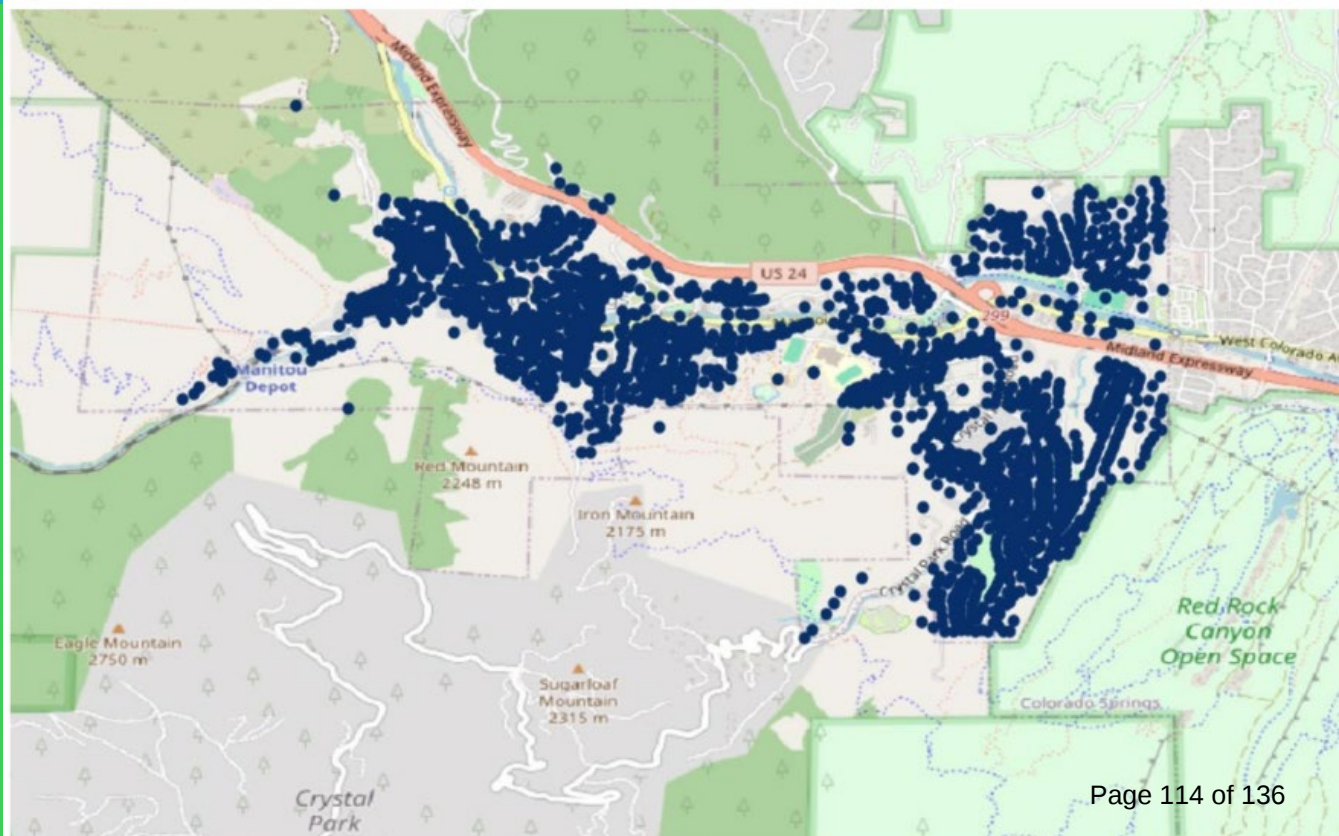
Overview

- Competitive RFP with 5 responses
- Diehl (Manufacturer) and Mountain States Pipe & Supply (Distributor) selected
- Uniform cellular system with near 100% coverage
- Cellular subscription costs for 10-years included
- Customer portal with leak detection alerts plus additional alarms
- Seamless integration with existing Utility Management System
- 20-year life expectancy along with 20-year warranty (10-year full warranty, 10-year prorated)



Diehl Propagation Study

Analysis shows using Verizon's cellular umbrella, Manitou Springs water customers will be completely covered by Verizon's LTE-M1 frequencies. AT&T is available also.





Water Meters: Turnkey Solution

What does EPC and Schneider Electric Provide?

1. Replacement of all active meters to AMI including parts and labor
2. Project management, site supervision, & safety coordination
3. Materials procurement, storage, material handling, & quality control
4. Work order management system
5. Customer call center, communication, & marketing resources
6. Integration, commissioning, and staff training for maintenance & troubleshooting
7. Warranty
8. As-Builts and Submittal Documentation



Water Meters: Turnkey Solution Cont'd

What does EPC and Schneider Electric Provide?

1. **Three years of revenue guarantee by Schneider, per statute**
2. **Oversight from Colorado Energy Office**
3. **Proven neutral or positive cash flow every year to cover debt service**
4. **Financing RFP assistance for competitive rates**
5. **Long term partnership**



Financial Overview: Water Meters

Cost and Payback

- Estimated Turnkey Project Cost: \$2,750,000
- Revenue Projection:
 - Additional \$157,000 annually
 - \$5.2M over 20 years
- IT and O&M Savings:
 - \$19,000 annually
 - \$450k over 20 years
- Financing interest rate assumption: 4.8% for 20 year loan



Financial Overview: Water Meters

Why do the project now?

- **Pricing is locked until May 1**
- **Project currently fits EPC statute by being cash flow positive**
- **Revenue guarantee for three years minimum**
- Turnkey install completed before end of 2025
- Avoid \$169,000+ revenue loss and parts replacement annually
- Reallocate staff time from meter reads to advancing 5yr plan
- Improve water loss percentage & mitigate future rate increases
- Customer dashboard to detect leaks and save them money
- Grants and other funding opportunities are diminishing



Financial Overview: Water Meters

Since 2020, the City has lost approximately \$850,000 due water meters being at the end of their useful life.

What is the cost of doing nothing or waiting?

- **Lose more than \$157,000 per year in revenue** from obsolete, inaccurate meters that continue to degrade
- **Spend \$12,000 per year** or more on outdated replacement meters, plus employee resources to change them
- Full-time employee two weeks per month getting meter reads, plus manual billing processes
- Water loss will continue to rise
- Community will face significant water rate increases
- Grants become more competitive with less funding
- **If interest rates, labor, and/or materials costs increase, EPC will no longer be a financially viable avenue**



Cash Flow: Water Meters

Estimated Project Value

Water Meter Project	\$ 2,750,000
Capital (or Grant)	
Net (Finance) Project Price	\$ 2,750,000
Interest Rate Estimate	4.80%
Number of Years	20

Projected Savings

	Amount	Esc. Rate
Utility		5.0%
M&O	\$ 10,000	3.0%
Telecom	\$ 9,180	0.0%
Revenue	\$ 157,000	5.0%

Project Savings

Year	Annual Lease Payment	License/ Cellular Costs	Total Payment	M&O	Telecom	Revenue	Total Annual Savings	Cumulative Cash Flow
1	\$165,578	\$10,602	\$176,180	\$10,000	\$9,180	\$157,000	\$176,180	
2	\$173,410	\$10,920	\$184,330	\$10,300	\$9,180	\$164,850	\$184,330	
3	\$181,635	\$11,247	\$192,882	\$10,609	\$9,180	\$173,093	\$192,882	
19	\$331,459	\$63,405	\$394,864	\$17,024		\$377,839	\$394,864	
20	\$661	\$65,307	\$65,968	\$17,535		\$396,731	\$414,266	
	\$4,554,076	\$695,384	\$5,249,460	\$268,704	\$137,700	\$5,191,355	\$5,597,759	\$348,299



Facility Improvement Project

Financials

- Estimated Turnkey Project Cost: \$1.1M
- \$98,808 annual telecom savings
- \$3,000 annual utility savings from lighting
- City may contribute up to \$250,000 in capital
- Financing interest rate assumption: 4.8%

Overview

- Mechanical
 - 20-ton ground mount system for Memorial Hall
 - Electrical upgrade needed to the building
 - HPC approval needed
- Lighting
 - Upgrade and provide uniformity at 11 sites
 - 222 fixtures upgraded to latest LED technology
- Windows
 - Upgrade windows in Memorial Hall with new dual-pane windows
 - HPC approval needed





Cash Flow: Facility Improvements

Estimated Project Value	
Facility Project	\$ 1,100,000
Capital	\$ 60,000
Net Financed	\$ 1,040,000
Interest Estimate	4.80%
Number of Years	15

Projected Savings		
	Amount	Esc. Rate
Utility	\$ 3,000	5.0%
M&O	\$ -	3.0%
Telecom	\$ 98,808	0.0%

Project Savings						
Year	Estimated Payment	M&O	Telecom	Utility Savings	Total Annual Savings	Cumulative Cash Flow
1	\$101,808		\$98,808	\$3,000	\$101,808	
2	\$101,958		\$98,808	\$3,150	\$101,958	
3	\$102,116		\$98,808	\$3,308	\$102,116	
13	\$104,196		\$98,808	\$5,388	\$104,196	
14	\$104,465		\$98,808	\$5,657	\$104,465	
15	\$94,241		\$98,808	\$5,940	\$104,748	
	\$1,536,349	\$0	\$1,482,120	\$64,736	\$1,546,856	\$10,507

Next Steps

If council decides to wait:

- Apply for DOLA Energy & Mineral Impact Assistance Fund in April
- If not awarded, receive updated pricing in July/August from Schneider and determine if the project is still financially viable

If council decides to move forward now:

- Final Investment Grade Audit report submission to CO Energy office for approval
- Construction contract review with city attorney and council approval by May
- Financing RFP & robust communications/PR plan with the community
- Start construction late May and complete by end of 2025

Appendix

Water Loss Report 2024

Manitou Springs Water Production 2024		Water Billed	Difference	Percent loss
	Million Gallons			
January	14,874,743	11,805,883	3,068,860	20.63
February	13,395,760	8,572,422	4,823,338	36.01
March	15,367,625	10,752,708	4,614,917	30.03
April	14,352,875	8,486,591	5,866,284	40.87
May	19,959,500	13,634,106	6,325,394	31.69
June	25,064,625	13,428,521	11,636,104	46.42
July	25,784,650	22,026,136	3,758,514	14.58
August	23,103,975	16,718,640	6,385,335	27.64
September	22,088,810	19,260,542	2,828,268	12.80
October	18,692,688	13,466,294	5,226,394	27.96
November	11,997,489	10,778,342	1,219,147	10.16
December	13,483,041	10,161,428	3,321,613	24.64
Totals:	218,165,781	159,091,613	59,074,168	27% average

Colorado Springs Utilities Rate Increases

“Base rates changes are presented each year to support the budget. This year, because of the major capital needs over the next five years, we presented a five-year rate case. **The rate case includes increases across all four services for 2025-2029.**

The base rate increases are: 6.5% electric, 4% natural gas, 6.5% water, 9% wastewater.

Revenue from the base rates support the annual budget. The 2025 proposed budget is currently estimated at \$1.8 billion – a 21% increase over the 2024 approved budget.”



Detailed Cash Flow: Water Meters

- Turnkey project cost: \$2,750,000
- Revenue projection: Additional \$157,000/yr, 5% rate increase
- Telecom savings: \$9,180 for 15 yrs, no rate increase
- O&M savings: \$10,000/yr, 3% rate increase
- Interest accrued during construction: \$88,000
- Total funded amount plus interest: \$2,838,000
- 20-year financing term, 4.8% assumptive interest rate
- Construction term: 8 months

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total
Savings (\$)																					
Water Revenue	\$ 157,000	\$ 164,850	\$ 173,093	\$ 181,747	\$ 190,834	\$ 200,376	\$ 210,395	\$ 220,915	\$ 231,961	\$ 243,559	\$ 255,736	\$ 268,523	\$ 281,949	\$ 296,047	\$ 310,849	\$ 326,392	\$ 342,711	\$ 359,847	\$ 377,839	\$ 396,731	\$ 5,191,355
IT Savings	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180	\$ 9,180						\$ 137,700
O&M Savings	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 13,048	\$ 13,439	\$ 13,842	\$ 14,258	\$ 14,685	\$ 15,126	\$ 15,580	\$ 16,047	\$ 16,528	\$ 17,024	\$ 17,535	\$ 268,704
Total Annual Savings	\$ 176,180	\$ 184,330	\$ 192,882	\$ 201,854	\$ 211,270	\$ 221,149	\$ 231,516	\$ 242,394	\$ 253,808	\$ 265,786	\$ 278,356	\$ 291,546	\$ 305,387	\$ 319,912	\$ 335,155	\$ 341,971	\$ 358,758	\$ 376,375	\$ 394,864	\$ 414,266	\$ 5,597,759
Ongoing Costs																					
M&V					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software/Cellular Cost	\$ 10,602	\$ 10,920	\$ 11,247	\$ 11,585	\$ 11,932	\$ 12,290	\$ 12,659	\$ 13,039	\$ 13,430	\$ 13,883	\$ 50,053	\$ 51,554	\$ 53,101	\$ 54,694	\$ 56,335	\$ 58,025	\$ 59,765	\$ 61,558	\$ 63,405	\$ 65,307	\$ 695,384
Total Ongoing Costs	\$ 10,602	\$ 10,920	\$ 11,247	\$ 11,585	\$ 11,932	\$ 12,290	\$ 12,659	\$ 13,039	\$ 13,430	\$ 13,883	\$ 50,053	\$ 51,554	\$ 53,101	\$ 54,694	\$ 56,335	\$ 58,025	\$ 59,765	\$ 61,558	\$ 63,405	\$ 65,307	\$ 695,384
Financing																					
Principal	\$ 30,008	\$ 39,488	\$ 49,833	\$ 61,106	\$ 73,375	\$ 86,709	\$ 101,184	\$ 116,881	\$ 133,886	\$ 152,238	\$ 135,582	\$ 154,184	\$ 174,319	\$ 196,093	\$ 219,621	\$ 235,638	\$ 262,583	\$ 291,645	\$ 322,968	\$ 658	\$ 2,838,000
Interest	\$ 135,570	\$ 133,922	\$ 131,801	\$ 129,163	\$ 125,963	\$ 122,150	\$ 117,672	\$ 112,473	\$ 106,492	\$ 99,665	\$ 92,721	\$ 85,807	\$ 77,967	\$ 69,125	\$ 59,200	\$ 48,308	\$ 36,410	\$ 23,172	\$ 8,490	\$ 3	\$ 1,716,076
Total Lease Payment	\$ 165,578	\$ 173,410	\$ 181,635	\$ 190,269	\$ 199,338	\$ 208,859	\$ 218,857	\$ 229,355	\$ 240,378	\$ 251,903	\$ 228,303	\$ 239,992	\$ 252,286	\$ 265,218	\$ 278,820	\$ 283,946	\$ 298,993	\$ 314,817	\$ 331,459	\$ 661	\$ 4,554,076
Total Costs	\$ 176,180	\$ 184,330	\$ 192,882	\$ 201,854	\$ 211,270	\$ 221,149	\$ 231,516	\$ 242,394	\$ 253,808	\$ 265,786	\$ 278,356	\$ 291,546	\$ 305,387	\$ 319,912	\$ 335,155	\$ 341,971	\$ 358,758	\$ 376,375	\$ 394,864	\$ 65,968	\$ 5,249,460
Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 348,298	\$ 348,298
Guaranteed Savings	\$ 176,180	\$ 184,330	\$ 192,882	\$ 201,854	\$ 211,270	\$ 221,149	\$ 231,516	\$ 242,394	\$ 253,808	\$ 265,786	\$ 278,356	\$ 291,546	\$ 305,387	\$ 319,912	\$ 335,155	\$ 341,971	\$ 358,758	\$ 376,375	\$ 394,864	\$ 65,968	\$ 5,597,759

Alternative Scenarios: Water Meters

- Cash flow can tolerate an interest rate up to 5.2% with no other variables changed (currently at 4.8%).
- Cash flow can tolerate a project cost increase up to 4% with no other variables changed.
- If \$500k congressional request is awarded, loan could go down from a 20-year financing term to 15 or 16 years.
- If applying for the DOLA grant, we could not go under contract until September and work would not start until October. More than likely work would start in Spring of 2026 due to weather and customer availability. Further cost increases could be incurred.
- If the City would like to continue Measurement & Verification services past year 3, cost would be around \$10,300 annually for technical reporting and revenue guarantees.



Cash Flow: Facility Improvements

- Turnkey project cost: \$1,100,000
- Utility savings: \$3,000 with 5% rate increase
- Telecom savings: \$98,808 for 15 yrs, no rate increase
- O&M savings: None accounted for; but LED lights last up to 15 years
- Capital contribution from general fund: \$60,000
- Interest accrued during construction: \$54,808
- Total funded amount plus interest: \$1,094,080
- 15-year financing term, 4.8% assumptive interest rate
- Construction term: 13 months

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
Savings (\$)																
Utility Savings	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940	\$ 64,736
IT Savings	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 98,808	\$ 1,482,120
O&M Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Savings	\$ 101,808	\$ 101,958	\$ 102,116	\$ 102,281	\$ 102,455	\$ 102,637	\$ 102,828	\$ 103,029	\$ 103,240	\$ 103,462	\$ 103,695	\$ 103,939	\$ 104,196	\$ 104,465	\$ 104,748	\$ 1,546,856
Costs																
M&V	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Ongoing Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal	\$ 50,391	\$ 53,017	\$ 55,780	\$ 58,686	\$ 61,743	\$ 64,959	\$ 68,343	\$ 71,902	\$ 75,646	\$ 79,584	\$ 83,727	\$ 88,086	\$ 92,670	\$ 97,493	\$ 92,052	\$ 1,094,080
Interest	\$ 51,417	\$ 48,941	\$ 46,336	\$ 43,595	\$ 40,711	\$ 37,677	\$ 34,486	\$ 31,128	\$ 27,595	\$ 23,878	\$ 19,967	\$ 15,853	\$ 11,525	\$ 6,972	\$ 2,189	\$ 442,269
Total Lease Payment	\$ 101,808	\$ 101,958	\$ 102,116	\$ 102,281	\$ 102,455	\$ 102,637	\$ 102,828	\$ 103,029	\$ 103,240	\$ 103,462	\$ 103,695	\$ 103,939	\$ 104,196	\$ 104,465	\$ 94,241	\$ 1,536,349
Total Financing Costs	\$ 101,808	\$ 101,958	\$ 102,116	\$ 102,281	\$ 102,455	\$ 102,637	\$ 102,828	\$ 103,029	\$ 103,240	\$ 103,462	\$ 103,695	\$ 103,939	\$ 104,196	\$ 104,465	\$ 94,241	\$ 1,536,349
Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,507	\$ 10,507
Guaranteed Savings	\$ 101,808	\$ 101,958	\$ 102,116	\$ 102,281	\$ 102,455	\$ 102,637	\$ 102,828	\$ 103,029	\$ 103,240	\$ 103,462	\$ 103,695	\$ 103,939	\$ 104,196	\$ 104,465	\$ 94,241	\$ 1,546,856

Alternative Scenarios: Facility Improvements

- If the City can contribute up to \$250,000 in capital for lights & windows, the loan could go from 15 years to 12 years.
- HPC still needs to approve plans for the HVAC unit for Memorial Hall.
- If the City applies for a single loan as opposed to two separately (water meters + facilities), interest rates could be more favorable. Finance can appropriate payments from enterprise and general funds on the back end.

CO Energy Office Cost Worksheet

A	B	C	D	E	F	G	H	
		Project Costing Categories	IGA Contract Maximum % of Total Project Cost	Final IGA Calculated % of Total Project Cost	Actual Final IGA Cost	Sub-Totals	Totals	Notes
1	Investment Grade Audit (IGA)							
2		Total Facility Area	42,164		42,164			
3		\$ / Sq Ft	\$ 0.250		\$0.25			
4		Investment Grade Audit Total Cost				\$ 25,797		Base Cost (Buildings \$10,541) + Non-Typical Facility Cost (Water Meters \$15,256)
5								
6	Implementation Costs							
7		Pre-Construction Costs*						
8		Design and Other Engineering	7.50%	7.50%	\$ 264,128			
9		Pre-Construction Services	5.50%	5.50%	\$ 193,694			
10		Other Pre-Construction Costs	2.00%	2.00%	\$ 70,434			
11		Pre-Construction Cost Subtotal		15.00%		\$ 528,255		
12		Construction Costs*						
13		Trade Subcontracts		15.73%	\$ 553,954			Water meter labor
14		Design/Build Subcontracts		18.16%	\$ 639,430			Mechanical, Lighting, Telecomm, Windows
15		Direct Purchase Equipment		28.93%	\$ 1,018,669			Includes water meters, automation shut off valves, and 10-years communication
16		Construction Management	6.50%	6.50%	\$ 228,911			Project Management, Site Superintendent
17		Project Engineering	3.00%	3.00%	\$ 105,651			Final project design, planning, and construction documentation related to project outcome
18		General Conditions	4.00%	4.00%	\$ 140,868			Safety, Field Office, General Administration, Indirect Costs of Construction
19		Construction Completion	5.00%	5.00%	\$ 176,085			Commissioning, O&M Closeout, M&V Setup, Training
20		Other Construction Costs	4.00%	4.00%	\$ 140,868			Const. Back Office, Tools, Warranty, P&P Bond, Insurance, Marketing
21		Construction Cost Subtotal		85.31%		\$ 3,004,436		
22	Implementation Costs Subtotal*						\$ 3,521,700	
23								
24	Profit*		9.00%	8.940%			\$ 348,300	
25								
26	Estimated Project Amount*						\$ 3,870,000	
27								
28	Contingency*		4.00%	0.00%			\$ -	
29								
30	Total Funded Amount*						\$ 3,895,797	



Memorandum

Title: First Reading Ordinance No. 0225 , An Ordinance Amending Section 12.06.020 of the Manitou Springs Municipal Code Concerning Permit Applications for Work in Public Rights of Way

From: Jeff Parker, City Attorney

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

March 18, 2025

Purpose:

To correct contradictory language for Municipal Code 12.06.020 - Permit application (for cutting street, alley, or other public way).

Background:

The current language for Municipal Code 12.06.020 is a bit contradictory. You really cannot get a permit bond in the form of a performance bond (as currently written in the Municipal Code). For work in the public right-of-way requiring a City permit, you can get a permit bond or provide cash. So, the City should accept either a permit bond or cash. The change to the code is removing the performance bond verbiage.

The difference between the Permit Bond and the Performance Bond is as follows:

Permit Bond. For work performed in the public right-of-way, a permit bond is the appropriate type of bond. It will protect the City from violations of the City's permit and City regulations governing right-of-way work (such as excavations). A permit bond essentially guarantees that the contractor will complete the work according to the permit conditions and applicable City regulations.

Performance Bond. For construction work performed on a City project (regardless of where it occurs), the City would want a payment bond and a performance bond. The payment bond will guarantee that the general contractor pays its subcontractors and material suppliers. The performance bond will guarantee that the general contractor completes the work according to the contract with the City.

Pros and Cons:

Pro: Corrects the language in the municipal code, clarifying the bond requirements for excavation permits.

Con: There are no cons.



Fiscal Impact:

N/A

Workload Impact:

Minimal

Recommended Action:

Move to approve on First Reading Ordinance No. 0225, an Ordinance amending Section 12.06.020 of the Manitou Springs Municipal Code concerning permit applications for work in public rights of way and set a public hearing for April 1, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard at second reading.

ORDINANCE

AN ORDINANCE AMENDING SECTION 12.06.020 OF THE MANITOU SPRINGS MUNICIPAL CODE CONCERNING PERMIT APPLICATIONS FOR WORK IN PUBLIC RIGHTS-OF-WAY

WHEREAS, Section 12.06.020 of the Manitou Springs Municipal Code contains contradictory language regarding the type of security required to receive a permit to conduct work in City rights-of-way; and

WHEREAS, the City Council desires to clarify that the City requires a permit bond or cash to secure performance of a permittee conducting work in the City's right-of-way.

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

Section 1. Section 12.06.020 of the Manitou Springs Municipal Code is hereby amended to read as follows:

Application forms for street, alley or other public way closure or partial obstruction, and for the cutting of such street, alley or other public way are available in the City Administration Office at City Hall at 606 Manitou Avenue, Manitou Springs, Colorado. A completed application shall contain the identity, address and telephone number of the applicant, a statement of the need or reason for requesting the permit, a statement of the proposed location and nature of closure or obstruction, a statement of the times of day or period of time which the applicant expects to maintain the closure or obstruction, any conditions which the applicant is willing to volunteer having placed on the permit, and an indemnification of the city for any claims, losses or liabilities arising from the granting of the permit. Incomplete applications will not be accepted by the city. If an application is received and, upon review, deemed to be incomplete, it shall be returned to the applicant with a letter rejecting the application as incomplete and specifying how the application is incomplete. A permit bond or cash in an amount set by resolution of the city council is required for work in all streets, alleys and other public ways.

Section 2. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 4. This ordinance shall take effect five (5) days after publication following final passage.

Passed on first reading and ordered published this 18th day of March 2025.

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the April 1, 2025, City Council meeting. The City Council Meeting will be held at 6:00 P.M. at City Hall, 606 Manitou Avenue, Manitou Springs, Colorado.

Ordinance Published: March 19, 2025. (in full)

City's Official Website and City Hall

Application forms for street, alley or other public way closure or partial obstruction, and for the cutting of such street, alley or other public way are available in the City Administration Office at City Hall at 606 Manitou Avenue, Manitou Springs, Colorado. A completed application shall contain the identity, address and telephone number of the applicant, a statement of the need or reason for requesting the permit, a statement of the proposed location and nature of closure or obstruction, a statement of the times of day or period of time which the applicant expects to maintain the closure or obstruction, any conditions which the applicant is willing to volunteer having placed on the permit, and an indemnification of the city for any claims, losses or liabilities arising from the granting of the permit. Incomplete applications will not be accepted by the city. ~~In the event that~~If an application is received and, upon review, deemed to be incomplete, it shall be returned to the applicant with a letter rejecting the application as incomplete and specifying ~~in what particulars~~how the application is incomplete. A permit bond ~~or cash~~ in an amount set by resolution of the city council is required for work in all streets, alleys and other public ways. ~~The applicant shall provide the permit bond to the city either in the form of a performance bond in the amount set by resolution of the city council, or in cash. A letter of credit is not acceptable in lieu thereof.~~