



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

August 19, 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. August 5, 2025 City Council Regular Meeting Minutes
 - 3. Request to Approve the Professional Services Agreement with Rocksol Consulting Group for Creek Walk Phase 4 Construction Support Services
 - 4. Request to Approve a Professional Services Agreement with Hord Coplan Macht Inc. for Soda Springs Park Phase III Construction Drawings
 - 5. Request to Approve a General Services Agreement with 633 Construction LLC for Sandra Lane repairs
 - 6. Fund Transfer from Phase 2 to Phase 1 - Hiawatha Gardens
- G. BUSINESS**
 - 1. Appointment of Darlene Kennedy to the URA Board of Directors

2. Resolution No. 1225, A Resolution of the City of Manitou Springs, Colorado Approving an Intergovernmental Agreement Between the El Paso County Clerk and Recorder and the City of Manitou Springs Regarding the Conduct of a Coordinated Election on November 4, 2025
3. Approval of Emergency Ordinance No. 1725, An Emergency Ordinance of the City of Manitou Springs, Colorado, Authorizing the Execution and Delivery of a Base Lease, A Lease Purchase Agreement, An Escrow Agreement and Related Documents in Connection with the Acquisition and Improvement of Certain Facilities for City Purposes; Approving the Forms of Such Documents, Ratifying Action Previously Taken Concerning the Referenced Documents; and Providing for other Matters Relating Thereto

H. HEARINGS

1. Public Hearing to Consider Issuance of a New Entertainment Facility Liquor License at 404 Manitou Avenue, Z Golf Food & Beverage Services, LLC, dba Briarhurst Manor Estate by Wedgewood Weddings
2. Second Reading and Public Hearing of Ordinance No. 1625, An Ordinance Submitting a Ballot Issue to the Registered Electors of the City of Manitou Springs at the City's November 4, 2025 Regular Election to Increase the Excise Tax on Ticket Sales and Admission Fees and to Permit the City Council to Decrease and Increase Such Excise Tax

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

J. CITY ADMINISTRATOR REPORT

K. EXECUTIVE SESSION

1. An Executive Session to hold a conference with the City Attorney for legal advice pursuant to Section 5.1(c) of the Manitou Springs Home Rule Charter, concerning *Manitou and Pikes Peak Railway Company v. City of Manitou Springs Colorado*, El Paso County District Court Case No. 2025CV30766

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: Rebecca Davis, CPFO, Finance Director
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

August 19, 2025

Purpose:

To present warrants, written from July 1, 2025, through July 31, 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:

Total checks written: 234

Total amount: \$1,389,324

Workload Impact:

30 minutes (due to not knowing the correct report to print)

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	
07/25	07/24/2025	251231	144638	KUMAR & ASSOCIATES, INC.	55-202-100	927.50-	V
07/25	07/16/2025	251545	384	CLEARWAY ENERGY GROUP	10-202-100	6,613.22-	V
07/25	07/03/2025	251599	145724	AMAZON CAPITAL SERVICES	10-202-100	267.43	
07/25	07/03/2025	251600	358	BOUND TREE MEDICAL,LLC.	10-202-100	649.42	
07/25	07/03/2025	251601	20220161	BUTTERFLY PAVILION	10-202-100	750.00	
07/25	07/03/2025	251602	20221093	CANO CUSTOM LANDSCAPES, LLC	39-202-100	9,700.00	
07/25	07/03/2025	251603	615	CARDMEMBER SERVICE	10-202-100	1,001.44	
07/25	07/03/2025	251604	848	CENTURYLINK	10-202-100	413.40	
07/25	07/03/2025	251605	530	CIVICPLUS	10-202-100	16,669.80	
07/25	07/03/2025	251606	202166	CLEARGOV INC	10-202-100	4,986.23	
07/25	07/03/2025	251607	163	COMPLETE LIGHTING OF COLORADO	10-202-100	285.00	
07/25	07/03/2025	251608	20221123	DAVISON, ZACHARY	10-202-100	99.40	
07/25	07/03/2025	251609	20220140	ECOSWEEPING INC	55-202-100	5,280.00	
07/25	07/03/2025	251610	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	10-202-100	746.00	
07/25	07/03/2025	251611	321	EL PASO COUNTY SHERIFFS OFFICE	10-202-100	12,500.00	
07/25	07/03/2025	251612	1085	FLEMING MASONRY, INC	10-202-100	122.00	
07/25	07/03/2025	251613	202194	HAMMERS CONSTRUCTION INC	10-202-100	84,081.65	
07/25	07/03/2025	251614	20220738	HARBOR FREIGHT COMMERCIAL ACCOUNT	53-202-100	403.48	
07/25	07/03/2025	251615	436	HOME DEPOT CREDIT SERVICES	10-202-100	36.90	
07/25	07/03/2025	251616	20220682	LANDO EXCAVATION LLC	10-202-100	5,900.00	
07/25	07/03/2025	251617	295	LINDSAY PRECAST, INC.	55-202-100	10,515.00	
07/25	07/03/2025	251618	142003	MASTER BLASTER, INC.	10-202-100	1,160.00	
07/25	07/03/2025	251619	145606	MILE HIGH ACE HARDWARE	10-202-100	79.15	
07/25	07/03/2025	251620	20200300	MORENO, MARCUS	10-202-100	4,850.00	
07/25	07/03/2025	251621	2021089	NATIONSEARCH.COM LLC	10-202-100	143.30	
07/25	07/03/2025	251622	20221108	NEARMAP US, INC	10-202-100	8,000.00	
07/25	07/03/2025	251623	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	95.94	
07/25	07/03/2025	251624	242	PETTY CASH - FINANCE	10-202-100	627.50	
07/25	07/03/2025	251625	749	RESPEC	52-202-100	1,852.55	
07/25	07/03/2025	251626	148850	ROCKY MOUNTAIN FIELD INSTITUTE	23-202-100	27,530.79	
07/25	07/03/2025	251627	20221042	ST JOHN, LARRY	10-202-100	178.39	
07/25	07/03/2025	251628	20200156	T2 SYSTEMS CANADA INC	55-202-100	2,732.12	
07/25	07/03/2025	251629	203	UTILITY NOTIFICATION CENTER OF COLORADO	52-202-100	86.42	
07/25	07/03/2025	251630	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	429.60	
07/25	07/16/2025	251631	20220024	WOLFCO COMMERCIAL SERVICES	10-202-100	.00	V
07/25	07/16/2025	251632	20220025	WOLFCO COMMERCIAL SERVICES	10-202-100	.00	V
07/25	07/16/2025	251633	20221128	YONKERS, ERIKA	10-202-100	.00	V
07/25	07/07/2025	251634	20220682	LANDO EXCAVATION LLC	52-202-100	100,000.00	
07/25	07/16/2025	251636	20221033	VIVID ENGINEERING GROUP INC	52-202-100	2,598.00	
07/25	07/17/2025	251637	20221134	915 MAN AVE LLC	01-202-100	119.45	
07/25	07/17/2025	251638	144506	ADVANCE AUTO PARTS	10-202-100	108.34	
07/25	07/17/2025	251639	20221132	ALDRIDGE, JEFF	01-202-100	171.26	
07/25	07/17/2025	251640	145724	AMAZON CAPITAL SERVICES	10-202-100	1,191.07	
07/25	07/17/2025	251641	145600	AMERICAN BATTERY CORPORATION	10-202-100	334.18	
07/25	07/17/2025	251642	20220677	ARTAIC GROUP, LLC	39-202-100	8,181.67	
07/25	07/17/2025	251643	20221133	BAUCH, ROBERT	01-202-100	144.31	
07/25	07/17/2025	251644	1410	BOBCAT OF THE ROCKIES	53-202-100	97.87	
07/25	07/17/2025	251645	726	BURLAP BAG	10-202-100	382.15	
07/25	07/17/2025	251646	170	CIRSA	10-202-100	122,173.20	
07/25	07/17/2025	251647	1	CITY OF MANITOU SPRINGS PETTY CASH	10-202-100	43.92	
07/25	07/17/2025	251648	530	CIVICPLUS	10-202-100	9,970.64	
07/25	07/17/2025	251649	384	CLEARWAY ENERGY GROUP	10-202-100	8,972.26	
07/25	07/17/2025	251650	684	COLORADO FIREFIGHTER HEART AND	10-202-100	1,568.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/17/2025	251651	177	COLORADO SPRINGS UTILITIES	53-202-100	54,064.68
07/25	07/17/2025	251652	830	CRAIG FIRE & SAFETY, INC	10-202-100	3,298.87
07/25	07/17/2025	251653	160177	CREATIVE ALLIANCE MANITOU SPRINGS	55-202-100	5,500.00
07/25	07/17/2025	251654	20220017	CYBERSOURCE CORPORATION	55-202-100	548.00
07/25	07/17/2025	251655	20220883	DIVISION OF CHILD SUPPORT	10-202-100	312.00
07/25	07/17/2025	251656	20220807	DUKOI, KRISTEN	10-202-100	343.80
07/25	07/17/2025	251657	20220140	ECOSWEEPING INC	55-202-100	5,940.00
07/25	07/17/2025	251658	132	FLYING PIG FARM LLC	29-202-100	4,850.00
07/25	07/17/2025	251659	20220686	GC MECHANICAL LLC	52-202-100	425.00
07/25	07/17/2025	251660	1038	HARDING NURSERY	10-202-100	93.95
07/25	07/17/2025	251661	436	HOME DEPOT CREDIT SERVICES	52-202-100	1,653.60
07/25	07/17/2025	251662	20200145	HR PERFORMANCE SOLUTIONS	10-202-100	7,531.92
07/25	07/17/2025	251663	1250	INTELLICHOICE, INC.	10-202-100	6,961.59
07/25	07/17/2025	251664	20221135	JEROME. STEPHANIE	29-202-100	1,500.00
07/25	07/17/2025	251665	20221130	JOHANSEN, ROBERT	01-202-100	94.34
07/25	07/17/2025	251666	144638	KUMAR & ASSOCIATES, INC.	39-202-100	2,489.25
07/25	07/17/2025	251667	144777	L.N. CURTIS & SONS	10-202-100	104.00
07/25	07/18/2025	251668	20220682	LANDO EXCAVATION LLC	52-202-100	.00 V
07/25	07/17/2025	251669	20221138	LENSKI, NIKOLAS J	10-202-100	500.00
07/25	07/17/2025	251670	20221129	MACKIE, ADAM	01-202-100	340.05
07/25	07/17/2025	251671	1009	MARCUS ELECTRIC LLC	10-202-100	888.00
07/25	07/17/2025	251672	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	822.85
07/25	07/17/2025	251673	145606	MILE HIGH ACE HARDWARE	10-202-100	37.56
07/25	07/17/2025	251674	2021089	NATIONSEARCH.COM LLC	55-202-100	166.85
07/25	07/17/2025	251675	20221131	NMR ENTERPRISE	01-202-100	121.66
07/25	07/17/2025	251676	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	5.99
07/25	07/17/2025	251677	20220774	ORGANIC GARDENING SERVICES LLC	10-202-100	1,872.72
07/25	07/17/2025	251678	2020012	PARKING LOGIX INC	55-202-100	4,835.85
07/25	07/17/2025	251679	160404	PIKES PEAK POLARIS	55-202-100	1,497.12
07/25	07/17/2025	251680	20220736	PIPESTONE EQUIPMENT AN IMPEL COMPANY	52-202-100	14,449.00
07/25	07/17/2025	251681	18922	PREFERRED DOCUMENT SOLUTIONS	10-202-100	57.49
07/25	07/17/2025	251682	20220913	PURCELL TIRE & SERVICE CENTERS	10-202-100	1,283.33
07/25	07/17/2025	251683	20211013	RH BORDEN	53-202-100	1,755.00
07/25	07/17/2025	251684	391	RICK'S GARDEN CENTER	54-202-100	1,397.24
07/25	07/17/2025	251685	529	ROCKY MOUNTAIN RESERVE	10-202-100	161.50
07/25	07/17/2025	251686	144342	ROCKY TOP RESOURCES, INC.	52-202-100	921.60
07/25	07/17/2025	251687	170027	SAVATREE LLC	10-202-100	1,000.00
07/25	07/17/2025	251688	143	SCHMIDT CONSTRUCTION	10-202-100	420.20
07/25	07/17/2025	251689	2020047	SECURITY METRICS	10-202-100	36.00
07/25	07/17/2025	251690	20200287	SHELDON'S AUTO REPAIR	10-202-100	241.49
07/25	07/17/2025	251691	20221137	SWANK MOTION PICTURES, INC.	10-202-100	820.00
07/25	07/17/2025	251692	20220380	TAKE 5 CAR WASH	10-202-100	133.00
07/25	07/17/2025	251693	160263	TALL TIMBERS TREE & SHRUB SERVICE INC	10-202-100	500.00
07/25	07/17/2025	251694	940	TIMBER LINE ELECTRIC	52-202-100	2,773.00
07/25	07/17/2025	251695	20200170	UNITED SITE SERVICES	10-202-100	737.00
07/25	07/17/2025	251696	10064	WASTE CONNECTIONS	10-202-100	1,515.60
07/25	07/17/2025	251697	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	546.36
07/25	07/17/2025	251698	20221136	WHITE, TONY	01-202-100	198.36
07/25	07/17/2025	251699	20200273	WOLFCO COMMERCIAL SERVICES	10-202-100	425.00
07/25	07/17/2025	251700	20220024	WOLFCO COMMERCIAL SERVICES	10-202-100	135.00
07/25	07/17/2025	251701	20220025	WOLFCO COMMERCIAL SERVICES	10-202-100	165.00
07/25	07/17/2025	251702	20220358	WOLFCO COMMERCIAL SERVICES	10-202-100	100.00
07/25	07/17/2025	251703	20221128	YONKERS, ERIKA	10-202-100	500.00
07/25	07/18/2025	251704	20200132	ALLEN, MICHAEL T	10-202-100	1,925.00
07/25	07/18/2025	251705	145724	AMAZON CAPITAL SERVICES	10-202-100	458.16
07/25	07/18/2025	251706	144519	APEX SPORTS, INC.	10-202-100	41.25
07/25	07/18/2025	251707	20220677	ARTAIK GROUP, LLC	55-202-100	6,250.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/18/2025	251708	20220880	AUTOMATED BUSINESS PRODUCTS OF COLORAD	10-202-100	11.68
07/25	07/18/2025	251709	726	BURLAP BAG	10-202-100	112.10
07/25	07/18/2025	251710	1516	CASELLE INC	10-202-100	2,052.00
07/25	07/18/2025	251711	2021025	CHAVEZ CONSULTING INC	10-202-100	6,468.75
07/25	07/18/2025	251712	20221139	COLEMAN, LEILANI	29-202-100	750.00
07/25	07/18/2025	251713	20221004	DETECTACHEM, INC.	10-202-100	118.58
07/25	07/18/2025	251714	1024	GOODYEAR AUTO SERVICE CTR	10-202-100	221.80
07/25	07/18/2025	251715	568	HEALTHCARE MEDICAL WASTE SERVICES	10-202-100	230.00
07/25	07/18/2025	251716	15009	JR ENGINEERING LLC	55-202-100	13,422.50
07/25	07/18/2025	251717	106	MANITOU SPRINGS CHAMBER OF COMMERCE	10-202-100	137,313.75
07/25	07/18/2025	251718	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	310.00
07/25	07/18/2025	251719	2021089	NATIONSEARCH.COM LLC	10-202-100	136.70
07/25	07/18/2025	251720	20221067	NTIVIA ACCOUNTING DEPT	10-202-100	16,506.46
07/25	07/18/2025	251721	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	46.96
07/25	07/18/2025	251722	20220076	PATROL PC	10-202-100	253.52
07/25	07/18/2025	251723	138	PHIL LONG MOTOR CITY	55-202-100	5,400.62
07/25	07/18/2025	251724	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	1,808.74
07/25	07/18/2025	251725	20200287	SHELDON'S AUTO REPAIR	10-202-100	427.41
07/25	07/18/2025	251726	20220331	VERIZON CONNECT FLEET USA LLC	55-202-100	789.45
07/25	07/18/2025	251727	20220675	WEISBURG LANDSCAPE MAINTENANCE	52-202-100	1,140.75
07/25	07/18/2025	251728	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	161.52
07/25	07/23/2025	251729	145724	AMAZON CAPITAL SERVICES	10-202-100	192.76
07/25	07/23/2025	251730	144601	BADGER METER	52-202-100	55.00
07/25	07/23/2025	251731	358	BOUND TREE MEDICAL,LLC.	10-202-100	1,369.49
07/25	07/23/2025	251732	690	CENTURYLINK	10-202-100	.48
07/25	07/23/2025	251733	20220928	CHARGEPOINT INC	55-202-100	2,180.00
07/25	07/23/2025	251734	177	COLORADO SPRINGS UTILITIES	52-202-100	11,674.82
07/25	07/23/2025	251735	642	CORE & MAIN LP	54-202-100	1,217.02
07/25	07/23/2025	251736	1329	FALCON DISTRIBUTORS	10-202-100	77.95
07/25	07/23/2025	251737	160344	FLAIR DATA SYSTEMS	10-202-100	8,340.53
07/25	07/23/2025	251738	436	HOME DEPOT CREDIT SERVICES	10-202-100	72.84
07/25	07/23/2025	251739	20221104	IICON CONSTRUCTION COLORADO LLC	55-202-100	270,550.01
07/25	07/23/2025	251740	144726	INTERNAL REVENUE SERVICE	10-202-100	294.95
07/25	07/23/2025	251741	1118	MELCON COMMUNICATIONS LLP	10-202-100	3,050.00
07/25	07/23/2025	251742	145606	MILE HIGH ACE HARDWARE	10-202-100	243.72
07/25	07/23/2025	251743	20221086	NOMATIX	55-202-100	781.25
07/25	07/23/2025	251744	2021058	OCCUPATIONAL HEALTH CENTERS OF THE SW	10-202-100	90.00
07/25	07/23/2025	251745	20220844	PALADIN TECHNOLOGIES (USA) INC	10-202-100	600.00
07/25	07/23/2025	251746	2020012	PARKING LOGIX INC	55-202-100	18,000.00
07/25	07/23/2025	251747	138	PHIL LONG MOTOR CITY	10-202-100	705.00
07/25	07/23/2025	251748	20220576	PIKES PEAK BULLETIN	10-202-100	1,325.00
07/25	07/23/2025	251749	2021028	RATIO ARCHITECTS, LLC	39-202-100	27,084.52
07/25	07/23/2025	251750	749	RESPEC	52-202-100	3,202.50
07/25	07/23/2025	251751	143	SCHMIDT CONSTRUCTION	10-202-100	75.40
07/25	07/23/2025	251752	17001	STAPLES BUSINESS ADVANTAGE	10-202-100	339.21
07/25	07/23/2025	251753	20200156	T2 SYSTEMS CANADA INC	55-202-100	11,915.52
07/25	07/23/2025	251754	20220751	TEMP FENCE USA	55-202-100	190.00
07/25	07/23/2025	251755	148821	UCHEALTH MEDICAL GROUP	10-202-100	45.00
07/25	07/23/2025	251756	20200170	UNITED SITE SERVICES	55-202-100	6,697.00
07/25	07/23/2025	251757	160197	VERMEER SOUTH	10-202-100	232.45
07/25	07/23/2025	251758	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	901.92
07/25	07/23/2025	251759	551	XEROX FINANCIAL SVCS/MARLIN LEASING CORP	10-202-100	246.75
07/25	07/25/2025	251760	145724	AMAZON CAPITAL SERVICES	10-202-100	123.43
07/25	07/25/2025	251761	150049	BMI	10-202-100	446.00
07/25	07/25/2025	251762	20221141	BROWN, KARLEIGH	29-202-100	750.00
07/25	07/25/2025	251763	436	HOME DEPOT CREDIT SERVICES	10-202-100	161.55
07/25	07/25/2025	251764	20220844	PALADIN TECHNOLOGIES (USA) INC	10-202-100	600.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/25/2025	251765	20220576	PIKES PEAK BULLETIN	10-202-100	442.75
07/25	07/25/2025	251766	20221125	SPANISH CONNECTION, LLC	10-202-100	83.60
07/25	07/25/2025	251767	2022003	STRIDER, MANDY	10-202-100	322.00
07/25	07/25/2025	251768	145724	AMAZON CAPITAL SERVICES	10-202-100	9.98
07/25	07/25/2025	251769	20220677	ARTAIC GROUP, LLC	39-202-100	225.00
07/25	07/25/2025	251770	20221116	BERNAT, BRIELLE	10-202-100	100.00
07/25	07/25/2025	251771	517	DANU FATT	10-202-100	100.00
07/25	07/25/2025	251772	20220996	HARRALSON, ALICIA	10-202-100	720.00
07/25	07/25/2025	251773	15009	JR ENGINEERING LLC	53-202-100	878.75
07/25	07/25/2025	251774	20220682	LANDO EXCAVATION LLC	52-202-100	131,931.85
07/25	07/25/2025	251775	20221142	STRAIGHT UP SEWERS	10-202-100	1,000.00
07/25	07/25/2025	251776	20220302	TORRES, JASMIN	10-202-100	500.00
07/25	07/28/2025	251777	144506	ADVANCE AUTO PARTS	10-202-100	346.42
07/25	07/28/2025	251778	145724	AMAZON CAPITAL SERVICES	10-202-100	309.98
07/25	07/28/2025	251779	137	BILL'S EQUIPMENT AND SUPPLY INC	10-202-100	21.45
07/25	07/28/2025	251780	726	BURLAP BAG	10-202-100	200.00
07/25	07/28/2025	251781	615	CARDMEMBER SERVICE	10-202-100	9,078.86
07/25	07/28/2025	251782	530	CIVICPLUS	10-202-100	16,495.41
07/25	07/28/2025	251783	350	COLORADO COMPRESSED GASES	10-202-100	24.90
07/25	07/28/2025	251784	160344	FLAIR DATA SYSTEMS	10-202-100	2,069.15
07/25	07/28/2025	251785	436	HOME DEPOT CREDIT SERVICES	10-202-100	894.88
07/25	07/28/2025	251786	594	HORD, COPLAN, MACHT	39-202-100	3,232.05
07/25	07/28/2025	251787	347	JOHNSTONE SUPPLY	10-202-100	40.00
07/25	07/28/2025	251788	144777	L.N. CURTIS & SONS	10-202-100	1,068.48
07/25	07/28/2025	251789	56	LOWE'S	10-202-100	27.97
07/25	07/28/2025	251790	20220734	MALLORY SAFETY & SUPPLY LLC	10-202-100	69.13
07/25	07/28/2025	251791	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	39.80
07/25	07/28/2025	251792	577	MIDWEST BARRICADE-SIGN CENTER	10-202-100	754.00
07/25	07/28/2025	251793	145606	MILE HIGH ACE HARDWARE	10-202-100	74.60
07/25	07/28/2025	251794	2021089	NATIONSEARCH.COM LLC	10-202-100	129.00
07/25	07/28/2025	251795	194	RAMPART	10-202-100	792.79
07/25	07/28/2025	251796	391	RICK'S GARDEN CENTER	10-202-100	211.61
07/25	07/28/2025	251797	170027	SAVATREE LLC	10-202-100	224.00
07/25	07/28/2025	251798	145602	SITEONE LANDSCAPE SUPPLY	54-202-100	599.53
07/25	07/28/2025	251799	20221106	GROUND ENGINEERING CONSULTANTS, INC	55-202-100	927.50
07/25	07/31/2025	251800	37	AFLAC	10-202-100	34.40
07/25	07/31/2025	251801	145724	AMAZON CAPITAL SERVICES	39-202-100	2,845.80
07/25	07/31/2025	251802	20221151	ANS SERVICES LLC	39-202-100	6,800.00
07/25	07/31/2025	251803	20220180	BATTERIES + BULBS #090	52-202-100	26.05
07/25	07/31/2025	251804	726	BURLAP BAG	10-202-100	234.20
07/25	07/31/2025	251805	20221147	CALEE PARKER CREATIVE	10-202-100	595.00
07/25	07/31/2025	251806	615	CARDMEMBER SERVICE	55-202-100	5,052.56
07/25	07/31/2025	251807	20221148	CONLEY, DAVID	23-202-100	161.36
07/25	07/31/2025	251808	642	CORE & MAIN LP	52-202-100	736.20
07/25	07/31/2025	251809	682	FP MAILING SOLUTIONS	10-202-100	104.85
07/25	07/31/2025	251810	20221106	GROUND ENGINEERING CONSULTANTS, INC	55-202-100	4,301.41
07/25	07/31/2025	251811	681	HACH COMPANY	52-202-100	184.41
07/25	07/31/2025	251812	15009	JR ENGINEERING LLC	39-202-100	323.75
07/25	07/31/2025	251813	56	LOWE'S	53-202-100	75.02
07/25	07/31/2025	251814	746	MHC KENWORTH-COLORADO SPRINGS	10-202-100	263.00
07/25	07/31/2025	251815	145606	MILE HIGH ACE HARDWARE	10-202-100	210.77
07/25	07/31/2025	251816	20221086	NOMATIX	26-202-100	2,375.00
07/25	07/31/2025	251817	20220844	PALADIN TECHNOLOGIES (USA) INC	10-202-100	600.00
07/25	07/31/2025	251818	242	PETTY CASH - FINANCE	10-202-100	895.00
07/25	07/31/2025	251819	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	2,006.75
07/25	07/31/2025	251820	143	SCHMIDT CONSTRUCTION	52-202-100	390.00
07/25	07/31/2025	251821	20221096	SILVERBACK EXCAVATION, LLC	55-202-100	13,959.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/31/2025	251822	17001	STAPLES BUSINESS ADVANTAGE	55-202-100	95.59
07/25	07/31/2025	251823	20200156	T2 SYSTEMS CANADA INC	55-202-100	2,819.50
07/25	07/31/2025	251824	20221149	TEWS, CYNTHIA	01-202-100	22.41
07/25	07/31/2025	251825	144398	UNIVAR SOLUTIONS	52-202-100	3,088.15
07/25	07/31/2025	251826	10065	WASTE CONNECTIONS	10-202-100	978.39
07/25	07/31/2025	251827	10064	WASTE CONNECTIONS	10-202-100	4,417.64
07/25	07/31/2025	251828	202195	WATTERS H2O SERVICES	52-202-100	5,730.00
07/25	07/31/2025	251829	20221146	WHEELER, JESSICA	10-202-100	300.00
07/25	07/31/2025	251830	213	WHISLER INDUSTRIAL SUPPLY	53-202-100	162.08
07/25	07/16/2025	20250946	384	CLEARWAY ENERGY GROUP	10-202-100	2,359.04- V
Grand Totals:		234				1,389,324.47

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"



Memorandum

Title: August 5, 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

August 19, 2025

Purpose:

To review and approve the meeting minutes from the August 5, 2025 City Council meeting.

Background:

The City Council met in regular session on August 5, 2025.

Pros and Cons:

N/A

Fiscal Impact:

None.

Workload Impact:

Approximately two hours to attend the meeting and to prepare and review the minutes.

Recommended Action:

Approve the August 5, 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
August 5, 2025

The City Council of Manitou Springs met in Regular Session on Tuesday, August 5, 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 PM.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

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

D. APPROVAL OF AGENDA

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

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

Jordan Scott, 2020 North Academy Boulevard, Suite 261, Unit 2983, Colorado Springs, CO 80909, stated that he is a local investigative journalist. He expressed concern about Pride Fest in Manitou Springs and risky behavior during Pride events that are not family friendly. He requested that the city reevaluate future events.

Yolanda Edwards, 2020 North Academy Boulevard, Suite 261, Unit 2983, Colorado Springs, CO 80909, shared concerns about Pride Fest, citing harassment and unclear access to public parks. She reported receiving conflicting information from police and requested clearer guidance for future events.

F. CONSENT CALENDAR

1. July 15, 2025 City Council Regular Meeting Minutes
2. July 22, 2025 City Council Special Meeting Minutes
3. Approval of a General Services Agreement with West Fork Construction for the Creek Walk Trail Project

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

Councilor Chandler commented that the West Fork Construction contract was a long narrative and requested that a line item sheet be included in future contracts.

G. BUSINESS

1. Resolution No. 0925, A Resolution of the City of Manitou Springs, Colorado, Approving an IGA with the Pikes Peak Regional Transportation Authority Concerning the Reimbursement to the City for Hiawatha Gardens Architectural Services Performed by Workshop 40

Karen Rowe, Consultant with the City of Manitou Springs, noted that proper procedures were not followed in the past regarding the Pikes Peak Regional Transportation Authority (PPRTA) contracts. She explained that the contract had to be broken down and restructured to align with PPRTA requirements and obtain approval. She stated that they are carefully following the process now.

Councilor Chandler noted a couple typos in the Intergovernmental Agreement (IGA) including a date on the first page in the fourth paragraph, and an unidentified city on page two.

City Administrator Denise Howell reported that a former staff member did not follow the required PPRTA process. She confirmed the issue has been addressed, with Consultant Rowe now representing the City at PPRTA and ensuring proper documentation. Planning and Public Works staff have also been trained on the correct procedures.

Councilor Fortuin moved to approve Resolution No. 0925, A Resolution of the City of Manitou Springs, Colorado, Approving an IGA with the Pikes Peak Regional Transportation Authority Concerning the Reimbursement to the City for Hiawatha Gardens Architectural Services Performed by Workshop 40. The motion was seconded by Councilor Chandler. The motion was carried unanimously (7-0).

2. Resolution No. 1025, A Resolution of the City of Manitou Springs, Colorado, Approving a Land Donation Agreement and Authorizing the Acceptance of the Donation of Parcels of Real Property with El Paso County Assessor Parcel Numbers 74043-03-011, 74043-03-013, and 74043-03-015

Parks and Recreation Director Gillian Rossi shared that the three parcels are directly adjacent to Black Canyon Open Space and that the Open Space Advisory Committee (OSAC) voted unanimously in support of recommending approval of the donations.

Councilor Wolfe expressed appreciation for the estate of Gordon and Martha Price.

Councilor Whetherhult moved to approve Resolution No. 1025, A Resolution of the City of Manitou Springs, Colorado, Approving a Land Donation Agreement and Authorizing the Acceptance of the Donation of Parcels of Real Property with El Paso County Assessor Parcel Numbers 74043-03-011, 74043-03-013, and 74043-03-015. The motion was seconded by Councilor Fortuin. The motion carried unanimously (7-0).

3. Resolution No. 1125, A Resolution of the City of Manitou Springs, Colorado, Finding that the Construction of the Mesa Tank II Water Tank is Completed

Finance Director Rebecca Davis shared that a Department of Local Affairs (DOLA) grant was received and the city is now applying for final reimbursement, which requires official proof that the project is complete, in this case a resolution.

Councilor Chandler moved to approve Resolution No. 1125, A Resolution of the City of Manitou Springs, Colorado, Finding that the Construction of the Mesa Tank II Water Tank is Completed. The motion was seconded by Councilor Fortuin. The motion was carried unanimously (7-0).

4. First Reading of Ordinance No. 1625, An Ordinance Submitting a Ballot Issue to the Registered Electors of the City of Manitou Springs at the City's November 4, 2025 Regular Election to Increase the City's Excise Tax on Ticket Sales and Admission Fees

There was a general discussion about whether the ordinance could be amended to establish a range for the excise tax rate, up to 14%, and whether there would be any downside to allowing a flexible rate. City Attorney Jeff Parker advised that the ordinance could be amended to provide rate flexibility, allowing Council to adjust the rate in response to changing conditions, and that there is no legal downside to this approach.

Councilor Fortuin stated that she would prefer amending the verbiage to allow the flexibility of a range of rates.

City Attorney Parker recommended the following language for the suggested change to the ordinance:

"Shall City of Manitou Springs taxes be increased by \$2,500,000 annually in the first fiscal year, commencing January 1, 2026, and by such amounts as are raised annually

thereafter by adding an additional 9% to the City's current 5% excise tax rate on ticket sales and admission fees; and shall the rate of such tax be allowed to be decreased or increased by the Manitou Springs City Council without further voter approval, so long as the rate of the tax does not exceed 14%; and with the resulting tax revenue being allowed to be collected and spent by the City without regard to any expenditure, revenue-raising, or other limitation contained in Article 10, Section 20 of the Colorado Constitution or any other law".

There was a brief discussion regarding a discrepancy between the estimated revenue figure in the ordinance and what had previously been communicated to the residents, during which City Attorney Parker explained that under Tax Payer's Bill of Right's (TABOR), the estimate must be included and should be as accurate as possible. Overestimating could require refunds or additional approvals.

Councilor Shada confirmed with the City Attorney that if the measure passes as a flexible tax rate, then the City Council would be required to set the tax rate.

City Attorney Parker explained that the Council could adopt an ordinance in advance to set a tax rate effective January 1, 2026, contingent on the measure passing, or wait until after the measure passes to adopt an ordinance setting the rate. He also clarified that once the rate was set, the Council would only need to change the rate by ordinance as needed, similar to the city's marijuana flexible tax rate.

Councilor Fortuin moved to approve on first reading Ordinance No. 1625, An Ordinance Submitting a Ballot Issue to the Registered Electors of the City of Manitou Springs at the City's November 4, 2025 Regular Election to Increase the City's Excise Tax on Ticket Sales and Admission Fees as amended with City Attorney Parker's recommended language. The motion was seconded by Councilor Chandler. The motion was carried unanimously (7-0).

H. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Councilor Chandler reminded the public that anyone interested in running for Mayor or one of the three open ward positions on the Council that election candidate nomination packets are available at the City Clerk's Office starting August 5, 2025. She added that the deadline to submit the packets is August 25, 2025 at 5:00 PM.

Councilor Fortuin noted that there was police presence on Crystal Park Road to monitor for speeding. She added that the electronic sign that alerts drivers when they are speeding has burned out. Councilor Fortuin also announced that new owners have closed on El Colorado Lodge. Lastly, she shared that the Urban Renewal Authority (URA) has suggested improved wayfinding signage at Fields Park.

Councilor Wolfe shared that she was contacted by residents who live on Waltham Avenue, who reported loud music coming from the Agate Hill area. She explained that they reached out to the police and were told that the police do not have a decibel

reader. Councilor Wolfe suggested that the city obtain a decibel reader, if they do not already have one.

City Administrator Howell confirmed that the Police Department does have a decibel reader and that the situation was addressed by the police.

Mayor Graham announced that city boards and commissions presentations are scheduled for October 28, 2025. He added that due to the Election on November 4, 2025 and Veterans Day on November 11, 2025 the City Council will not be meeting on the first or second Tuesday in November.

I. CITY ADMINISTRATOR REPORT

City Administrator Howell reported on the following items:

- There will be a meeting for residents in City Hall on August 14, 2025, at 6:00 PM for the water meter change program.
- There will not be an annual budget retreat, due to the election and the deadline to present the budget by October 15, 2025.

ADJOURN

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

The meeting adjourned at 6:42 PM.

Attest:

John Graham, Mayor

Elena Krebs, City Clerk

If you need this document in an alternative format, such as large print, accessible PDF, or Braille, please contact the City Clerk's Office at cityclerk@manitouspringsco.gov or (719) 685-2554.



Memorandum

Title: Request to Approve the Professional Services Agreement with Rocksol Consulting Group for Creek Walk Phase 4 Construction Support Services

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

August 19, 2025

Purpose:

City Council to consider approving a construction contract with Rocksol Consulting Group LLC for the construction support services for Creek Walk Trail Phase 4.

Background:

Creek Walk Trail Phase 4, the construction of a 10' wide attached concrete sidewalk on the north side of Manitou Avenue from May Fair Avenue to Old Mans Trail, was advertised for Request for Qualifications for construction oversight. Rocksol Consulting Group was selected as the most qualified team. West Fork Construction is the Construction Contractor scheduled to start construction on September 2, 2025. With Federal Funded projects on the Colorado Department of Transportation (CDOT) Right of Way (ROW), it is critical to have construction support staff familiar with the Federal/CDOT requirements. The agreement with Rocksol allows Construction Support with proper federal compliance, which is critical for the City of Manitou Springs to remain in good standing with CDOT and Federal Highway Administration (FHWA) for their grants.

Timeline for the project:

- City Council Approve the Rocksol contract on August 19, 2025
- Complete CDOT process for Concurrence to Award by August 20, 2025
- Start construction by September 2, 2025
- Complete the sidewalk widening by October 24, 2025 before the Coffin Races.

Pros and Cons:

Pros: Approval of this contract will allow the Creek Walk Trail 4 project to remain on schedule and provide for sufficient staff to provide the required documentation.

Cons: If this contract is not signed, the City staff would not have the time and expertise



to oversee the construction of the project. Construction of Creek Walk Trail 4 would not be able to proceed.

Creek Walk Trail 4 will not be constructed in 2025 and the grant money will be in jeopardy.

Fiscal Impact:

Contract Amount: \$120,000

With approval of this contract the project will remain within the overall budget. The grants are in the amount of \$1,050,000 and need to be spent in a timely manner for construction by April 2026.

Workload Impact:

The City Engineer will need to provide oversight of the construction support staff for construction of the project and approve invoices. The City Engineer will be the engineer for construction oversight. Rocksol staff will provide the necessary documentation needed for this federal-aid project.

Recommended Action:

Approve the Professional Services Agreement with Rocksol Consulting Group for Creek Walk Phase 4 Construction Support Services through the approval of the consent calendar.

AGREEMENT FOR PROFESSIONAL SERVICES (Federal Funds)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (Single Project) is made and entered into this **20th day of August, 2025**, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Rocksol Consulting Group LLC**, an independent consultant with a principal place of business at 12076 Grant Street, Thorton, CO 80241 and phone number of 303-929-1580 ("Consultant") (collectively the "Parties").

WHEREAS, the City requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. COMMENCEMENT AND COMPLETION OF WORK

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed **One-hundred-twenty thousand Dollars (\$120,000.00)**. This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

B. Reimbursable Expenses Consultant may seek reimbursement from the City for traveling expenses when required and may include such on submitted invoices. The reimbursement items must be itemized and include daily breakdowns. The maximum allowable for Mileage Rates and Reasonable meals and Incidental Expenses are set by the General Services Administration (GSA) for the continental U.S. (www.gsa.gov).

Federal reimbursement rates (per diem, travel, mileage) the federal rates in August 2025 or as shown in the project cost worksheet as shown in Exhibit A:

Supplies – the actual cost of supplies necessary to complete the tasks associated with the Scope of Services in **Exhibit A**.

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

D. Final payment will be made after all documentation is received by the City, including but not limited to required documentation for projects funded by grants or federal loans and closeout documents and all work is completed to the City's standards.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

V. OWNERSHIP

A. The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the City and held as items of public record. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made

for hire,” Consultant hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work. Consultant warrants that none of the work will infringe on any intellectual property rights of third parties and will be an original work, provide that to the extent that the work is not an original work, Consultant warrants that it has the full right, title, and interest, to grant a worldwide, irrevocable, royalty-free license to the City to use such non-original portions of the work.

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property

damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

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

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

VIII. INDEMNIFICATION

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

other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the City may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TERMINATION AND REMEDIES

A. Consultant shall maintain an active SAM.gov registration from contract execution to project closeout.

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

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

X. FEDERAL COMPLIANCE REQUIREMENTS

A. It is also the responsibility of the Consultant to comply with the federal statutes and regulations cited in 2 CFR 200, Appendix II specifically

1. Administrative, contractual, or legal remedies
2. Termination for cause and for convenience
3. "Equal Employment Opportunity,"
4. Copeland "Anti-Kickback" Act,
5. Davis-Bacon Act,
6. Contract Work Hours and Safety Standards Act,
7. Regulations pertaining to reporting,
8. Patent rights,
9. Copyrights and rights in data,

10. Access by CDOT and FHWA to documents,
11. Retention of documents,
12. Clean Air Act, Clean Water Act, EPA regulations,
13. energy efficiency conservation.

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 Consultant and the City, superseding all prior oral or written communications.

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

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

To the City at bschmitt@manitouspringsco.gov

To Consultant at golden@rocksol.com

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

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

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

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

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

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

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

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

CITY OF MANITOU SPRINGS, COLORADO

Mayor John Graham

ATTEST:

Office of the City Clerk

CONSULTANT
S. Sll

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement for Professional Services (Federal Funds) was subscribed, sworn to and acknowledged before me this 13 day of August, 2025 by Saeid Saeb as President of Rocksol Consulting Group, Inc.

My commission expires:
(S E A L)

Jacqueline B Moore
Notary Public

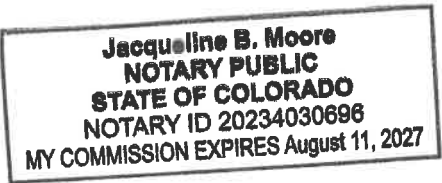


EXHIBIT A
SCOPE OF SERVICES

For details, see the attached Scope of Work dated and Fee Schedule dated August 8th, 2025, consisting of five (5) pages in total].

EXHIBIT B

Invoice Requirements Two (s) pages in total

EXHIBIT A
SCOPE OF SERVICES

For details, see the attached Scope of Work dated and Fee Schedule dated August 8th, 2025, consisting of five (5) pages in total].



Scope of Work

CITY OF MANITOU SPRINGS CREEKWALK TRAIL 4 Construction Support Project Numbers TAP M850-032 (24310) MTF M850-031 (24000)

Issued August 8, 2025

**606 Manitou Avenue
Manitou Springs, CO 80829**

Scope of work for Construction Support – City of Manitou Springs – Creekwalk Trail 4
Project Numbers: TAP M850-032 (24310) - MTF M850-031 (24000)
August 2025

SCOPE OF WORK

City Contact: Ben Schmitt, Public Services Director/City Engineer
Karen Rowe, Owner's Representative
Alicia Stoke, Administrative Support

Email: BSchmitt@manitouspringsco.gov
KRowe@manitouspringsco.gov
ASToke@manitouspringsco.gov

SCHEDULE OF EVENTS:

Contract Negotiated and Signed by Consultant August 13th, 2025
Contract approval City Council August 19th, 2025
Contract signed by City (if approved) August 20, 2025
Preconstruction Conference August 21, 2025 – 10:30am
Construction start Sept. 2, 2025
Construction complete End of October 2025
Final documentation submitted by end of calendar year 2025

BACKGROUND AND HISTORY

The City of Manitou Springs has advertised for construction Creekwalk Trail 4 along Manitou Ave. (US24E) within CDOT ROW for construction under CDOT Federal Grant funds. The project will remove and replace the sidewalk on the Northside of Manitou Ave. from Mayfair Ave. to Old Man's Trail with a concrete 10' Multi-modal trail with bulb outs, landscaping (irrigation), erosion control, drainage, removal of trees, drainage, and a set of timber stairs on the Westend to connect to the Creekwalk trail next to Fountain Creek. Creekwalk Trail 4 is a continuation of the Creekwalk Trail system that extends to the East.

CONSTRUCTION REQUIREMENTS

The low bid contractor is West Fork Construction.

The City will have an owner's representative available for coordination with Engineer of Record JR Engineering and the City Engineer/Public Works Director - Ben Schmitt.

The Consultant shall ensure staff assigned to the project are familiar with the plans, specifications, and bid items for this project.

Any Change Orders, Invoices, Design decisions shall be approved by the City Engineer and documented accordingly.

Provide a project engineer project lead who works with City staff, Owner's Rep, and the City Engineer to be responsible for:

- Construction Contractor coordination

Scope of work for Construction Support – City of Manitou Springs – Creekwalk Trail 4

Project Numbers: TAP M850-032 (24310) - MTF M850-031 (24000)

August 2025

- Oversight, inspection, documentation of the construction of the plans and specifications aligned with federal and state compliance
- Coordination of material testing when needed
- Conduct and document project meetings
- Inspect Traffic Control
- Inspect Erosion Control compliance in coordination with the City's Erosion Control Manager
- Review of the contractor's construction schedule
- Construction submittals and documentation requirements using CDOT software programs such as B2G and LCP Tracker.
- Davis-Bacon compliance and interviews
- The Project Engineer/Inspector does not need to have an engineering license.
- Coordination of Request for Information
- Negotiate and prepare Change Orders in compliance with federal and state requirements.
- Any work required under the CDOT manuals required for projects in their ROW and with federal requirements.

Additional project staff such as inspectors or staff for data entry for efficiency and expertise needed for Davis-Bacon and other EEO requirements.

Materials testing will be as needed on the project with access to a certified materials laboratory to perform all necessary testing required on the project.

A field office will not be provided or required. The City of Manitou Springs Public Works office is available as needed for the Project Engineer.

Consultant shall provide Personal Protective equipment and vehicles that have necessary safety requirements needed for full CDOT compliance on the CDOT ROW.

Consultant shall perform the work under contract with City, using the City's standard Professional Agreement, and will agree to provide services to the City for a period required for construction and final administration of paperwork until the project is accepted by CDOT and the City. Under the Professional Services Agreement, the City will negotiate individual work orders for each discrete task, including specific scope, schedule, and budget for the work task.

All work shall be completed to CDOT and Federal requirements as referenced in the CDOT Local agency manual as applicable and the latest versions of the CDOT Construction Manual, the CDOT CDOT Bridge Fabrication Inspection Manual, and CDOT Field Materials Manuals.

Contractor shall provide a central location for the Consultant, CDOT, and the City of Manitou Springs to keep project documentation not included in B2G or LCP Tracker.

Coordinate with CDOT as needed on the use of Pointman for any utilities installed in the CDOT ROW.

Billings The consultant shall:

- a. Enter into a contract with the City using the City's standard Professional Services Agreement on a time and materials basis
- b. Maintain required insurance coverage for the duration of the contract period as outlined in the contract.

Scope of work for Construction Support – City of Manitou Springs – Creekwalk Trail 4

Project Numbers: TAP M850-032 (24310) - MTF M850-031 (24000)

August 2025

- c. Operate as an independent company and will not be considered employee(s) of the City of Manitou Springs.
- d. Be paid on invoices as satisfactory work is completed and according the format outlined in the contract.

1. **Insurance and Bonding:** The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Manitou Springs and its agents as "additional insured".

Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG00 01/10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury and advertising liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; \$1,000,000 products and completed operations aggregate and \$50,000 on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision;

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of offerors' owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The City of Manitou Springs including officers, agents and designees shall be named as additional Insured for General and Auto Liability Insurance;

PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000 per Occurrence and \$3,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000;

RockSol Consulting Group

Type text here

Fee for services not to exceed

Key Personnel	Role	Title	Hours	* Rate	Total	Miles
Matt Golden	Project Manager	PM II	10	\$	\$2,195.00	144
Mike Morrell	Construction Manager	Const. Mgr IV	424	\$	\$79,809.52	1755
Gloria Hice-Idler	Civil Rights	Const. Mgr IV	26	\$	\$4,893.98	88
Depree Kimber	Head Tester	Technician II	34	\$	\$3,378.24	4800
Bryan Noll	Materials Tester	Technician I	195	\$	\$16,108.95	1755
Jessica Fletemeyer	Civil Rights	Civil Rights Mar	4	\$	\$526.84	0
Support Personnel						
Steve Gonser	Head Materials Tester	Lab Mgr	34	\$	\$4,960.94	200
Various	Accountant	Acct	10	\$	\$1,108.90	0

Mileage based on federal rate

* Rates were removed

8742 x \$0.70
Sub Totals \$112,982.37 \$6,119.40

Contract Total \$119,101.77

Contract amount rounded to \$120,000

*Note All Materials Testing, including individual lab tests and reports are not billed seperately, rather it is included in the time rate of the tester and lab manager.

Assumed project will start construction Sept. 2, 2025 and completion in late October with final closeout by end of 2025. Additional personnel are approved as needed on the project.

EXHIBIT B

Invoice Requirements Two (s) pages in total

1.0 Consultant - Professional Services Invoices format and communication

- Consultants shall provide the following information on each invoice submitted to the City Project Manager(s).
- Address invoice to the City Project Manager identified in the Contract:
- Your Contact Information: Clearly display your business name (or your name if you're a freelancer), physical address, phone number, email address, and optionally, your website.
- Client Information: Include the client's full legal name or business name, their address, and contact details.
- Unique Invoice Number: Assign a unique number to each invoice for easy tracking and record-keeping. You can use sequential numbers or incorporate dates or client-specific prefixes for better organization.
- Invoice Date: Specify the date the invoice is issued.
- Reference the overarching contract with details identified below
 - Contract/ Project Name and amendment number(s) if applicable
 - Amendment Contract Date: Specify the date the contract was amended if applicable.
- Detailed Breakdown of Services: Clearly list each service provided, including:
 - Narrative of the Services performed for this billing period :
 - Be specific. For instance, instead of "Consulting," write "Content strategy development for Q4 marketing campaigns."
 - Identify meetings attended for the project
 - Identify deliverables submitted
 - Other services at a higher level
 - Billing amounts shown in detail
 - Time and Materials
 - Hours Worked (if time and materials): If billing hourly, Provide the back-up to that demonstrates the time spent on each task and the Hourly rate for the positions or staff.
 - Expenses: Clearly itemize and document any pre-approved expenses
 - Mileage (if applicable)
 - Identify the miles and purpose of each trip
 - Identify the Mileage rates based on what is in the contract.
 - Other Expenses - Attach supporting documentation like receipts or internal documentation if required by the contract.
- Payment Terms: Clearly state your accepted payment methods if other than mail check and the payment due date (e.g., "Payment due within 30 days of invoice date"). Consider including any late payment policies or fees if applicable.
- Display the overall contract amount and remaining balance (if applicable)
 - Indicate Contract Value for Original contract and amendments.
 - Current Invoice amount
 - Previous Payments: Include a summary of all previous payments received and identify invoices still outstanding for the specific contract or project.

- Remaining Balance Due: Prominently display the remaining balance that still needs to be paid on the contract and each amendment.
- Email the invoice with the supporting information to the City Project Manager and if identified other City Staff such as the administrative assistant. Do not send invoices to the City Administrator unless directed.
- Look to receive a confirmation that the invoice has been received and is being entered for approval within two weeks – 10 business days.
- If no confirmation email is received, then send a reminder from the previous email as a reply all to check on the status.
- Check that payment has been made within 30 days following the confirmation email.
 - If no payment has been made, notify the project manager with the next monthly invoice submittal or by email asking the status of the payment.



Memorandum

Title: Request to Approve a Professional Services Agreement with Hord Coplan Macht Inc. for Soda Springs Park Phase III Construction Drawings

From: Gillian Rossi, Parks & Recreation Director; Benjamin Schmitt, Public Services Director/City Engineer; Danu Fatt, PARAB Chair

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

August 19, 2025

Purpose:

To request City Council's approval for the City to enter into a Professional Services Agreement with Hord Coplan Macht to produce construction drawings for the Soda Springs Park Phase III project.

Background:

Funding for construction drawings for Soda Springs Park Phase III was allocated for as part of the 2025 approved budget as a Capital Improvement Project. Hord Coplan Macht provided the construction drawings for Phase I and II of the Soda Spring Park project and was selected for Phase III this year after going through the Request for Proposal process.

Pros and Cons:

Pros: Once funding is identified for the construction of Soda Springs Park Phase III, the construction drawings will be available and ready for use.

Cons: None identified.

Fiscal Impact:

\$119,250.00

Workload Impact:

City staff on the project management team will meet with Hord Coplan Macht bi-weekly throughout this project.

Recommended Action:

Approve the professional services agreement with Hord Coplan Macht Inc. through the approval of the consent calendar.

AGREEMENT FOR PROFESSIONAL SERVICES (Single Project)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (Single Project) is made and entered into this **19th day of August, 2025**, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Hord Coplan Macht Inc.**, an independent consultant with a principal place of business at 1800 Wazee Street, Suite 450, Denver, CO, 80202 and phone number of 303-607-0977 ("Consultant") (collectively the "Parties").

WHEREAS, the City requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. COMMENCEMENT AND COMPLETION OF WORK

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed **One Hundred Nineteen Thousand and Two Hundred Fifty Dollars (\$119,250.00)**. This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

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

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

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

V. OWNERSHIP

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

B. Any content provided by Consultant as part of the Scope of Services that the City may post online for public access, as designated by the City in the Scope of Services, shall meet the Web Content Accessibility Guidelines (WCAG) 2.1 A & AA standards, as established by the World Wide Web Consortium (W3C) (the "*Accessibility Standards*"). The content must be designed and maintained to ensure its accessibility, operability, and

usability for individuals with disabilities. In the event of non-compliance with this requirement, Consultant shall promptly provide the City with a digital version of such content that meets the Accessibility Standards at no additional cost to the City.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

IX. TERMINATION

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

by the City's issuance of written notice, the City shall pay Consultant for all work authorized and completed prior to the date of termination.

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

X. MISCELLANEOUS

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

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

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

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

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

To the City at _grossi@manitouspringsco.gov

To Consultant at RBartling@hcm2.com

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

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

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

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

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

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

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

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

CITY OF MANITOU SPRINGS, COLORADO

Mayor John Graham

ATTEST:

Office of the City Clerk

CONSULTANT

Ronyn Bartling *David*

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement for Professional Services (Single Project) was subscribed, sworn to and acknowledged before me this 14th day of August, 2025 by Ronyn Bartling, as Principal of Hord Coplan Macht.

My commission expires:

(S E A L)

Leah Kamback

Notary Public

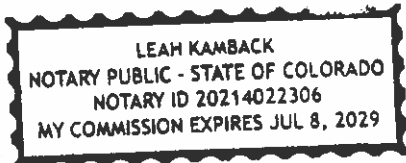


EXHIBIT A

SCOPE OF SERVICES

Design and Construction documentation of the West and East improvements for Soda Springs Park (Phase 3 of Soda Springs Park revitalization project).

See attached Letter / Proposal from Hord Coplan Macht Inc dated, August 6, 2025 – 8 pages in total

August 6, 2025

Ms. Gillian Rossi
City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Subject: Soda Springs Park – West & East Side Improvements – Schematic Design
through Construction Documents Design Services

Dear Gillian,

On behalf of Hord Coplan Macht (HCM), we are pleased to provide this proposal for design and construction documentation of the west and east improvements for Soda Springs Park. The extent of improvements, as indicated on the Master Plan Concept provided with the Request for Proposals, includes the West Side Improvements and East Side Improvements as indicated on the master plan and phasing diagram (Attachment A & B). We are honored to continue our partnership with the City of Manitou and the progress in renewing Soda Springs Park and the final phase of implementing the master plan.

Basic Scope of Services

Based on our project understanding, HCM proposes to provide the following:

West Side Improvements:

- Irrigated turf lawn
- Crusher fines walkways
- Downspout repair/replacement and modification to drainage repairs at pavilion
- Lighting improvements at pavilion (includes general lighting at stage only. Specialty Theatrical Lighting is Excluded)
- Landscape and irrigation

East Side Improvements:

- Modified vehicular access and parking at pavilion
- Central seating area
- Bike racks
- Replace existing drinking fountain with drinking fountain with water bottle filler at restroom building. Assumes drinking fountain is winterized in the winter and not used year-round.
- Decorative metal fencing
- Plazas, pavers, seating, site furnishings
- Lighting replacing existing light poles and providing new for pedestrian safety.
- Other lighting enhancements including light bollards.

- Planting and irrigation

Project Start-Up

- **Project Kick-off:** Meet with the City, Parks and Recreation Advisory Board and stakeholders to introduce the Design Team, establish project goals, confirm the scope of improvements, and review the schedule and deliverables.
- **Site Visit:** Site observations and photographic inventory of existing conditions and review of potential programming
- **Soils testing:** Take approximately six (6) soils samples to analyze soils and determine viability of soil for the success of turf and planting and if additional soil amendments or soil replacement will be needed. HCM to collect samples, submit to CSU lab for report.
- **Site Survey:** Site survey will be completed by Drexel, Barrell & Co. for only the areas identified on the phasing diagram for West Side Improvements (Blue) and East Side Improvements (Green).
- **Project Schedule:** Finalize project schedule.
- **Geotechnical Report:** Not included in fee, anticipated to be provided by the city.

City of Manitou Springs Responsibilities:

- *Attendance of project kick-off meeting and site visit.*

Schematic Design

Develop schematic level design and plan documentation of improvements, based on the Master Plan Concept dated 06/20/2023. Confirm program for improvements.

- **Presentation:** Review site plan, features, furnishings, and amenities options with City and stakeholders. Determine preferred style, types, and themes of site features and furnishings. (In-person or virtual at PARAB Meeting)
- **Schematic Design Package:** Include Site Plan and rough estimates, features, Furnishings, and Amenities.
- **Cost Estimate:** Develop per SD Package. Reconcile scope with budget, as necessary.
- **SD Package Review:** Page-turn review of SD Package with City and stakeholders. This meeting is specific for City staff and stakeholders for review of materials, maintenance, and operations. Review cost estimate. (Virtual)

City of Manitou Springs Responsibilities:

- *Circulation drawing packages to appropriate agencies and parties for review.*
- *Collect and distribute internal feedback.*
- *Procure geotechnical engineer for Geotech report as needed for improvements. (HCM will help with the scope and coordination with Geotech, Geotech to be contracted with the City)*

Design Development

Progress design and documentation based on SD package. Develop additional detail for improvements.

- **Design Development Package:** Anticipated drawings include Site Plan, Erosion and Sediment Control Plan, Demo Plan, Grading Plan, Pavilion improvements, Lighting/Electrical Plans, Landscape Plan (includes specific recommendation by ERO Resources for native seed mix for revegetation), Educational Signage Graphics (assumes maximum of 2 signs), Plumbing Plan, Irrigation Plan and Details, and Preliminary Site Details. Preliminary written specifications.
- **Topsoil Management and Analysis:** ERO Resources will evaluate the existing soils tests and make recommendations for existing soil amendments or replacement to ensure viability for new turf sod and plantings and native seeding.
- **Cost Estimate:** Update per DD package. Reconcile scope with budget, as necessary.
- **Review:** Page-turn review of DD Package with City and stakeholders. Review cost estimate. (Virtual)
- **Design Development Package:** Final plans, details, and specifications incorporating City review comments. Submit to City.

City of Manitou Springs Responsibilities:

- *Circulation drawing packages to appropriate agencies and parties for review.*
- *Collect and distribute internal feedback.*

Construction Documents

Develop construction document level of drawings and specifications based on the approved Design Development package.

- **75% Construction Documents:** Anticipated drawings include Site Plan, Erosion and Sediment Control Plan, Demo Plan, Grading Plan, Pavilion improvements, Plumbing Plan, Lighting/Electrical Plans, Landscape Plan, Educational Signage Graphics, Signage, Irrigation Plan and Details, Site Details. Written specifications.
- **Cost Estimate:** Update per 75% CD package.
- **Review:** Page-turn review of 75% CD Package with City and stakeholders. Review cost estimate. (Virtual)
- **Construction Documents/Bid Package:** A construction package will be completed. Includes drawings and specifications.
- **Assist with Floodplain Development Permit Application:** Provide HEC-RAS analysis of the cut/fill grading of the project. Furnish No-Rise Report, including the required Certification Letter. Permit to be submitted by City.

City of Manitou Springs Responsibilities:

- *Circulation drawing package(s) to appropriate agencies and parties for review.*

- *Collect and distribute internal feedback*
- *Submit Floodplain Development Permit Application*

Schedule

This preliminary timeline, based on our understanding of the scope of work, follows the durations provided in HCM's proposal submitted July 28, 2025. A final schedule will be coordinated with the City and PARAB schedules.

- **Schematic Design: 4-week duration. (Approx. August -September 2025)**
- **Design Development: 8-week duration. (Approx. September – November 2025)**
- **Construction Drawings: 6-week duration. (Approx. November – December 2025)**

Assumptions

The following are assumptions and exclusions related to the proposed scope of services.

1. Assumes an approximately \$915,000 construction budget per the RFP.
2. Assumes construction documents will be one set including contract, bid and contractor. If project is broken into phases additional services may be needed and can be coordinated at that time.
3. Includes land survey services. HCM has assumed survey for the area of this project phase 3 (west and east improvements) only.
4. Excludes meetings beyond those indicated in proposal.
5. Structural engineering services assumes engineering for site features (i.e. seat walls, light pole foundations, etc.).
6. Assumes that formal review submission(s) by the Design Team to Planning, other City agencies, or other jurisdiction agencies is not anticipated or included.
7. Assumes Planning Commission or City Council meetings are not required.
8. Excludes Drainage Report and analysis for the project.
9. Excludes services in connection with change in government requirements instituted after the date of this Agreement.
10. Excludes investigating existing conditions or facilities, or making measured drawings thereof, or verifying the accuracy of information furnished by others, or providing field surveys.
11. Excludes making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
12. Excludes services made necessary by contractor's default or by defects in the work of the contractor.
13. Excludes preparing documents for alternate bids or out-of-sequence services.
14. Excludes printing of drawings. Assumes digital submission of drawings for review.
15. Excludes major redesign (greater than 15%) due to value engineering or Owner request after approval of the Design Development Plans.
16. Excludes 3D renderings and visualization. Renderings can be provided for an additional service.
17. Excludes bidding and construction observation services.
18. Excludes as-built drawings.
19. Meetings beyond the total number of meetings as listed in each Task are not included.
20. LEED or other sustainability review process.

Project Team

- Landscape Architecture – HCM
- Architecture – HCM
- Civil Engineering – Collins Engineers
- Electrical Engineering – AE Design
- Plumbing Engineering – Envision Mechanical Engineers
- Irrigation Design – Avocet Irrigation
- Structural Engineer - JVA
- Natural Resources Management – ERO Resources
- Survey – Drexel, Barrell & Co.

Additional Services

If additions to the basic scope of services are required. Additional Services with appropriate fee arrangements will be agreed upon prior to additional work.

Basic Scope of Services Fee

TASK 1:	Project Start-Up and Schematic Design (SD)	\$ 23,000
TASK 2:	Design Development (DD)	\$ 34,610
TASK 3:	Construction Documents (CD)	\$ 40,145
	No-Rise Certification	\$ 7,700
	Drexel, Barrell & Co. (Site Survey)	\$12,595
	Reimbursable Expenses	\$ 1,200
TOTAL BASIC SERVICES FEE		\$ 119,250

Hord Coplan Macht will provide the tasks outlined in the Basic Scope of Services for a lump sum fee of One Hundred Nineteen Thousand Two Hundred Fifty Dollars (\$119,250).

Reimbursable Expenses:

Expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at cost plus ten percent (10%). Such expenses will include, but are not limited to soils testing fees, printing, visual documentation of project graphics, courier and overnight delivery, mileage at the prevailing IRS rate, community meeting supplies and meal and travel expenses if required.

We hope to do as much work as possible paperless during design, bidding and construction.

We look forward to working with the City of Manitou Springs to realize this next phase of improvements for Soda Springs Park. Please let me know if you have any questions.

Kind regards,

Hord Coplan Macht

A handwritten signature in black ink, appearing to read "Robyn Bartling".

Robyn Bartling
Principal

cc: File

Attachments:

Attachment A : Soda Springs Master Plan

Attachment B: Final Master Plan Phasing Diagram

Hord Coplan Macht will invoice the City of Manitou Springs monthly for work completed.
Payment will be issued on NET30 terms.

SODA SPRINGS PARK

LEGEND:

- 1

SODA SPRINGS ART SCULPTURE

2

STAMPED CONCRETE PLAZA

3

EXISTING PEDESTRIAN BRIDGE TO REMAIN

4

STABILIZED CRUSHER FINES WALKWAY WITH CONCRETE EDGE

5

NEW IRRIGATED TURF LAWN

6

DOWNSPOUT REPAIR AND MODIFICATION TO DRAIN TOWARDS EXISTING GARDEN

7

REPLACE GUTTERS AND CONNECT DOWNSPOUTS TO DRAIN TOWARDS CREEK

8

NEW DECIDUOUS SHADE TREE

9

NEW NATIVE LANDSCAPE PLANTING, TYPICAL

10

NEW AUDIO & VISUAL LIGHTING WITHIN EXISTING PAVILION

11

NEW BENCH, TYPICAL

12

NEW COLORED CONCRETE DRIVE FOR EQUIPMENT DROP OFF AND EMERGENCY ACCESS

13

RELOCATED SAN-O-LETS

14

EXISTING BOULDERS TO REMAIN, TYPICAL

15

REMOVABLE VEHICULAR BOLLARDS

16

NATIVE GRASS LANDSCAPE

17

POLLINATOR GARDENS, TYPICAL

18

CUSTOM SEATING INTEGRATED INTO THE LANDSCAPE

19

CUSTOM CENTRAL SEATING FEATURE WITH STACKED BEAMS, INSPIRED BY THE STEPS OF THE MANITOU INCLINE

20

BIKE RACK, TYPICAL

21

BOULDERS AND DRIFTWOOD SEATING FEATURES, LOCATED ADJACENT TO PLANTING TO MIMIC THE CREEK EDGE

22

RELOCATE EXISTING BOULDERS, AND RESET FLAGSTONE PAVERS TO MIMIC A RIVER 'EDDY'

23

REMOVE EXISTING CONCRETE PLANTER WALL AND REPLACE WITH NEW NATIVE LANDSCAPE BEDS

24

EXISTING TRANSFORMER

25

BUILDING MOUNTED BUILT-IN DRINKING FOUNTAIN WITH WATER BOTTLE FILTER

26

REPLACED PORTION OF WALK WITH PLANTING

27

NEW DECORATIVE METAL FENCE

28

CHECKERBOARD GAME TABLE

29

ADA PICNIC TABLE

30

EXISTING ROCK/BOULDER AREA TO REMAIN

31

EXISTING STREET PARKING

32

LIGHT BOLLARD FOR PEDESTRIAN SAFETY, TYPICAL

33

OUTDOOR COMMERCIAL PING PONG TABLE
- PROPOSED DECIDUOUS TREES

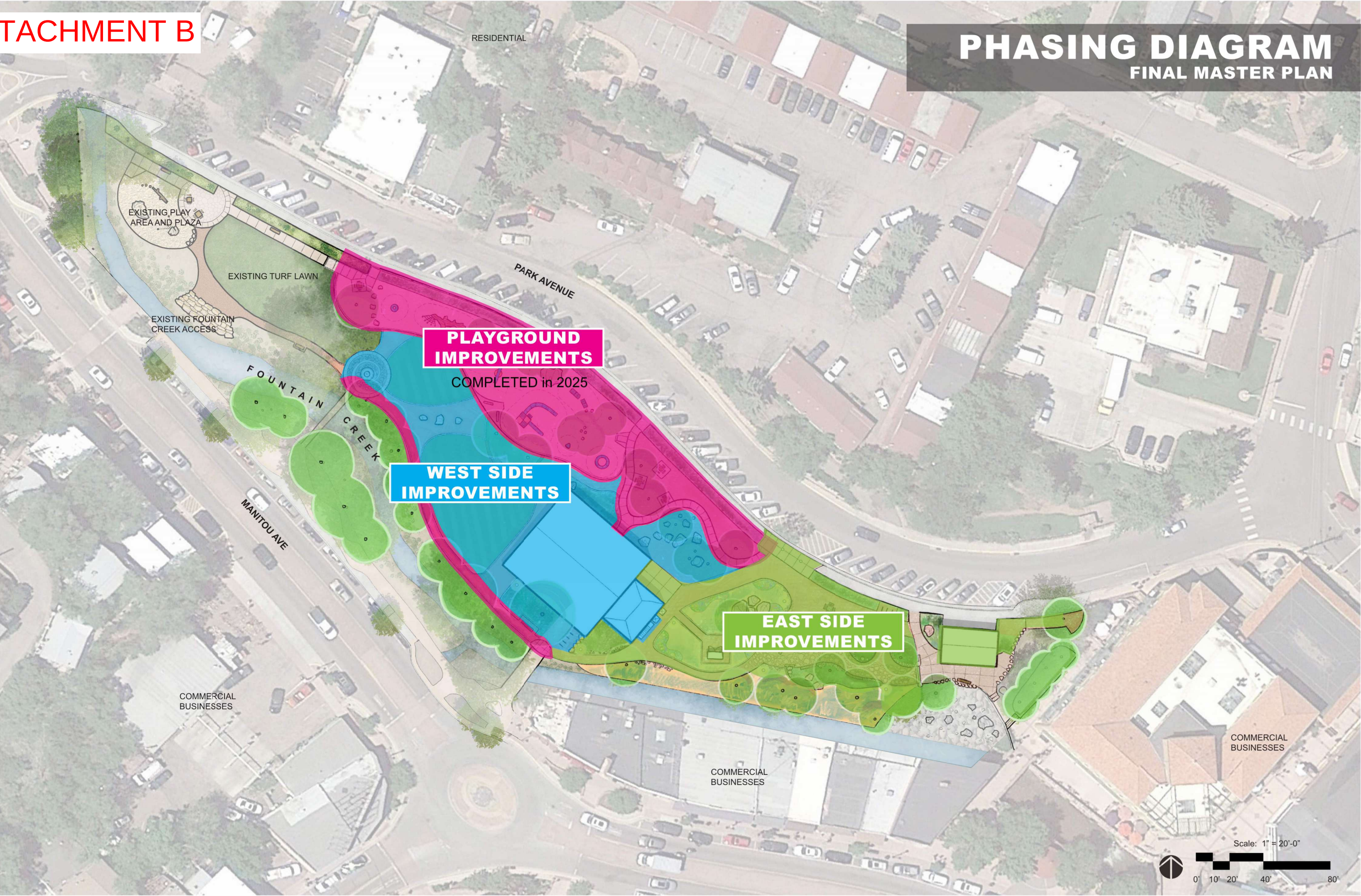
EDUCATIONAL SIGNAGE LOCATIONS

COMMUNITY ART LOCATIONS

LIGHT BOLLARD LOCATIONS



PHASING DIAGRAM
FINAL MASTER PLAN





Memorandum

Title: Request to Approve a General Services Agreement with 633 Construction LLC for Sandra Lane repairs

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

August 19, 2025

Purpose:

Enter an agreement with 633 Construction LLC to make Sandra Lane repairs, replacing the existing failed culvert and conflicting sanitary sewer lines with a box culvert and additional sewer lines.

Background:

The existing arch culvert for Sutherland Creek, which runs beneath Sandra Lane, has been a longstanding maintenance concern. A conflict between the culvert and an existing sewer line frequently causes debris to accumulate during storm events, leading to blockages that require regular intervention by City Drainage crews.

To address this issue, in March 2025, the City developed plans for a permanent repair project to replace both the culvert and the conflicting sewer line. The permitting process was also initiated, including the application for a Flood Hazard Development Permit and securing approval from the U.S. Army Corps of Engineers for work within Waters of the U.S.

Following heavy rain events, City staff inspected the site on July 22, 2025, and found significant structural failure of the asphalt over Sutherland Creek. The deteriorating culvert had compromised the roadbed, prompting the immediate closure of Sandra Lane to through traffic.

An Invitation for Bids (IFB) for the replacement project was issued on July 28, 2025, and the City received three bids. 633 Construction LLC was identified as the lowest responsive bidder with a contract value of \$411,000 for the project and is being recommended for contract award.

To manage project costs effectively, several additional tasks—such as coordination with Colorado Springs Utilities, securing Temporary Construction Easements, and obtaining Dewatering Permits—will be handled internally by City staff. Therefore, staff is



requesting approval of a 15% project contingency, totaling \$472,650, to be managed by staff to cover these supplemental project needs.

Pros and Cons:

Pro: Sandra Lane culvert and sewer will be replaced and the road can be reopened.

Con: If contract is not signed, Sandra Lane will need to remain closed.

Fiscal Impact:

\$472,650 - Stormdrainage Enterprise

Workload Impact:

Construction oversight by Public Works Project Manager, and Planning staff for Temporary Construction Easements

Recommended Action:

Approve the General Services Agreement with 633 Construction LLC for Sandra Lane repairs through the approval of the consent calendar.

AGREEMENT FOR GENERAL SERVICES

THIS AGREEMENT FOR GENERAL SERVICES is made and entered into this 19 day of August, **2025**, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **633 Construction LLC**, an independent contractor with a principal place of business at 470 Tamarron Drive Colorado Springs, Colorado, 80919 and phone number of 719-287-0680 ("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 **Four Hundred and Eleven Thousand Dollars (\$411,000.00)**. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

B. Unless specified otherwise in **Exhibit A**, Contractor shall submit monthly statements requesting payment for work satisfactorily completed. Such requests shall be based upon the amount and value of the work and services satisfactorily performed by Contractor under this Agreement. Invoices shall be itemized and include hourly breakdowns

for all personnel and other charges. The City shall remit payment within thirty (30) days of receipt of an invoice meeting the requirements set forth herein.

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

IV. CLEANUP

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

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

V. LIQUIDATED DAMAGES

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

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

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

VI. CONTRACTOR RESPONSIBILITY

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

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

C. Contractor warrants that all materials provided as a part of the Scope of Services shall be free from defects for 24 months from completion date of project.

VII. INDEPENDENT CONTRACTOR

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

VIII. INSURANCE AND BONDS

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

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

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

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

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

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

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

D. Contractor shall provide to the City a certificate of insurance and bond certificates as evidence that required policies and bonding are in full force and effect. The certificate of insurance shall identify the City as additionally insured; bond certificates shall

include the City; and Contractor shall provide that the coverages and/or bonds afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy, bonds, and any endorsement thereto. The City must have all certificates and bonds on file prior to start of any project.

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

IX. INDEMNIFICATION

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

X. TERMINATION

- A. This Agreement shall terminate when all the work described in the Scope of Services is completed to the City's satisfaction or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Contractor for all work authorized and completed prior to the date of termination.
- B. If Contractor defaults or fails or neglects to carry out the Agreement, or any part thereof, or fails to perform any provision of this Agreement, the City, after seven (7) days written notice to Contractor and without prejudice to any other remedy the City may have, may make good such deficiencies and may deduct the cost thereof, including compensation for any additional services made necessary thereby, from the payment then or thereafter due Contractor. Or, at the City's option after said notice, the City may terminate this Agreement and may finish the project by whatever method the City deems expedient, and if the unpaid balance of the compensation owed to Contractor at the time of termination exceeds the expense of finishing the project,

such excess shall be paid to Contractor, but if such expense exceeds such unpaid balance, Contractor shall upon demand pay the difference to the City.

XI. MISCELLANEOUS

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

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

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

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

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

To the City at **bschmitt@manitousspringsco.gov**

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

Florida
STATE OF ~~COLORADO~~)
COUNTY OF ~~XXX~~ Marion) ss.
)

 08/14/2025

The foregoing Agreement for General Services was subscribed, sworn to and acknowledged before me this 14th day of August, 2025 by Charles Adam Swain, as Owner of 633 Construction LLC.

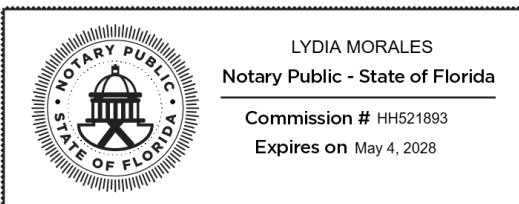
My commission expires: 05/04/2028
(SEAL)



Online Notary

Notary Public

Lydia Morales



HH521893

EXHIBIT A
SCOPE OF SERVICES

[For details, see the attached *Bidnet Direct Posting Details 2020-015-IFB- 2025-015 City of Manitou Springs Sandra Lane* dated 7/28/2025, consisting of 3 pages in total].

[For details, see the attached *Invitation for Bid IFB – 2025 015* dated 7/28/2025, consisting of 11 pages in total].

[For details, see the attached *Questions and Answers 1*, consisting of 2 pages in total].

[For details, see the attached *Questions and Answers 2*, consisting of 1 pages in total].

[For details, see the attached *Addendum Number 1 and 2 Acknowledgment* dated 8/8/2025, consisting of 1 pages in total].

[For details, see the attached *Engineering Proposal Scope and Fee – Sandra Lane over Sutherland Creek GEC Plan* dated 8/12/2025, consisting of 1 pages in total].

[For details, see the attached *Sandra Lane – Sutherland Creek Crossing IFC SET* dated 8/13/2025, consisting of 10 pages in total].

Bidet Direct Posting Details 2025-015

- IFB - 2025-015 City of Manitou Springs

Sandra Lane

Location

El Paso County, Colorado Job Location 9 Sandra Lane, Manitou Springs, CO 80829

Description

The City of Manitou Springs hereby solicits Lump Sum (LS) Bids, as detailed in this Invitation For Bids (IFB), for Sandra Lane – Sutherland Creek Crossing Sanitary Sewer and Storm Sewer Replacement Project. This project is to replace an existing culvert and conflicting sanitary sewer line with box culvert and additional sewer infrastructure to eliminate the conflict. The city desires the installation of a precast concrete box culvert to minimize construction and diversion duration. Lump sum bid amount shall be for the complete cost of work and shall include all costs for traffic control, materials testing, and bonds and permit costs. Proof of Bid bond shall be submitted with proposal, and the physical security shall be mailed or delivered to 606 Manitou Ave, Manitou Springs, CO 80829. Please see attached "IFB - City of Manitou Springs Sandra Lane" pdf for bidding information.

Dates

Publication Date

07/28/2025 08:55 AM MDT

Question Acceptance Deadline

08/04/2025 05:00 PM MDT

Questions are submitted online

Yes

Closing Date

08/08/2025 05:00 PM MDT

Job-Walk Visit

07/31/2025 09:00 AM MDT

Contact Information

Ben Schmitt

bschmitt@manitouspringsco.gov

Piggyback Contract

No

Buyer Preferences, Guidelines & Requirements

General Requirements

- Bid Deposit Required
- Contractors License Required
- Installation Required
- Insurance Required

Bonding Requirements

- Bid Bond 5 %
- Performance Bond 100 %
- Payment Bond 50 %

Pre-Bidding Events

Job-Walk Visit

07/31/2025 09:00 AM MDT

Attendance - Recommended

Event date

07/31/2025 09:00 AM MDT

Location

9 Sandra Lane

Event Note

Bid Submission Process

Bid Submission Type

Electronic Bid Submission

Pricing

Lump sum

INVITATION FOR BID

IFB - 2025-015

Construction

Date issued:

July

28th, 2025

Sandra Lane – Sutherland Creek Crossing Sanitary Sewer and Storm Sewer Replacement

THE CITY OF MANITOU SPRINGS

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

The City of Manitou Springs hereby solicits Lump Sum (LS) Bids, as detailed in this Invitation For Bids (IFB), for Sandra Lane – Sutherland Creek Crossing Sanitary Sewer and Storm Sewer Replacement Project.

This IFB is posted to BidNet Direct. It is available for all vendors free of charge, following free registration, at the BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED THROUGH BIDNET.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the BidNet website. The City of Manitou Springs belongs to BidNet's Rocky Mountain e-Purchasing Group within BidNet.

<https://www.bidnetdirect.com/>

BIDNET Direct Support

800-835-4603

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Manitou Springs.

The term “Contractor” means the Bidder whose offer is accepted and is awarded the contract to provide the products or services specified in the IFB.

The term “Bid” means a bid submitted in response to this IFB.

The term “Bidder” means the person, firm, or corporation that submits a formal bid or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to Sandra Lane – Sutherland Creek Crossing Sanitary Sewer and Storm Sewer Replacement.

The term “Invitation for Bid” or “IFB” means this solicitation of formal, competitive, sealed bids from prospective bidders in which the intent is to award a contract to the resultant lowest responsible and responsive bidder.

1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number 2025-013 is being issued and posted on www.bidnetdirect.com on July 8th, 2025

1.3 SUBMISSION OF BIDS

- A. Bids are to be submitted electronically on Bidnet
- B. Bids shall be received on or before August 8th 2025, by 5 pm.
- C. Bid bond is required. (Also see 1.22)
- D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder’s sole expense and is the Bidder’s total and sole responsibility.

1.4 PRE-BID CONFERENCE/CRITICAL DATES

- Job-Walk Visit meeting to be held on July 31st, 2025 9:00 am at 9 Sandra Lane, Manitou Springs, CO. This meeting is highly encouraged but not mandatory.
- Deadline to present questions deadline is August 4th, 2025 at 5 PM.
- Questions to be answered on bidnet by August 7th, 2025

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

Bids, withdrawals, or modifications of Bids received after the time set for opening, as designated in 1.3 above, are considered “late bids”, and will not be accepted by the City. Bidders are solely responsible for ensuring their bids arrive on time and to the place specified in this Invitation for Bid.

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

If it appears from a review of a Bid that a mistake has been made, the Bidder may be requested to confirm its Bid in writing. Situations in which the confirmation may be requested include obvious, apparent errors on the face of a Bid or a Bid unreasonably lower than the other Bids submitted.

1.7 PROCUREMENT RULES AND REGULATIONS

It is Bidder’s responsibility to advise the City in this IFB of any perceived discrepancies, conflicting statements, or problems with clauses or specifications prior to the Bid opening date and time.

Contact: bschmitt@manitouspringsco.gov – Phone (719) 600-8317 with questions or concerns that cannot be input into Bidnet.

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the City determines that a Bid submitted contains a minor informality or irregularity, then the City shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the City. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
 - 1. Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder’s intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
 - 2. Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on the price, quantity, quality, or delivery of the item or services bid upon.

1.9 REJECTION OF BIDS

The City has the authority to reject any Bid based on, but not limited to, the following:

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.
- D. A Bid shall be rejected when the Bidder imposes conditions that would modify the requirements of the IFB or limit the Bidder's liability to the City since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

For example, Bids shall be rejected in which the Bidder:

1. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined. This includes failure to completely fill out the required bid schedule.
 2. Fails to state a price and indicates that price shall be "price in effect at timedelivery".
 3. States a price but qualifies it as being subject to "price in effect at the time of delivery".
 4. Takes exceptions to the IFB terms and conditions.
 5. Inserts the Bidder's terms and conditions.
 6. Limits the rights of the City under any Contract/Invitation for Bid clause.
- E. Any Bid in which the price is considered to be unreasonable or is over budget.
 - F. Any Bid if the prices are determined to be unbalanced.
 - G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, local, or city taxes.
 - H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
 - I. Low Bids received from bidders who are determined to be non-responsible in accordance with the City's Procurement Rules and Regulations.
 - J. Any Bid that was prepared and submitted by a vendor who has been determined by the City to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
 1. A previous or prior employee who in the last six (6) months was directly involved in the design or specification preparation of the completed procurement.
 2. A vendor who was directly involved in the design or specification preparation of the completed project either for pay or voluntarily.

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

1.10 ESTIMATED QUANTITIES

If the Bid Form (Schedule A) contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only estimated quantities. Contractors are required to bid a firm unit price for each specified item. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the Bid. All unit prices shall include all necessary overhead and profit. Items not listed in the Bid Form such as overhead, profit, mobilization, de-mobilization, bonding, etc. shall be distributed throughout the Bidder's Unit Prices for the items listed on the Bid Form.

1.11 NUMBER OF COPIES

Bidders shall submit bid items into bidnet.

1.12 IDENTIFICATION OF BID

The solicitation number and Contractor's name must be clearly marked within the Bid.

Bid No.: 2025-015

Due Date and Time: August 8th, 2025 5 pm

1.13 SALES TAX

The successful Offeror, if awarded a contract, tax-exempt shall not apply.

1.14 PREPARATION OF BID OFFER

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the City will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws and that no legal requirements have been or will be violated in making or accepting this Bid.
- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

1.15 BASIS OF AWARD

- A. The City intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements, and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the City.
- B. The City reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.
- C. Total Bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on the TOTAL BASE BID, not on a line item-by-line item basis.

1.16 PERIOD OF ACCEPTANCE

The Bidder agrees that its Bid shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the IFB for receipt of Bids.

1.17 CONTRACT AWARD

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the City and, if indicated in this IFB, furnish project-specific documents as identified in section 1.22 (b).

1.18 NOTICE TO PROCEED

Work may not start under any awarded contract until a written notice to proceed is issued by the City. The City may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with 1.22 below.

1.19 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda, and these terms shall be considered synonymous.

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

- A. If this solicitation is amended, then all specifications, terms, and conditions, which are not specifically amended, remain unchanged.
- B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.
- C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.

1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective Bidder desiring an explanation or interpretation of the IFB documents, drawings, specifications, etc., must request it in writing by the questions deadline through bidnet. Oral explanations or instructions given before the opening of Bids will not be binding. Any information provided to a prospective Bidder during the Bid preparation stage will be promptly furnished to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted electronically via bidnet no later than August 4th, 2025 at 5 pm.

Requests for Information, support, and questions shall be directed to through bidnet. The Owner's Representative will determine whether questions are innovative or proprietary in nature. If the Owner's Representative determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Owner's Representative will not answer the question and the question will not be documented for the public. If the bidder does not withdraw the question, the question will be answered, and both the question and the City answer will be posted on bidnet. If the Owner's representative agrees that a question warrants confidentiality, they will answer the question, and keep both question and answer confidential. The City will keep a record of both question and answer in their confidential file.

Contact for the City for this project shall be:

NAME: Ben Schmitt

EMAIL bschmitt@manitouspringsco.gov

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY REGARDING THIS
SOLICITATION. FORMAL QUESTIONS SHOULD BE THROUGH BIDNET

1.22 SECURITY REQUIREMENTS

A. Bid Security

1. The Bidder is required to furnish with their Bid a bid security in the form of a bank-certified check, bank cashier's check or a one-time bid bond underwritten by a company licensed to issue bonds in the State of Colorado and acceptable to the City in an amount equal to at least 5% of the total amount of the Bid payable without condition to the City.

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

2. The Bid security shall guarantee that the Bid will not be withdrawn or modified for a period of sixty (60) calendar days after the time set for the receipt of Bids, and, if the Bid is accepted within those sixty (60) calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its Bid, enter into a Contract and furnish the required bonds and all insurance certificates called for under this Invitation for Bid.
3. The Bid bonds of unsuccessful Bidders will not be returned to the respective Bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted as Bid security, it will be returned as soon as possible after the lowest responsive and responsible Bidder is determined and a contract is executed.
4. In the event the Bidder whose Bid is accepted fails to enter into the contract and/or furnish the required contract bonds, its certified check, cashier's check or bid bond will be forfeited in full to the City.

B. Insurance and Bonds

1. Upon notice of Intent to Award, the Contractor shall furnish to the City each of the following:
 - a. Worker's compensation insurance as required by law; and
 - b. 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 CDOT, the City and the City's officers, employees, and contractors as additional insureds. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
 - c. 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.
2. Upon notice of Intent to Award, Contractor shall procure and maintain, at its own cost the following Bonds:
 - a. Performance Bond in the amount of one hundred percent (100%) of the total project cost;
 - b. Payment Bond for fifty percent (50%) of project cost.
3. 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 and CDOT as additionally insured; bond certificates shall include the City; and Contractor shall provide that the coverages and/or bonds afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy, bonds, and any endorsement thereto. The City must have all certificates and bonds on file prior to start of any project.
4. The cost of all bonds shall be included in the Contractor's Bid.
5. Bonds shall:
 - a. Be for the full amount of the Contract price.
 - b. Guarantee the Contractor's faithful performance of the work under the Contract, and the prompt and full payment for all labor and materials involved therein.
 - c. Guarantee protection to the City and CDOT against liens of any kind.
 - d. Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
 - e. Be issued from a surety company that is acceptable to the City.

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

1.23 SPECIFICATIONS AND DRAWINGS

No Fee solicitations: Specifications and Drawings are included in the IFB.

1.24 TYPE OF CONTRACT

As a result of this Invitation for Bids, it is the City's intention to award a fixed unit price Contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the Contract performance period.

1.25 F.O.B. DESTINATION

Unless otherwise specified in the Invitation for Bid, all goods, materials, supplies, equipment, or services covered by this IFB shall be delivered F.O.B. Destination shall be the location indicated in the awarded Contract or Purchase Order.

1.26 BID RESULTS

The City does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from BidNet.

1.27 APPROPRIATION OF FUNDS

In the event funds are not appropriated in whole or in part sufficient for the performance of the City's obligations under this IFB, or appropriated funds may not be expended, then the City, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.

1.28 PERIOD OF PERFORMANCE

The Contractor shall complete all Work within thirty (30) calendar days following delivery of the precast box culvert to the Project site. The Contractor shall commence procurement of the precast box culvert immediately upon execution of the Contract and shall provide documentation of such procurement to the City upon request. The Contractor shall begin other portions of the Work promptly after issuance of the Notice to Proceed and completion of the Pre-Construction Meeting, and shall diligently prosecute all available Work activities while the precast box culvert is being manufactured and delivered, so as to ensure timely completion of the Project.

**IFB - 2025-015 – City of Manitou Springs Sandra Lane – Sutherland Creek
Crossing Sanitary Sewer and Storm Sewer Replacement**

1.29 BID DOCUMENTS

The following comprise this Invitation for Bid.

Schedule A – Construction Plan Sets
Construction Drawings (CD)

The following listed documents must be included with your Bid for your Bid submittal to be considered responsive.

Schedule A - Completed Bid Tab (via Bidnet)
Exhibit 1 – Bid Bond
Exhibit 2 - Acknowledged Addenda, if issued

Questions & Answers - 1

Project 2025-015 - IFB - 2025-015 – City of Manitou Springs Sandra Lane
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q1	Question: Stormwater Permits (Pre-bid Meeting 7/31) What stormwater permits are required for this project? Answer: A stormwater permit is required from the City of Manitou Springs as per Chapter 14.02 - GRADING AND EROSION CONTROL PERMIT.	07/31/2025
Q2	Question: Bid Bond Form Will there be a bid bond form for this project? Answer: A bid bond form is attached in the addenda	08/01/2025
Q3	Question: Removal Of Trees Who is responsible for removing trees on the project? Answer: The contractor shall protect as many trees as possible during the project. The contractor is responsible for moving the trees, but will need to coordinate with the City arborist prior to removing any tree.	08/01/2025
Q4	Question: Run bypass generator overnight Can the contractor run a bypass generator (60db or less) overnight for dewatering? Answer: The dewatering plan, duration, and equipment used will be a required submittal prior to beginning work. Night work and deviations to the City ordinance may be approved on a case-by-case basis, but that determination would be made after the submittal.	08/01/2025
Q5	Question: Move existing utilities before project starts Will utilities be required to be moved before the project starts? Answer: Yes, the gas, electric, and fiber relocations will need to be moved or temporarily rerouted prior to the project starting. The City can help coordinate this work once the start date is established.	08/01/2025
Q6	Question: Weekend Work Will weekend work be allowed on this project? Answer: Given the time sensitive nature of this work, weekend work may be approved once the detailed schedule is available.	08/01/2025
Q7	Question: Start Date When is the projected start date on this project? Answer: This project is targeted to be approved on the August 19th City Council Meeting. The projected pre-con would be August 20th-22nd, and the notice to proceed and contract days would be adjusted based on the lead time of the box culvert.	08/01/2025

No	Question/Answer	Question Date
Q8	Question: Paving Details Please provide the paving spec, and limits of the paving for the project. Answer: The road shall be paved back with recompact subgrade and three inches of asphalt per the City paving specifications found here: https://library.municode.com/co/manitou_springs/codes/code_of_ordinances?nodeId=TIT12STOTPUPL_CH12.22DESTSICOSP_12.22.010DESPHXHIDASPA Approximately 190' of type II (drive over) curb will need to be removed and replaced (per City of Colorado Springs Curb Detail), and approximately 294 SY of 3" depth asphalt will need to be removed and replaced. Actual limits shall be marked in the field with the contractor after the pre-con.	08/01/2025
Q9	Question: contract days Can the contract days be extended to 45 days? Answer: Given the time sensitive nature of this project, it is preferred that the work be completed within 30 days after the box culvert is procured. The contract time may be extended once the utility relocation and box culvert procurement is defined.	08/01/2025

Questions & Answers - 2

Project 2025-015 - IFB - 2025-015 – City of Manitou Springs Sandra Lane
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q10	Question: Workmanship Warranty How many years will the workmanship warranty be on this project/ Answer: The Contractor shall provide warrantee for the project for two years.	08/02/2025
Q11	Question: Liquidated Damages What are the liquidated damages on this project? Answer: V.LIQUIDATED DAMAGES A.Contractor acknowledges time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents and liquidated damages shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed beyond the schedule agreed upon by the City and the Contractor, the Contractor shall be assessed One Hundred Dollars (\$100) per day or Five Hundred Dollars (\$500) per day if the Not to Exceed amount for this Agreement is over Ninety-nine Thousand Dollars (\$99,000). B.Contractor will provide a written schedule for the work to be completed to the City for review and approval at the Pre-Construction meeting. Any changes to the written schedule must be authorized by written amendment executed by the City. C.Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work by or on Final Completion date. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.	08/02/2025
Q12	Question: Bid Bond form Does the City have a bid bond form that we need to use, or can we submit our bid bond? Answer: Please see pdf form uploaded in Addendum 1.	08/04/2025

**ADDENDUM NUMBER 1 and 2
August 6th, 2025**

**TO THE CONTRACT DOCUMENTS
AND CONSTRUCTION SPECIFICATIONS FOR**

**CITY OF MANITOU SPRINGS
SANDRA LANE**

FROM: Ben Schmitt, Director of Public Services, Manitou Springs

TO: All Prospective Bidders.

The following revisions, clarifications, additions and/or deletions are hereby made a part of the Contract Documents and plans for the above referenced project as fully and completely as if the same were fully set forth therein:

ATTACHMENTS

Note: The following is attached to this addendum, thus becoming a part of the Contract Documents.

1. Q&A answer set 1, and Bid Bond Form
2. Q&A answer set 2, and addenda acknowledgement

END OF ADDENDUM NUMBER 1 and 2

Offeror shall acknowledge receipt of these addendums by signing below, and these addendums must be returned as part of the proposal

Adam Swain

Digitally signed by Adam Swain
DN: cn=Adam Swain, o=633 Construction LLC, ou=City of Manitou Springs
Reason: I attest to the accuracy and integrity of this document
Date: 2025.08.06 12:55:23-060000

8/8/2025

Signature

Date

633 Construction LLC

Company

ENGINEERING PROPOSAL - SCOPE & FEE

PROJECT NAME: Sandra Lane over Sutherland Creek GEC Plan
CLIENT: City of Manitou Springs
DATE: 8/12/2025
PREPARED BY: 633 Construction LLC

SCOPE OF SERVICES

One Grading and Erosion Control Plan and Permit complete submittal per Section 18.06.4.23 - Grading and Erosion Control Permit Checklist. This includes a preapplication meeting, a description of the request, a grading plan, drainage plan, and a drainage letter, constituting a complete submittal.

FEE STRUCTURE

Task/Phase	Description	Fee Type	Fee
GEC Plan and Permit	Complete submittal for GEC plan and permit	Lump Sum	\$ 1,600.00
Meetings	Applicable pre-app and review meetings	Lump Sum	\$ 400.00
Permitting Fees	Included in Original Proposal	N/A	\$ -
TOTAL			\$ 2,000.00

NOTES / ASSUMPTIONS

Geotechnical testing and geological hazard assessment is assumed as excluded.

WASTEWATER PLAN NOTES

THE CONTRACTOR SHALL NOTIFY THE CITY OF MANITOU SPRINGS PUBLIC WORKS, SEWER DIVISION (719-685-2639) A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

GENERAL:

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL MEET THE *CITY OF MANITOU SPRINGS CONSTRUCTION STANDARDS*.
2. THE CONTRACTOR SHALL OBTAIN LOCATES PRIOR TO ANY EXCAVATION.
3. THE CITY OF MANITOU SPRINGS DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS OF EXISTING PIPELINES, MANHOLES AND SERVICE LINES. IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE ENGINEER OF RECORD IMMEDIATELY.
4. NO TREES OR STRUCTURES ARE PERMITTED WITHIN FIFTEEN FEET (15') OF A WASTEWATER MAIN.
5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITY FACILITIES AS A RESULT OF HIS ACTIONS. THE CONTRACTOR SHALL MAKE ALL THE REQUIRED REPAIRS IMMEDIATELY TO THE SATISFACTION OF COLORADO SPRINGS UTILITIES.
6. ALL FIELD STAKING SHALL COMPLY WITH THE THE CITY OF MANITOU SPRINGS WASTEWATER STANDARDS.
7. THE CONTRACTOR SHALL ENSURE THAT WASTEWATER SERVICE TO ADJACENT PROPERTIES IS MAINTAINED DURING CONSTRUCTION.
8. ALL MANHOLES LOCATED WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO FINISH GRADE. IF MANHOLES ARE IN POOR CONDITION OR IF THE DISTANCE BETWEEN THE RING/COVER AND CONE OF THE MANHOLE EXCEEDS THE WASTEWATER STANDARDS, THE CONTRACTOR MAY BE REQUIRED TO REPLACE PART OR ALL OF THE EXISTING MANHOLES.
9. REUSE OR SALVAGE OF ANY MATERIAL IS LEFT TO THE DISCRETION OF THE THE CITY OF MANITOU SPRINGS UTILITIES INSPECTOR.
10. ALL TRENCH BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH THE *CITY OF MANITOU SPRINGS CONSTRUCTION STANDARDS*.

WASTEWATER PROJECT-SPECIFIC NOTES:

- | APPLICABLE | NON-APPLICABLE | |
|-----------------------------|--------------------------|--|
| 1. ☐ | ☐ | CORROSION PROTECTION IS REQUIRED FOR ALL DUCTILE IRON PIPE. ALL PROTECTION SHALL COMPLY WITH THE WASTEWATER STANDARDS. |
| 2. ☐ | ☐ | THIS PROJECT IS CONNECTING TO AN EXISTING MANHOLE. A MANHOLE ASSESSMENT HAS BEEN COMPLETED FOR THIS PROJECT. THE FOLLOWING CHECKED ITEMS ARE REQUIRED:

☐ THE CONTRACTOR SHALL PROVIDE A BYPASS PUMPING PLAN FOR APPROVAL BY <i>THE CITY OF MANITOU SPRINGS PUBLIC WORKS</i> . AND COMPLY WITH ALL THE REQUIREMENTS THEREIN.
☐ REPAIR THE EXISTING MANHOLE (REFER TO PLAN AND PROFILE FOR REQUIREMENTS).
☐ REPLACE THE EXISTING MANHOLE (REFER TO PLAN AND PROFILE FOR REQUIREMENTS). |
| 3. ☐ | ☐ | MANHOLES ARE BEING ABANDONED, THE CONTRACTOR SHALL:

•PLUG THE "IN" AND "OUT" INVERTS WITH A WATERTIGHT MECHANICAL PLUG AND GROUT WITH APPROVED MATERIAL.
•REMOVE AND DISPOSE OF THE CONE SECTION.
•REMOVE THE RING AND COVER AND RETURN THEM TO <i>THE CITY OF MANITOU SPRINGS PUBLIC WORKS</i> .
•FILL THE MANHOLE WITH APPROVED MATERIAL. |
| 4. ☐ | ☐ | WASTEWATER MAINS EXISTS UNDERNEATH A PROPOSED STRUCTURE, CONTRACTOR SHALL:

☐ REMOVE IT
☐ GROUT IT FULL |
| 5. ☐ | ☐ | WASTEWATER MAIN TO BE ABANDONED EXISTS WITHIN RIGHT-OF-WAY, THE CONTRACTOR SHALL:

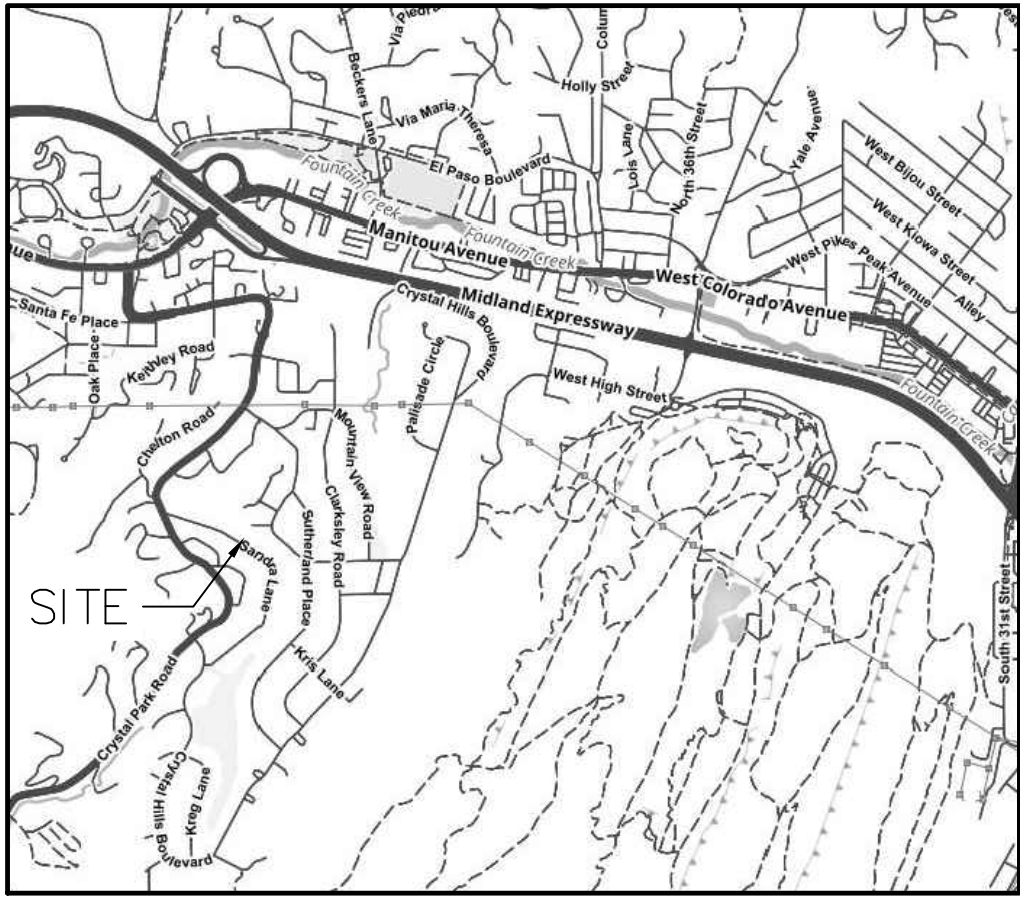
☐ REMOVE IT
☐ GROUT IT FULL |
| 6. ☐ | ☐ | PIPELINES LESS THAN 1.04% GRADE ARE PROPOSED. THE CONTRACTOR SHALL COMPLY WITH THE ADDITIONAL REQUIREMENTS AS SPECIFIED WITHIN THE WASTEWATER STANDARDS. |
| 7. ☐ | ☐ | THIS PROJECT IS UTILIZING EXISTING WASTEWATER STUB(S) IN AN "AS-IS" CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE STUB(S), CONNECTION, AND SUBSEQUENT EXTENSION MEET ALL CURRENT WASTEWATER STANDARDS AND DO NOT HAVE ANY DEFECTS. |
| 8. ☐ | ☐ | <i>THE CITY OF MANITOU SPRINGS PUBLIC WORKS</i> DOES NOT GUARANTEE THE ACCURACY OF THE DEPTH, LOCATION, OR CONDITION OF ANY EXISTING STUB(S) SHOWN ON ANY "AS CONSTRUCTED" DRAWINGS. FURTHER, THE EXISTING STUB SHALL BE INCLUDED IN THE TWO-YEAR WARRANTY PERIOD FOR THIS PROJECT. |
| 9. ☐ | ☐ | A WASTEWATER STUB OR STUBS ARE PROPOSED WITH THIS PROJECT. <i>THE CITY OF MANITOU SPRINGS PUBLIC WORKS</i> DOES NOT GUARANTEE THE CONSTRUCTION BUT DOES NOT GUARANTEE THAT THE DESIGN OR INSTALLATION OF THE PROPOSED STUB(S) WILL MEET FUTURE DEVELOPMENT REQUIREMENTS. FURTHER, THE PROPOSED STUB(S) WILL NOT BE INCLUDED IN THE TWO-YEAR WARRANTY PERIOD FOR THIS PROJECT AND WILL NOT BE ACCEPTED OR OWNED BY <i>THE CITY OF MANITOU SPRINGS PUBLIC WORKS</i> . |

FLOODPLAIN

THE CULVERT REPLACEMENT PROJECT LIES WITHIN THE 100 YR REGULATORY FLOODPLAIN PER FEMA MAP 08041C0707G EFFECTIVE 12/07/2018 AND AS REVISED BY LOMR CASE NO 2308-0292P, EFFECTIVE AUGUST 28, 2024.

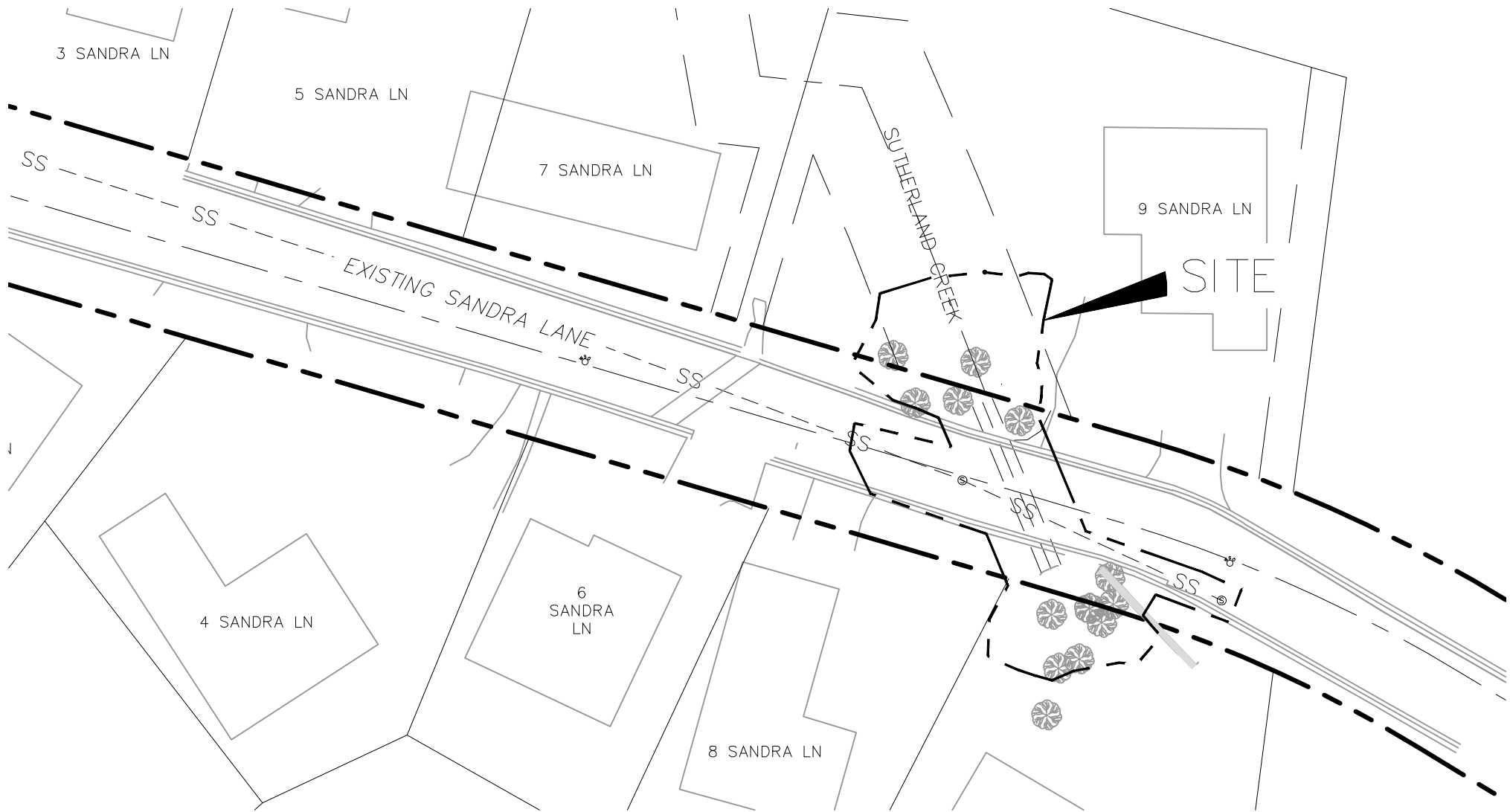
SANDRA LANE - SUTHERLAND CREEK CROSSING
CITY OF MANITOU SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO
SANITARY SEWER AND STORM SEWER PLANS

MARCH 2025



VICINITY MAP

N.T.S.



BENCHMARKS:

FIMS MU06
EL 6252.15
2" DIA. ALUMINUM CAP ON TOP
NORTHERLY CURB MANITOU AVE IN LINE W/
WESTERLY SIDE 7-11 STORE AT 337 MANITOU AVE

AGENCIES

OWNERS/DEVELOPER: CITY OF MANITOU SPRINGS PUBLIC WORKS
101 BANKS PLACE
MANITOU SPRINGS, CO 80829

CIVIL ENGINEER: M & S CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
VIRGIL A. SANCHEZ P.E. (719) 955-5485

GAS & ELECTRIC JOINT TRENCH: COLORADO SPRINGS UTILITIES
7710 DURANT DR.
COLORADO SPRINGS, CO 80947
CASEY SULLIVAN (719) 668-5745

COMMUNICATIONS: QWEST COMMUNICATIONS
(U.N.C.C. LOCATORS) (800) 922-1987
AT&T (LOCATORS) (719) 635-3674

NOTE:

THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATION OF ALL TIE-IN/CONNECTIONS TO EXISTING MANHOLES AND/OR STUBS PRIOR TO CONSTRUCTION. ANY DISCREPANCY TO THE ANTICIPATED/PREVIOUSLY MEASURED ELEVATIONS PROVIDED ON THE PLANS SHALL BE CONVEYED TO THE ENGINEER AND A RESOLVE REACHED PRIOR TO INSTALLATION.

SHEET INDEX

- SHEET 1 COVER SHEET
SHEET 2 DEMOLITION PLAN
SHEET 3 SANITARY SEWER PLAN & PROFILE
SHEET 4 CULVERT PLAN & PROFILE
SHEET 5 SOUTH HEADWALL DETAILS
SHEET 6 SOUTH WINGWALL DETAILS
SHEET 7 NORTH HEADWALL DETAILS
SHEET 8 NORTH WINGWALL DETAILS
SHEET 9 DETAILS
SHEET 10 DETAILS

THE CITY OF MANITOU SPRINGS PUBLIC WORKS WATER PLAN DESIGN APPROVAL	
PROJECT NUMBER: _____	
WORK ORDER NUMBER: _____	
APPROVAL EXPIRES ONE (1) YEAR FROM THE DATE ABOVE AND RESUBMITTAL OF THESE PLANS FOR REVIEW AND APPROVAL IS REQUIRED IF CONSTRUCTION DOES NOT BEGIN DURING THIS PERIOD.	

ISSUED AUGUST 13, 2025

SANDRA LANE - SUTHERLAND CREEK CROSSING	
SANITARY SEWER COVER SHEET	
PROJECT NO. 70-137A	DATE: 03/14/2025
DESIGNED BY: VAS	HORIZONTAL: N/A
DRAWN BY: SM	VERTICAL: N/A
CHECKED BY: VAS	SHEET 1 OF 10
SS01	

212 N. WAHSATCH AVE, STE 305
COLORADO SPRINGS CO 80903
PHONE: 719-955-5485

FOR AND ON BEHALF OF CONSULTANTS, INC.

REVISIONS:	NO.	DATE:	BY:	DESCRIPTION:	APPROVED BY:	DATE:
	1	3/26/2025	VAS	VARIOUS REVISIONS		

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARE OF THESE PLANS.

CAUTION

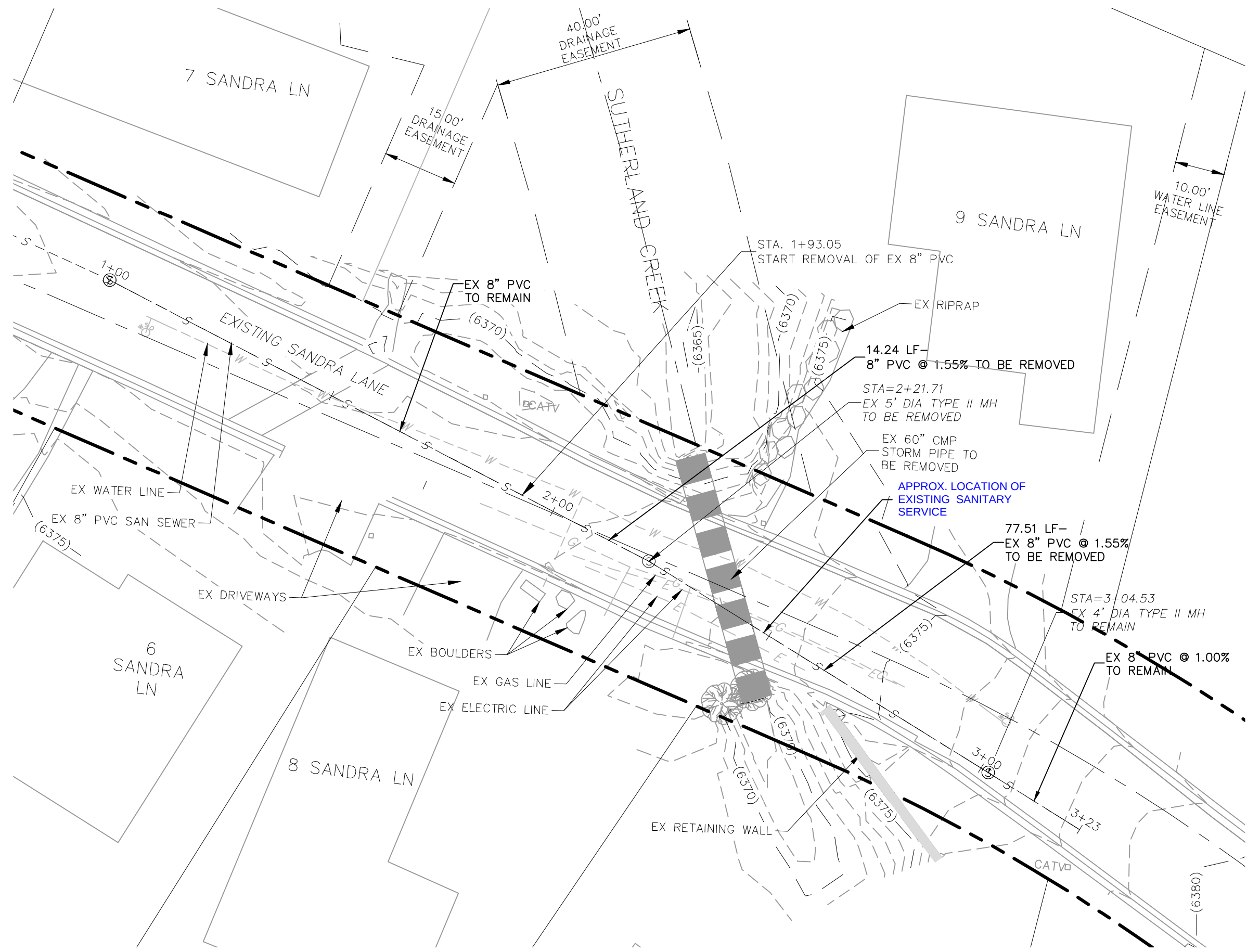


FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

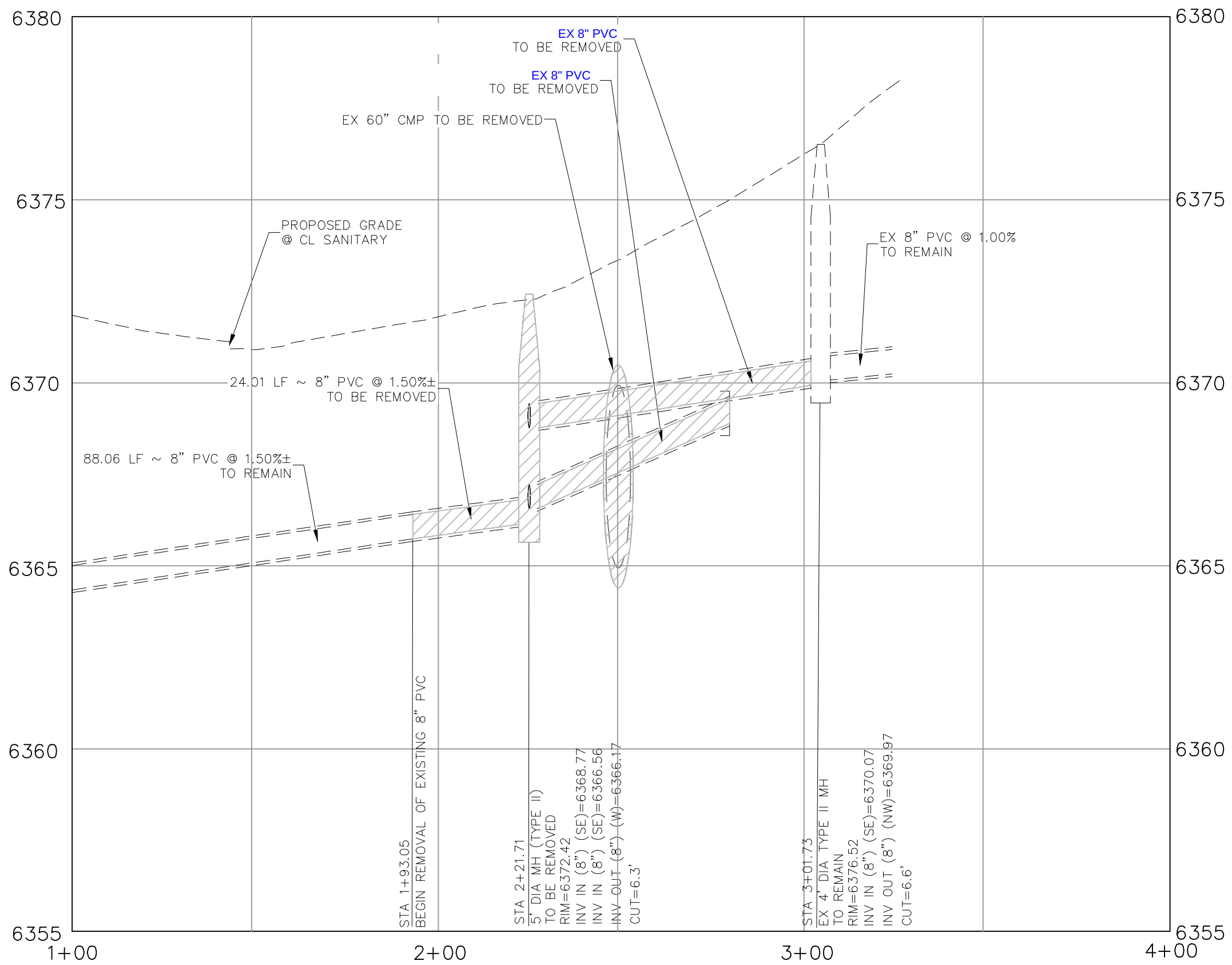
FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

STATEMENT:

THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.

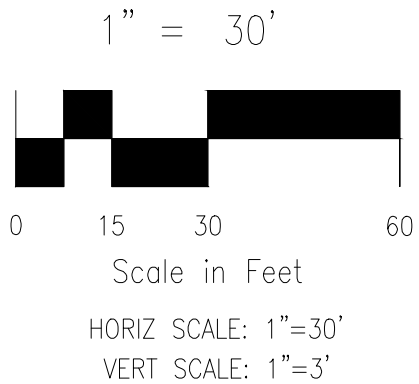


8" PVC SANITARY SEWER (PUBLIC)
STA 2+05.70 TO STA 3+01.73



8" PVC SANITARY SEWER (PUBLIC)

TO BE REMOVED



FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

STATEMENT:

THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.

REVISIONS:		APPROVED BY:		DATE:	
NO.	DATE	BY	DESCRIPTION	DATE	

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

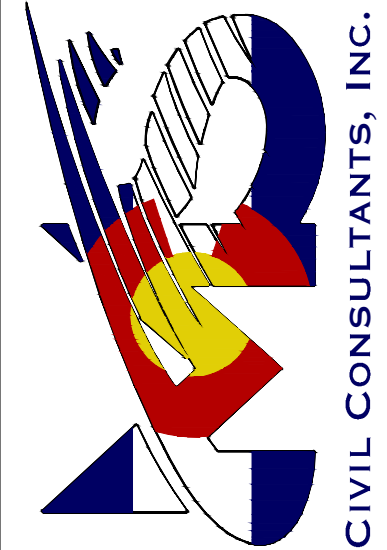
CAUTION

VIRGIL A. SANCHEZ, COLORADO P.E. NO. 37160



FOR AND ON
BEHALF OF
WAS CIVIL
CONSULTANTS,
INC.

212 N. WAHATCH AVE., STE. 305
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485



CIVIL CONSULTANTS, INC.

SANDRA LANE – SUTHERLAND CREEK CROSSING

DEMOLITION PLAN

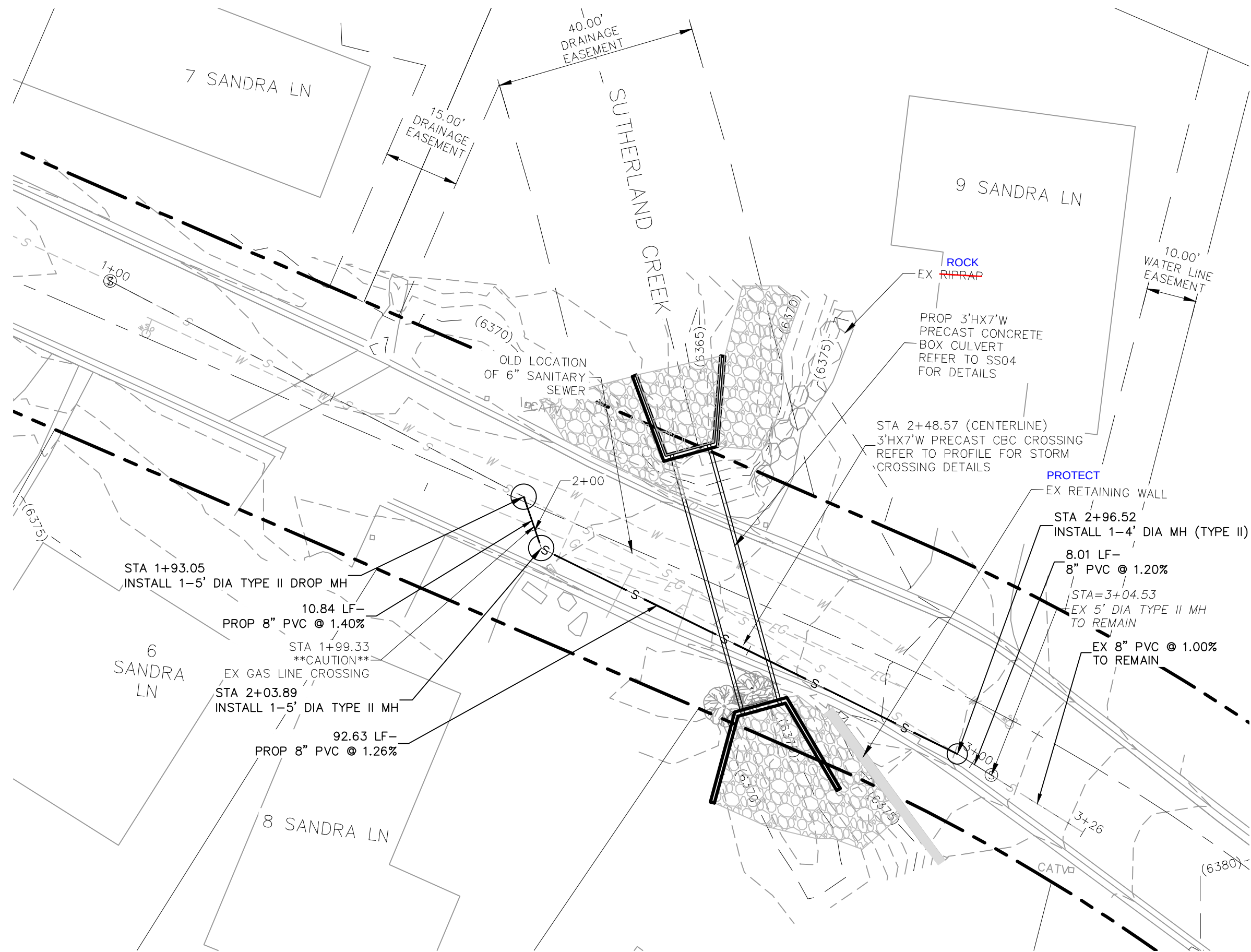
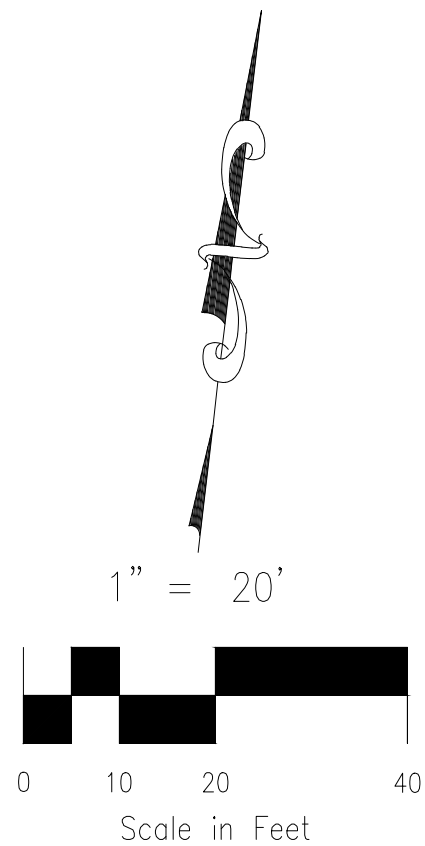
PROJECT NO. 70-137A		SCALE:		DATE: 03/14/2025	
DESIGNED BY: VAS		HORIZONTAL:		SHEET 2 OF 10	
DRAWN BY: SM		1"=20', 1"=30'			
CHECKED BY: VAS		VERTICAL:			
		1"=3'		SS02	



FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

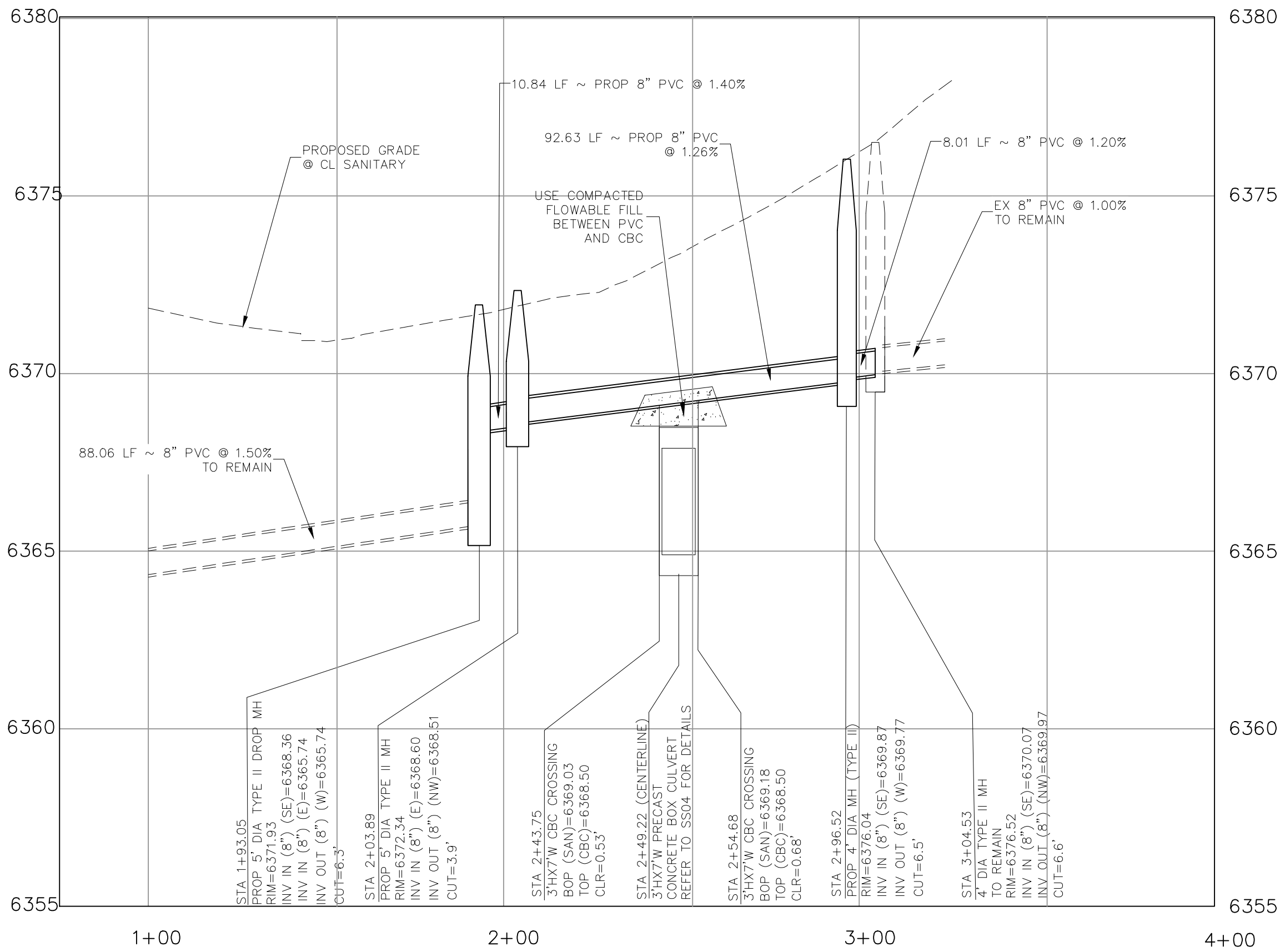
STATEMENT:

THE CITY OF MANITOU SPRINGS, COLORADO RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN; THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY. RESUBMITAL REQUIRED IF CONSTRUCTION HAS NOT COMMENCED WITHIN 180 DAYS AFTER APPROVAL DATE.

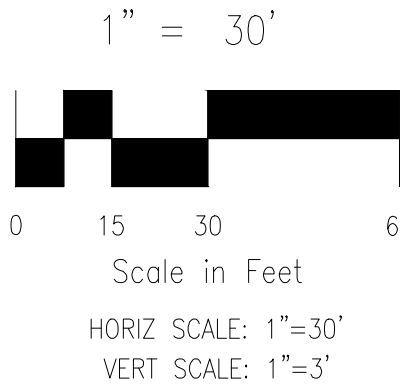


8" PVC SANITARY SEWER (PUBLIC)
STA 1+93.05 TO STA 3+05.53

NOTE:
REMOVE AND REPLACE CURB & GUTTER, AND ASPHALT PAVING IN-KIND.



8" PVC SANITARY SEWER (PUBLIC)



REVISIONS:		APPROVED BY:		DATE:	
NO.	DATE	BY	DESCRIPTION		

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THESE PLANS.

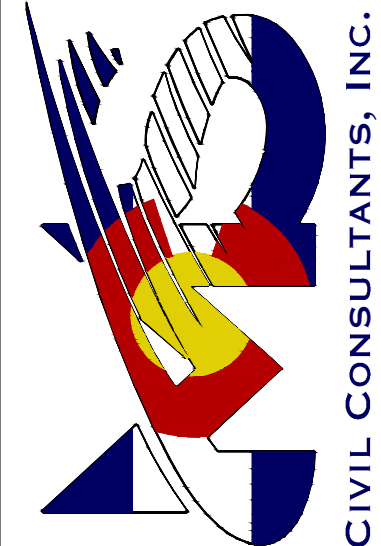
CAUTION

VIRGIL A. SANCHEZ, COLORADO, P.E. NO. 37160



FOR AND ON
BEHALF OF
MKS CIVIL
CONSULTANTS,
INC.

212 N. WAHATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485

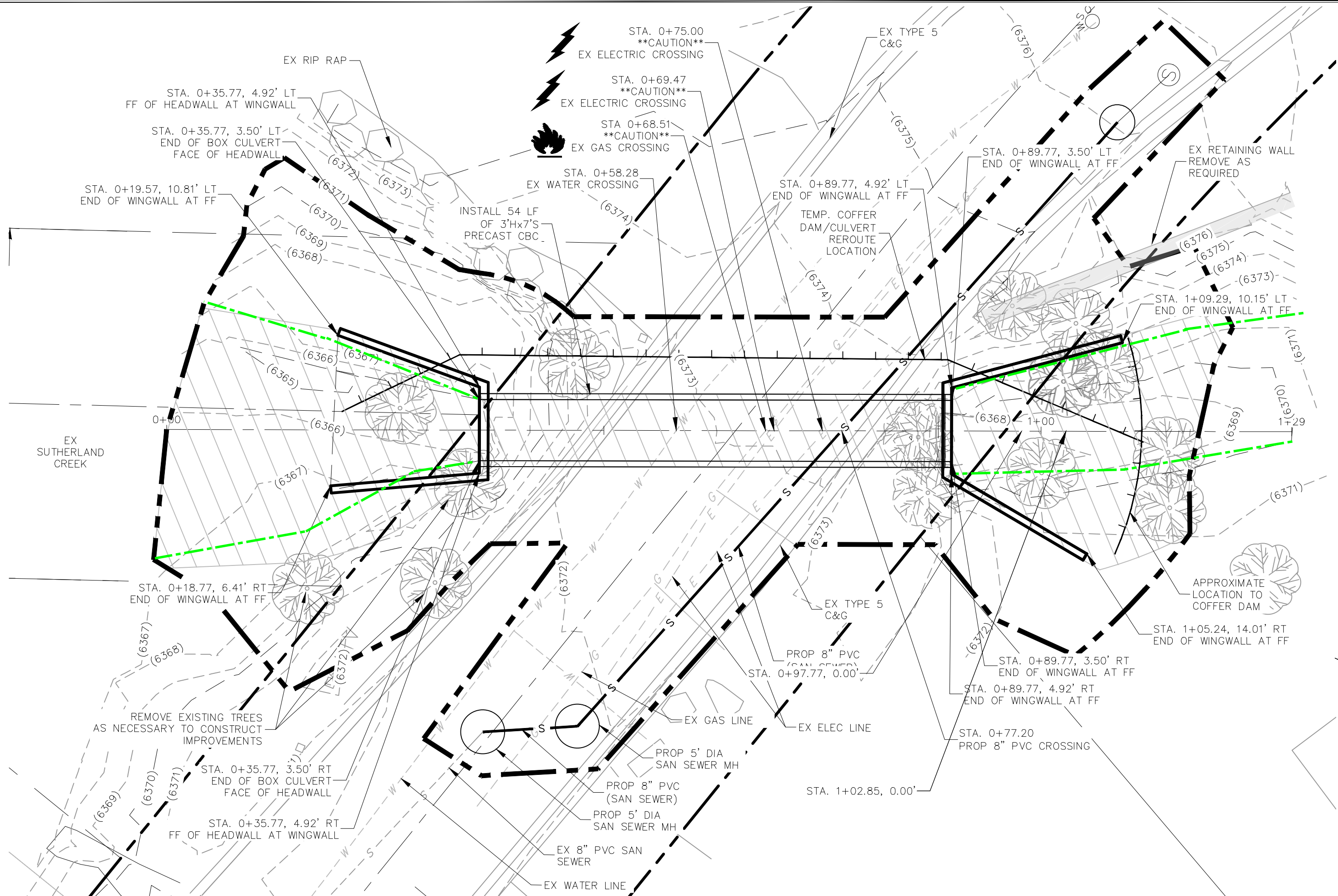


CIVIL CONSULTANTS, INC.

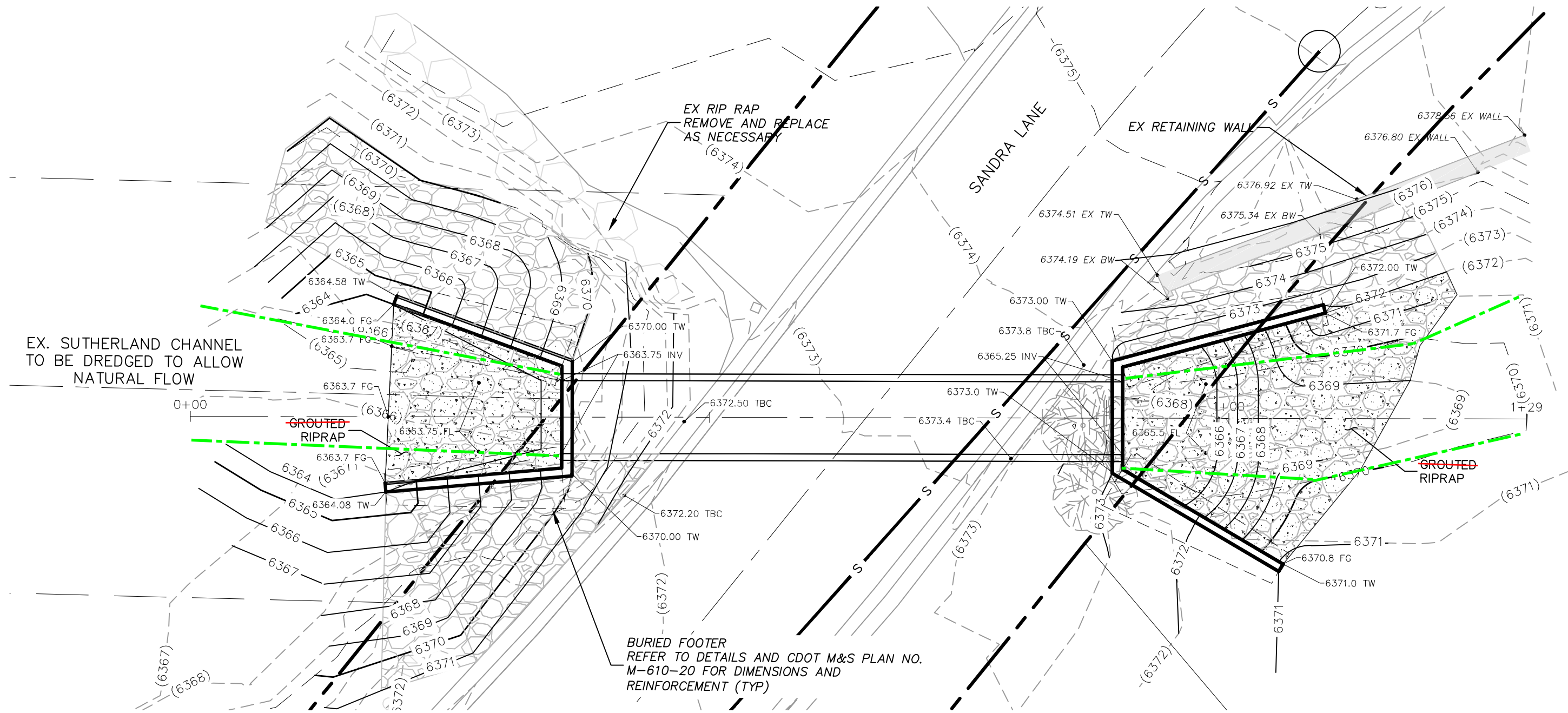
SANDRA LANE – SUTHERLAND CREEK CROSSING

PROPOSED SANITARY PLAN & PROFILE

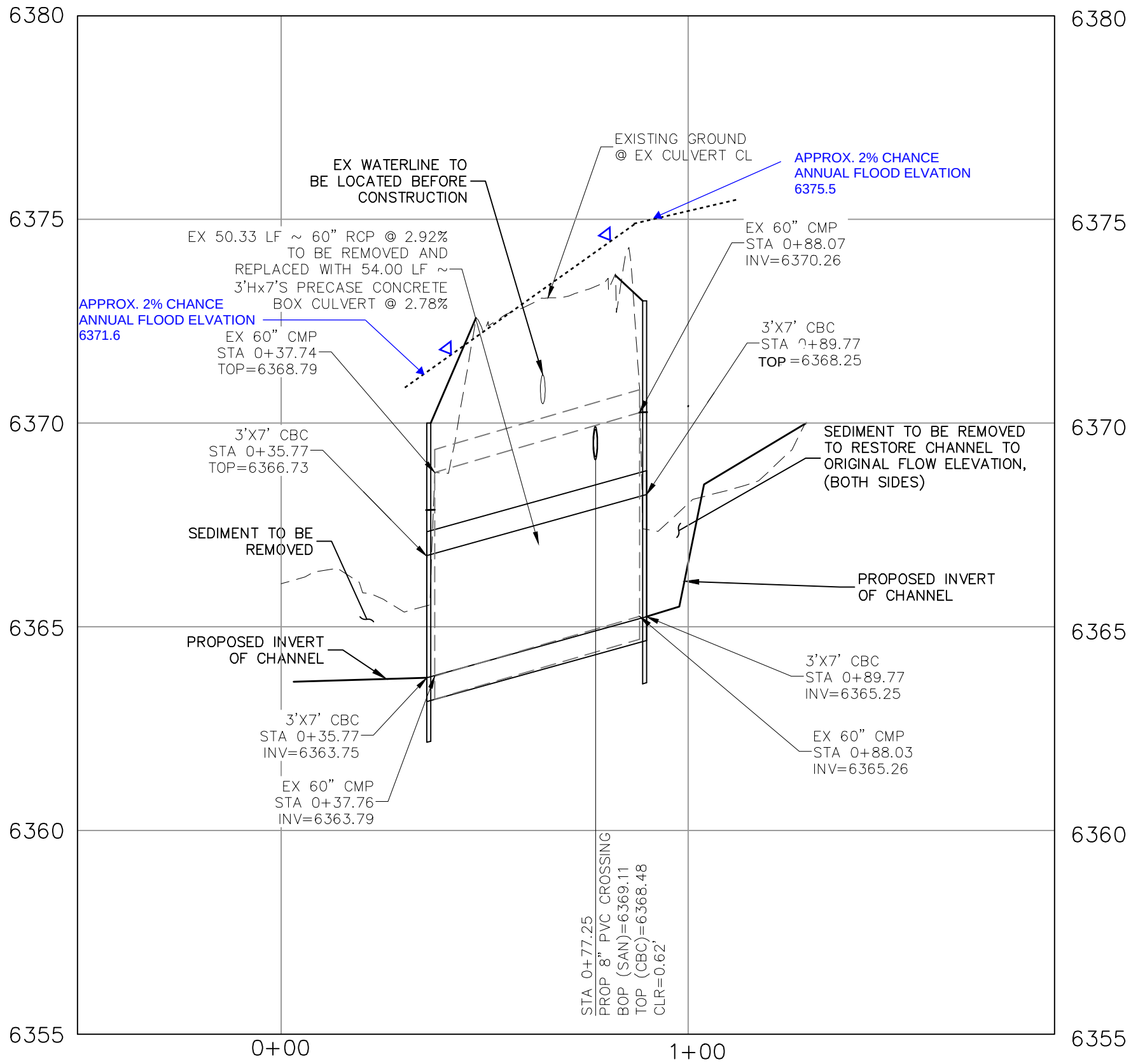
PROJECT NO. 70-137A		SCALE:		DATE:	
DESIGNED BY:	VAS	HORIZONTAL:	1"=20', 1"=30'	SHEET 3 OF 10	
DRAWN BY:	SM	VERTICAL:	1"=3'		
CHECKED BY:		SS03			



3'Hx7'S PRECAST CONCRETE BOX CULVERT (PUBLIC)
STA 0+0.00 TO STA 1+29.00



GRADING 3'Hx7'S PRECAST CONCRETE BOX CULVERT (PUBLIC)



3'Hx7'S PRECAST CONCRETE BOX CULVERT (PUBLIC)

NOTES:

1. CONTRACTOR TO PROVIDE PLANS AND/OR PROCEDURES FOR DEWATERING DURING CONSTRUCTION
2. LOCATIONS OF THE EXISTING UTILITIES SHOWN IN PLAN AND PROFILE ARE APPROXIMATE.
3. BOX CULVERT JOINTS SHALL BE SEALED TO WATERTIGHT IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS.

- ORDINARY HIGH WATER MARK
- APPROXIMATE WATER SURFACE ELEVATION
- APPROXIMATE LIMITS OF DISTURBANCE (0.12 ACRES)
- DISTURBANCE WITHIN WATERS OF THE U.S. (0.12 ACRES)
- TEMPORARY COFFER DAM
- BURIED FOOTER, REFER TO STANDARD PLAN NO. M-601-20

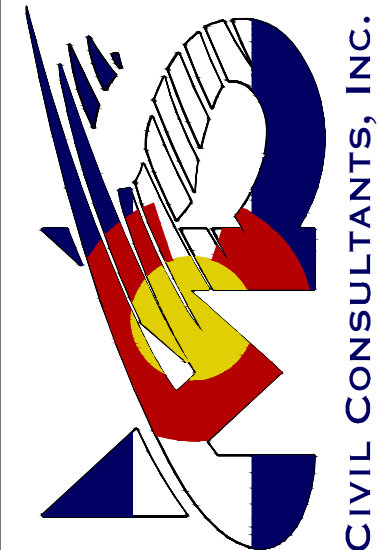


FOR LOCATING & MARKING GAS, ELECTRIC, WATER & TELEPHONE LINES
FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

STATEMENT:

THE CITY OF MANITOU SPRINGS, COLORADO RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN; THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY. RESUBMITTAL REQUIRED IF CONSTRUCTION HAS NOT COMMENCED WITHIN 180 DAYS AFTER APPROVAL DATE.

212 N. WAHATCH AVE., STE. 305
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485



FOR AND ON BEHALF OF
M&S CIVIL CONSULTANTS, INC.



REVISIONS:		APPROVED BY:		DATE:	
NO.	DATE	BY	DESCRIPTION	DATE	

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARE OF THESE PLANS.

CAUTION

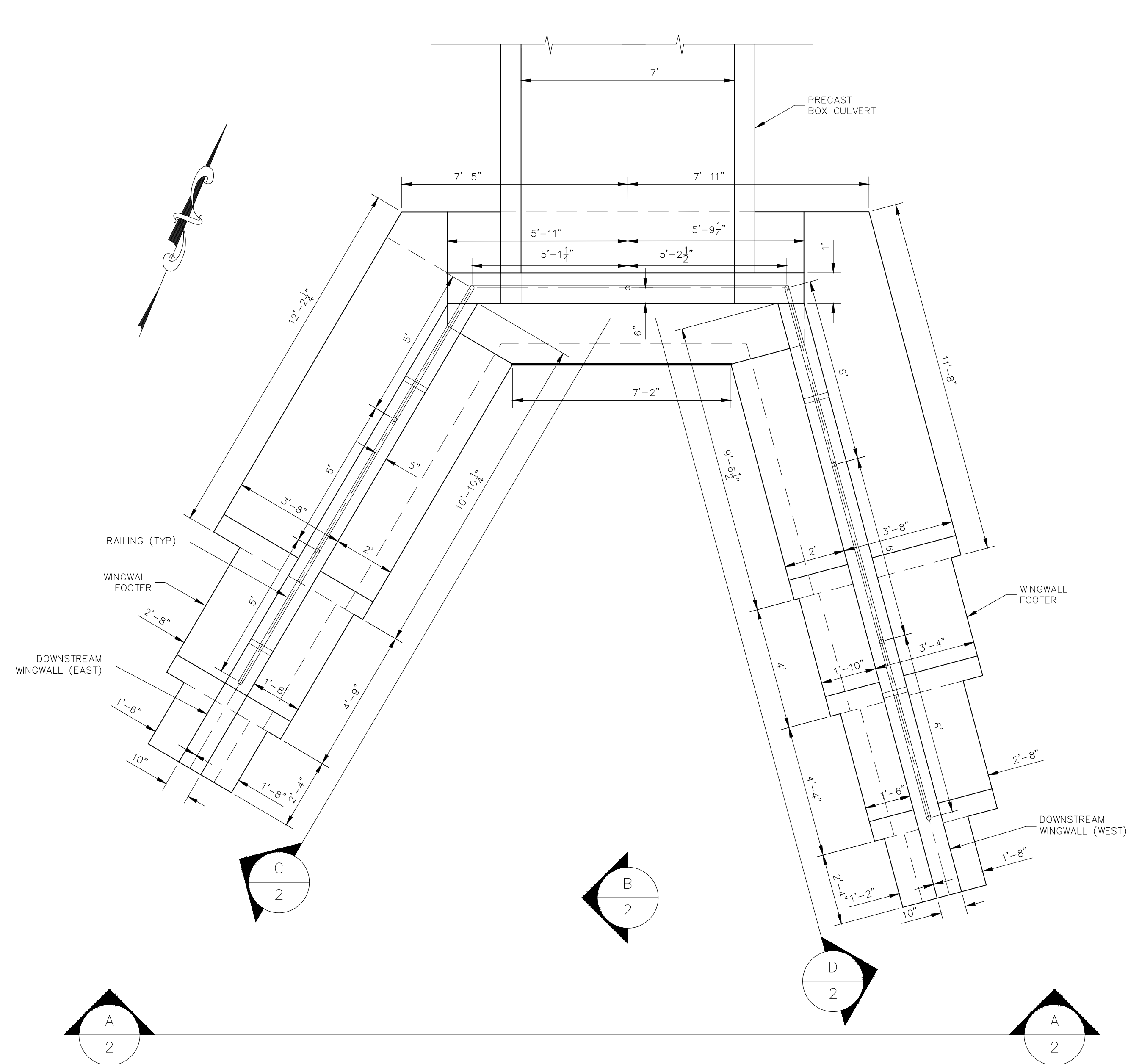
SANDRA LANE - SUTHERLAND CREEK CROSSING		PROPOSED CULVERT PLAN & PROFILE	
PROJECT NO. 70-137A		DATE: 03/14/2025	
DESIGNED BY: VAS		SCALE: HORIZONTAL: 1"=10'	
DRAWN BY: SM		VERTICAL: 1"=3'	
CHECKED BY: VAS		SHEET 4 OF 10	
		SS04	

FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

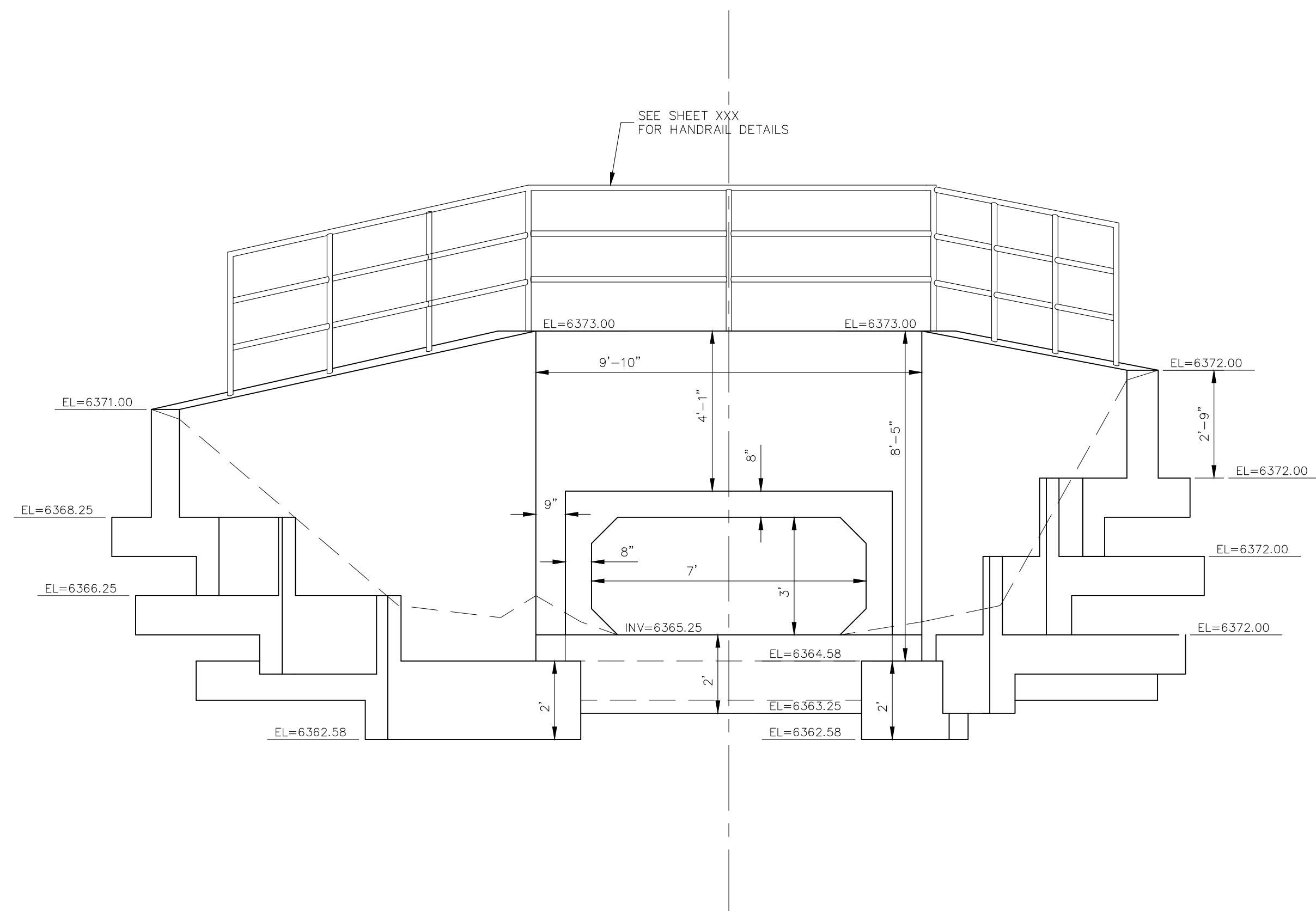
STATEMENT:

THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.



UPSTREAM (SOUTH) HEADWALL/WINGWALL DETAIL
SCALE : $\frac{3}{8}" = 1'$

FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20
ADJUST TO FIT IN THE FIELD



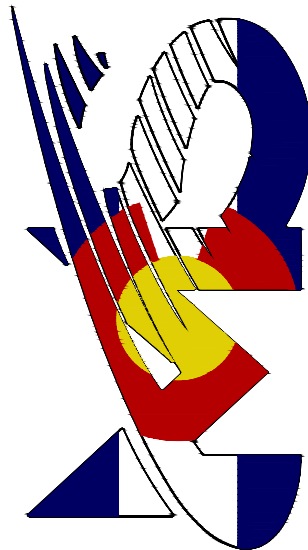
UPSTREAM (SOUTH) HEADWALL/WINGWALL ELEVATION

SECTION A
SCALE : $\frac{3}{8}" = 1'$

FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20
ADJUST TO FIT IN THE FIELD

[illegible]

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.



FOR AND ON
BEHALF OF
M&S CIVIL
CONSULTANTS,
INC.

VIRGIL A. SANCHEZ, COLORADO P.E. NO. 37160

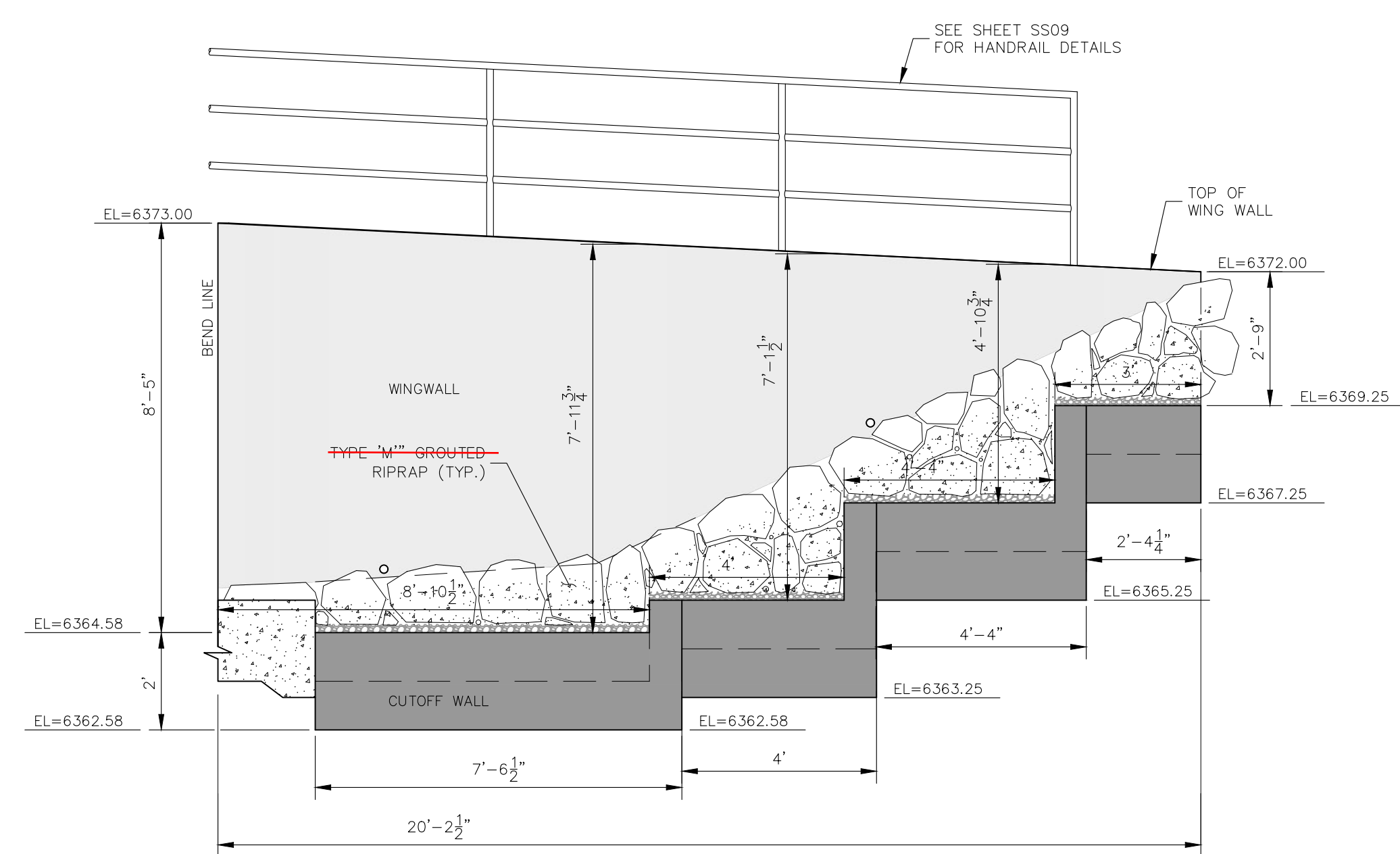
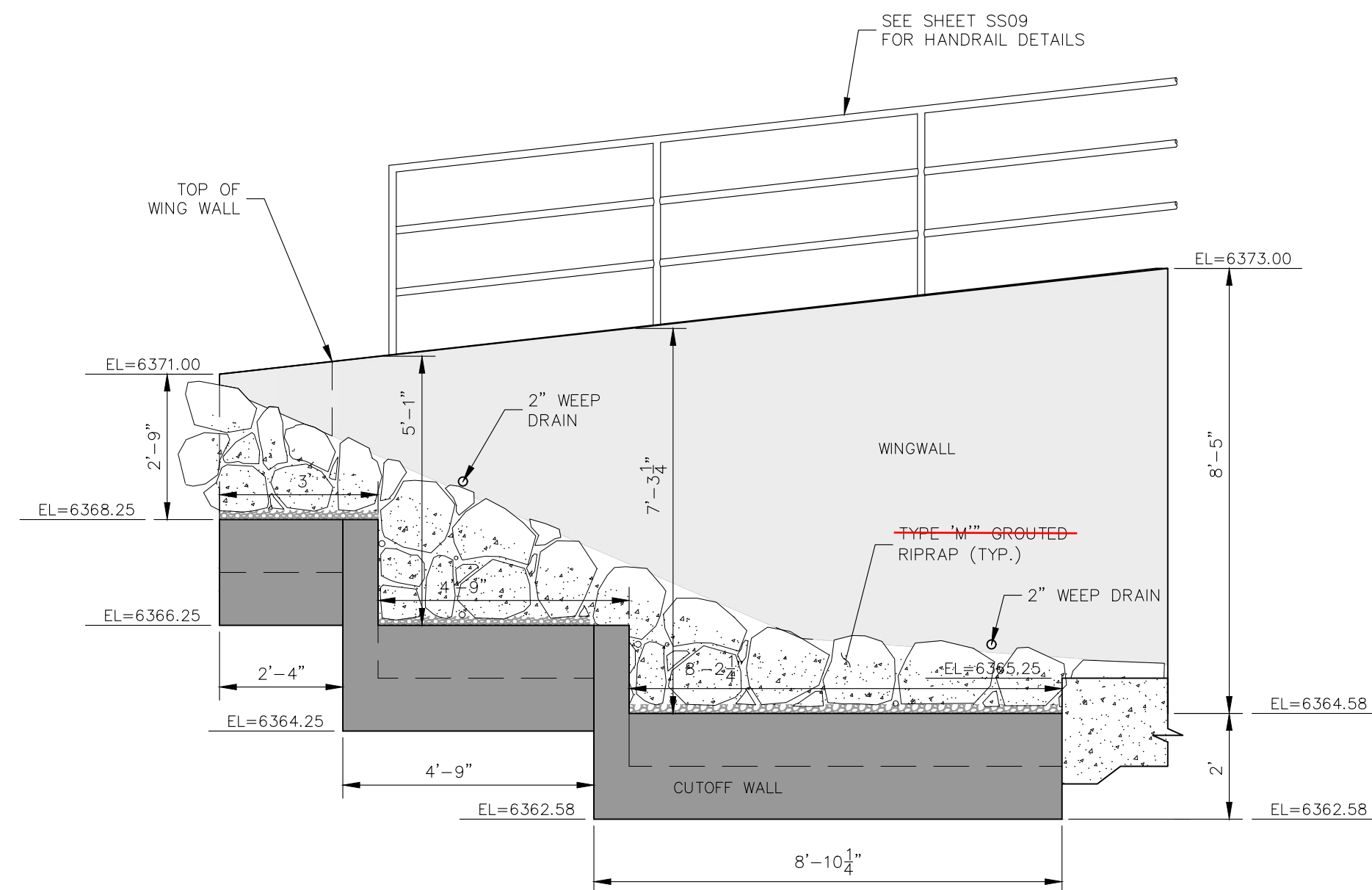
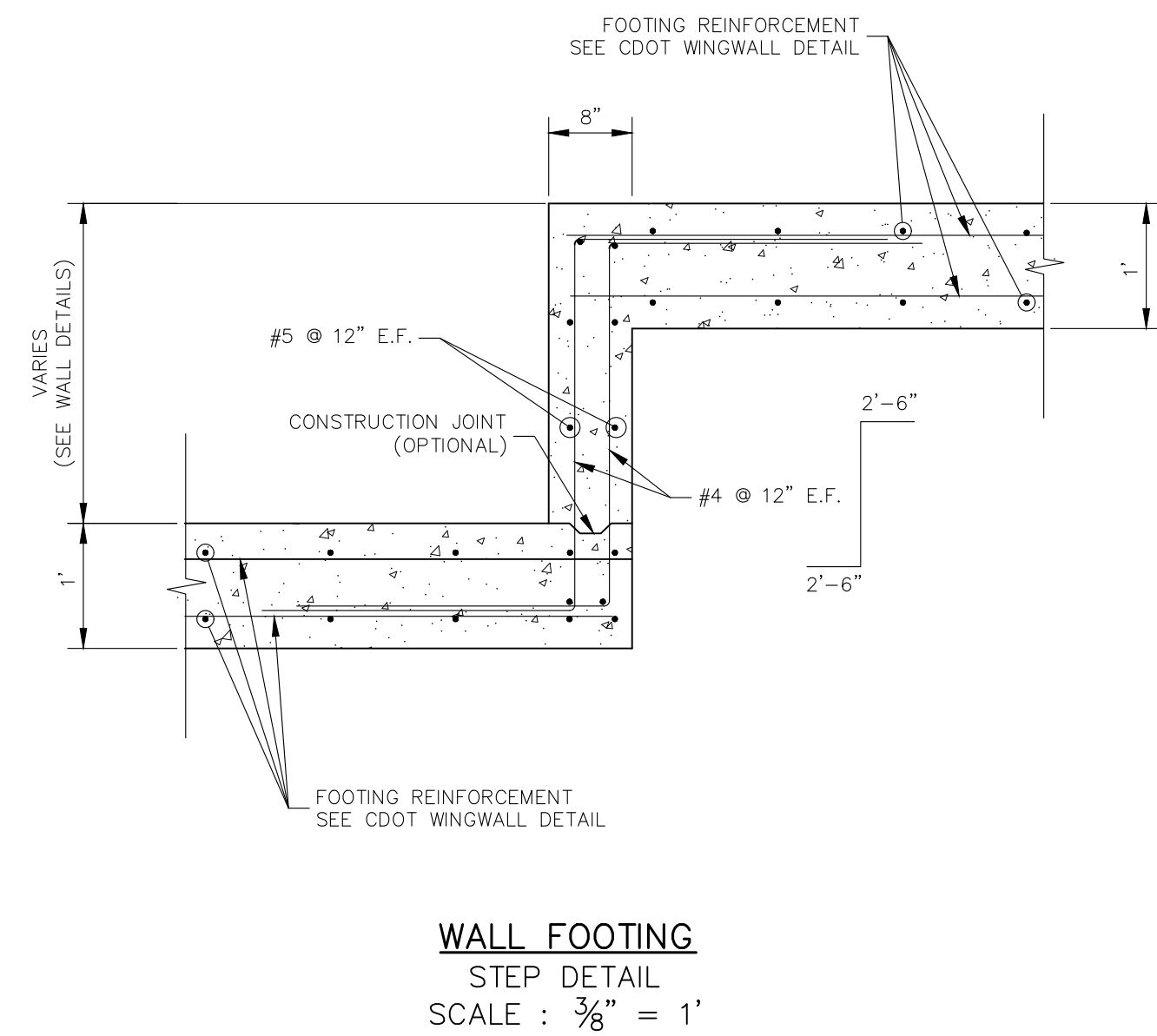
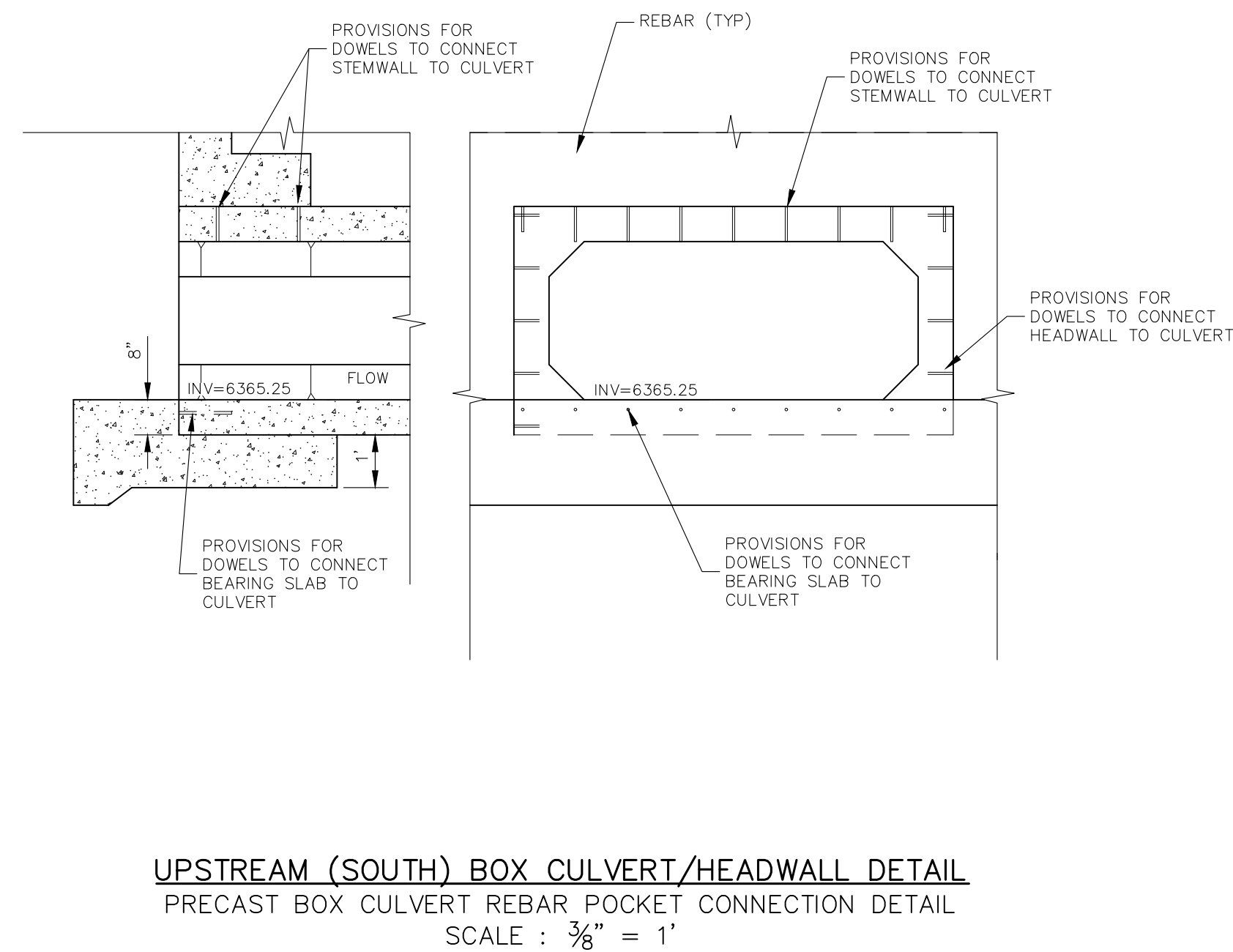
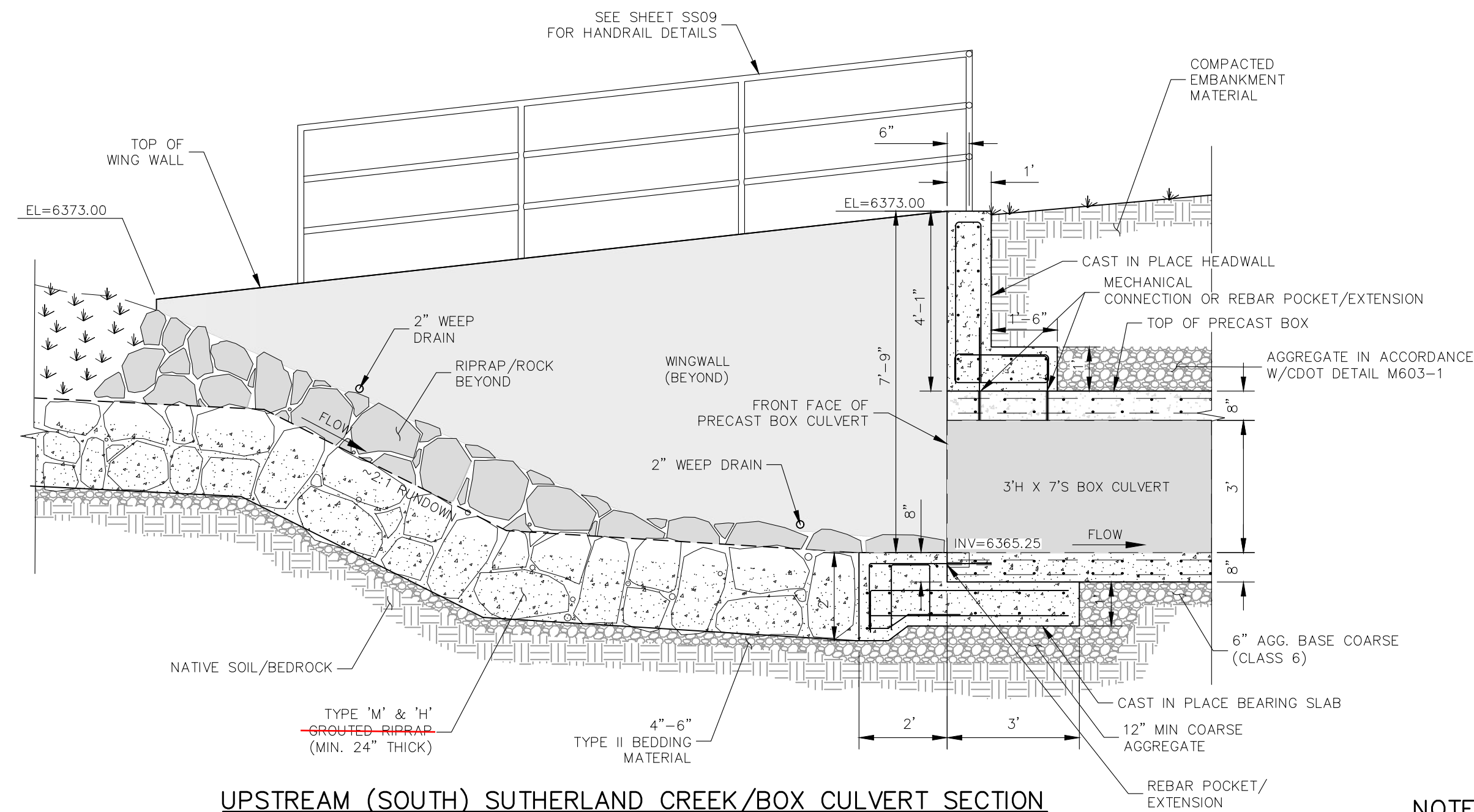
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SANDRA LANE – SUTHERLAND CREEK CROSSING

SOUTH HEADWALL DETAILS

PROJECT NO. 70-137A	SCALE:	DATE: 03/14/2025
---------------------	--------	------------------

5055



FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

STATEMENT:

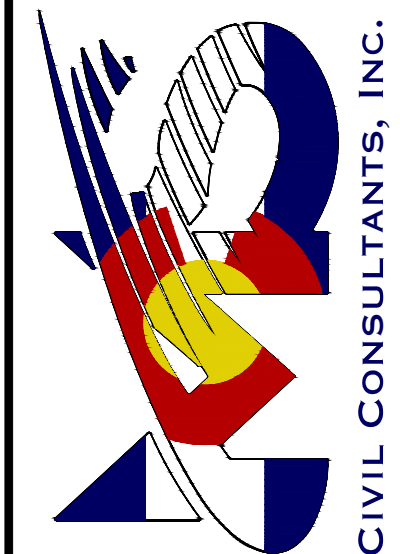
THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.

[illegible]

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

CAUTION

MIRGIL A. SANCHEZ, COLORADO P.E. NO. 37160



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SANDRA LANE – SUTHERLAND CREEK CROSSING

SOUTH HEADWALL DETAILS

PROJECT NO. 70-137A	SCALE:	DATE: 03/14/2025
---------------------	--------	------------------

9055

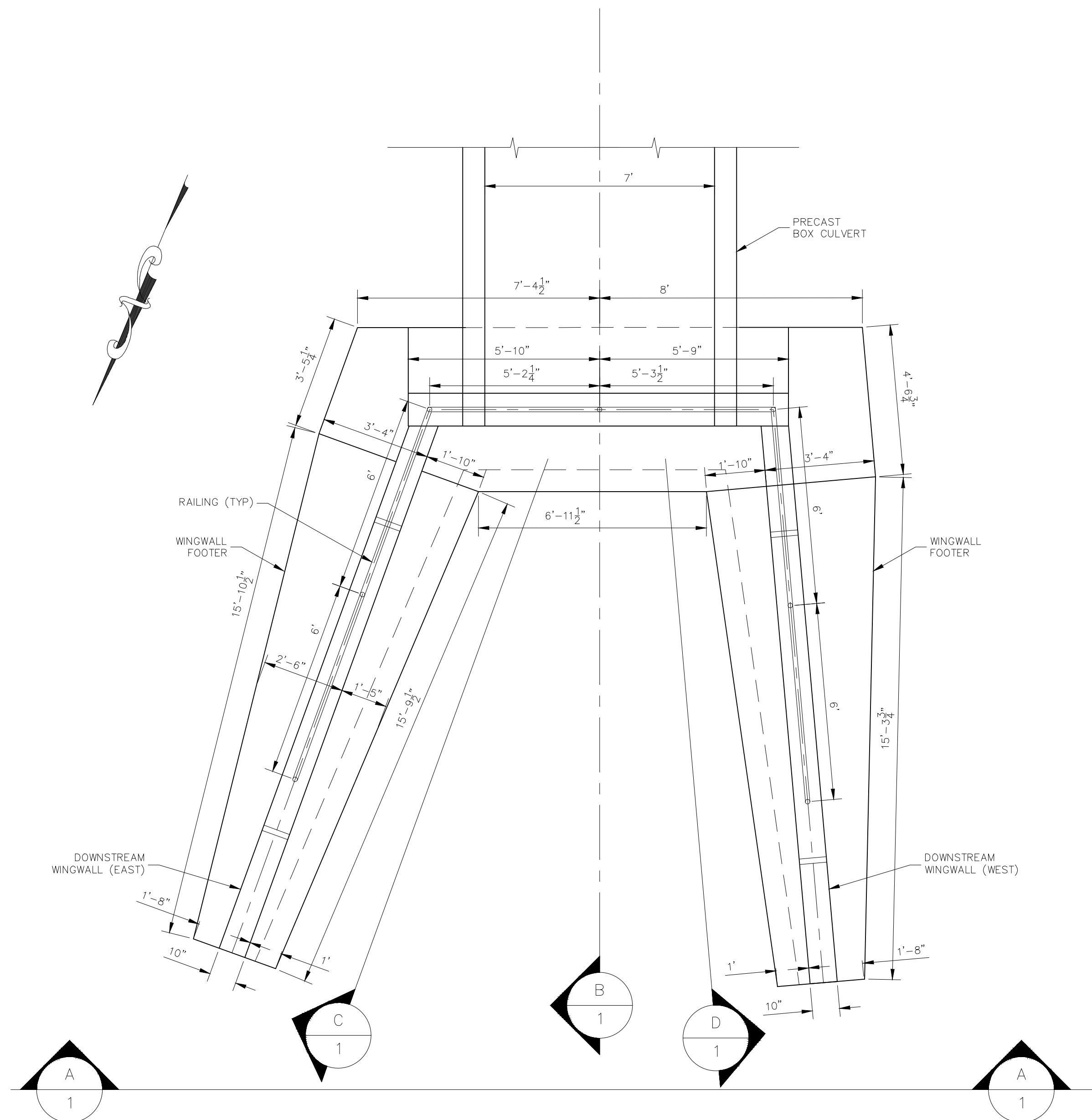
SHEET 6 OF 10

FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

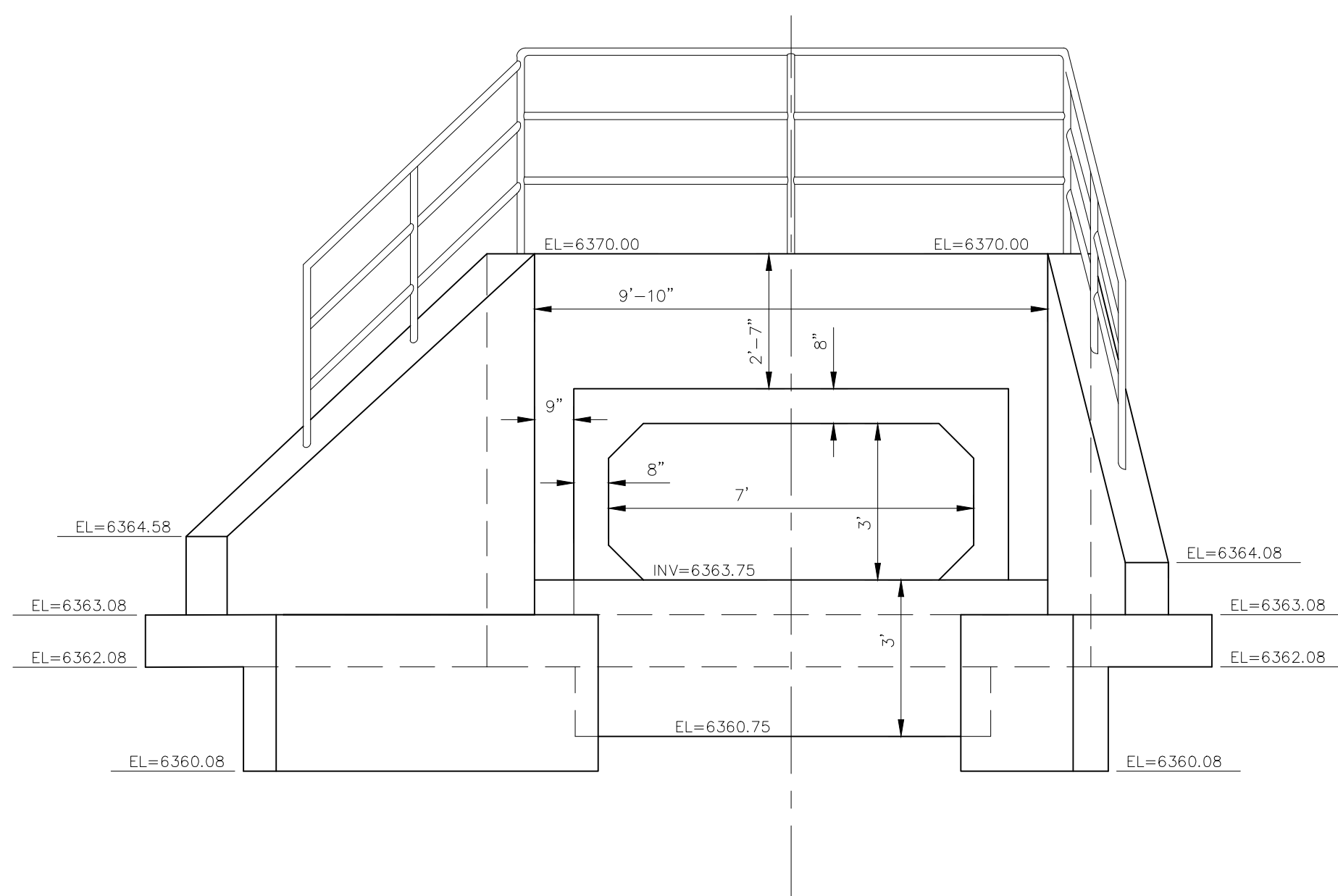
STATEMENT:

THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.



DOWNSTREAM (NORTH) WINGWALL/HEADWALL DETAIL
SCALE : $\frac{3}{8}" = 1'$

FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20
ADJUST TO FIT IN THE FIELD



DOWNSTREAM (NORTH) HEADWALL/WINGWALL ELEVATION
SECTION A
SCALE : $\frac{3}{8}" = 1'$

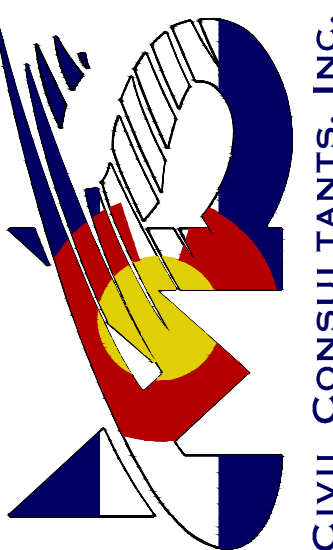
FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20
ADJUST TO FIT IN THE FIELD

[illegible]

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

VIRGIL A. SANCHEZ, COLORADO P.E. NO. 37160

FOR AND ON
BEHALF OF
M&S CIVIL
CONSULTANTS,
INC.



CIVIL CONSULTANTS, INC.

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SANDRA LANE - SUTHERLAND CREEK CROSSING

NORTH HEADWALL DETAILS

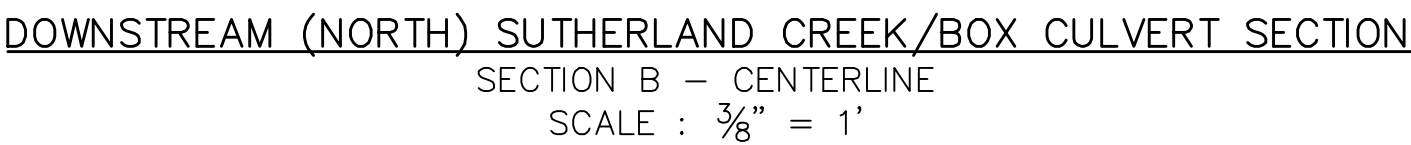
PROJECT NO. 70-137A

SCALE:
HORIZONTAL:

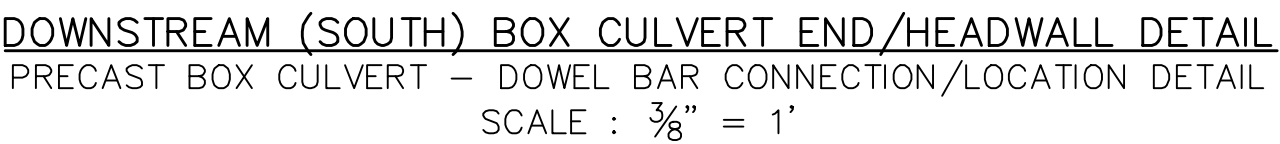
DATE: 03/14/2025

SS07

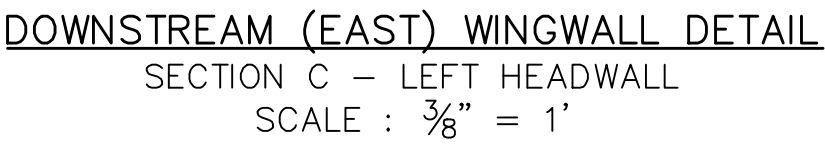
SHEET 7 OF 10



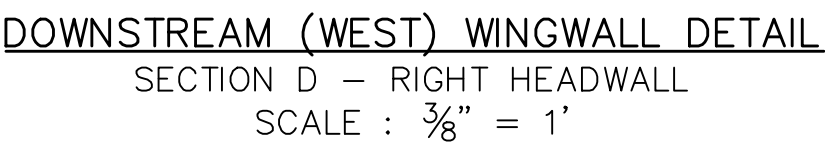
FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20



FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20



FOR INFORMATIONAL PURPOSES ONLY
SEE SHEET 10 OF 10 FOR CDOT
STANDARD M-601-20



FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

STATEMENT:

THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.

Page 89 of 296

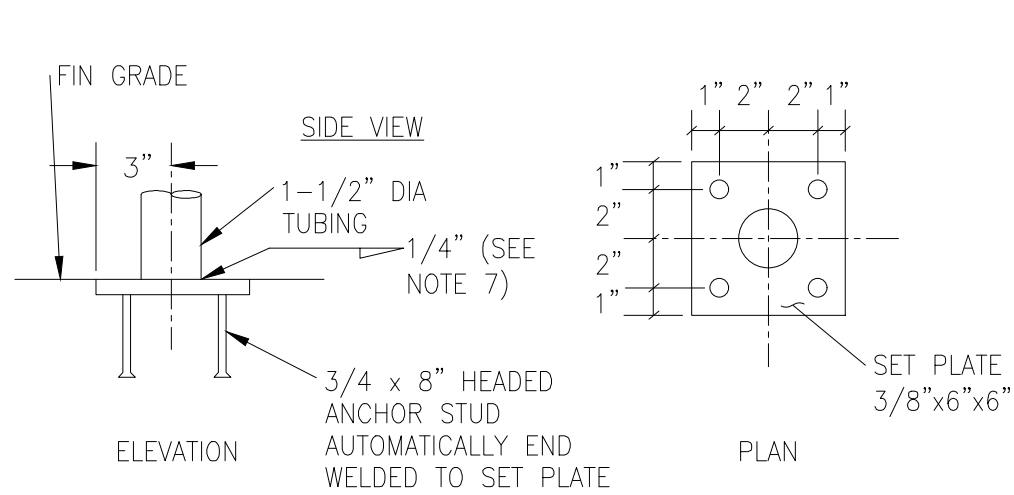


FOR BURIED UTILITY INFORMATION
48 HRS BEFORE YOU DIG
CALL 1-800-922-1987

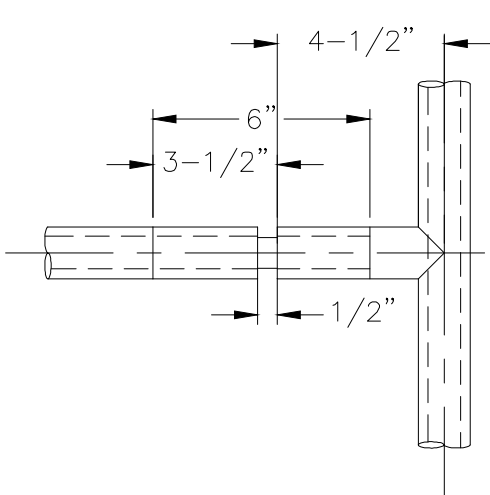
FOR LOCATING
& MARKING
GAS,
ELECTRIC,
WATER &
TELEPHONE
LINES

STATEMENT:

THE CITY OF MANITOU SPRINGS,
COLORADO RECOGNIZES THE
DESIGN ENGINEER AS HAVING
RESPONSIBILITY FOR THE DESIGN;
THE CITY HAS LIMITED ITS SCOPE
OF REVIEW ACCORDINGLY.
RESUBMITTAL REQUIRED IF
CONSTRUCTION HAS NOT
COMMENCED WITHIN 180 DAYS
AFTER APPROVAL DATE.



- 1) PIPE EMBEDMENT MAY BE SUBSTITUTED FOR WELD PLATES.
- 2) CONTRACTOR TO SUBMIT SHOP DRAWINGS TO CITY OF MANITOU FOR APPROVAL PRIOR TO FABRICATION.
- 3) DESIGN CRITERIA SHALL BE IN ACCORDANCE WITH AASHTO STANDARDS.
- 4) HANDRAIL DESIGN SHALL BE COMPATIBLE WITH THE DESIGN OF THE WINGWALLS AND HEADWALLS.
- 5) RAILING POSTS SHALL BE SET TO NORMAL TO GRADE. RAILS SHALL RUN PARALLEL TO THE SLOPES OF THE TOP OF WALLS
- 6) ALL RAILS SHALL BE FREE OF ANY SHARP EDGES OR CORNERS.

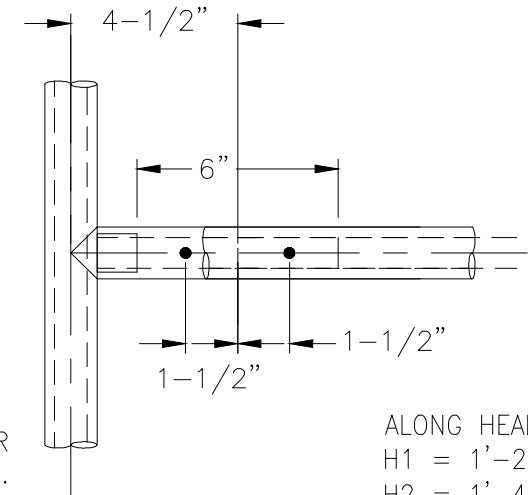


HANDRAIL ASSEMBLY DETAILS

NOT TO SCALE

MECHANICAL TUBING, 1/4"
MIN. WALL THICKNESS, 1/16"
CHAMFER BOTH ENDS. REAM
PIPE FOR SLIP FIT 0.03" MAX.
CLEARANCE

13/32" DRILL AND CSK.
PIPE 1/16" DEEP BOTH
SIDES. PROVIDE 3/8" DIA
SOFT STEEL ROD SUITABLE FOR
FIELD RIVETING, GRIND SMOOTH.

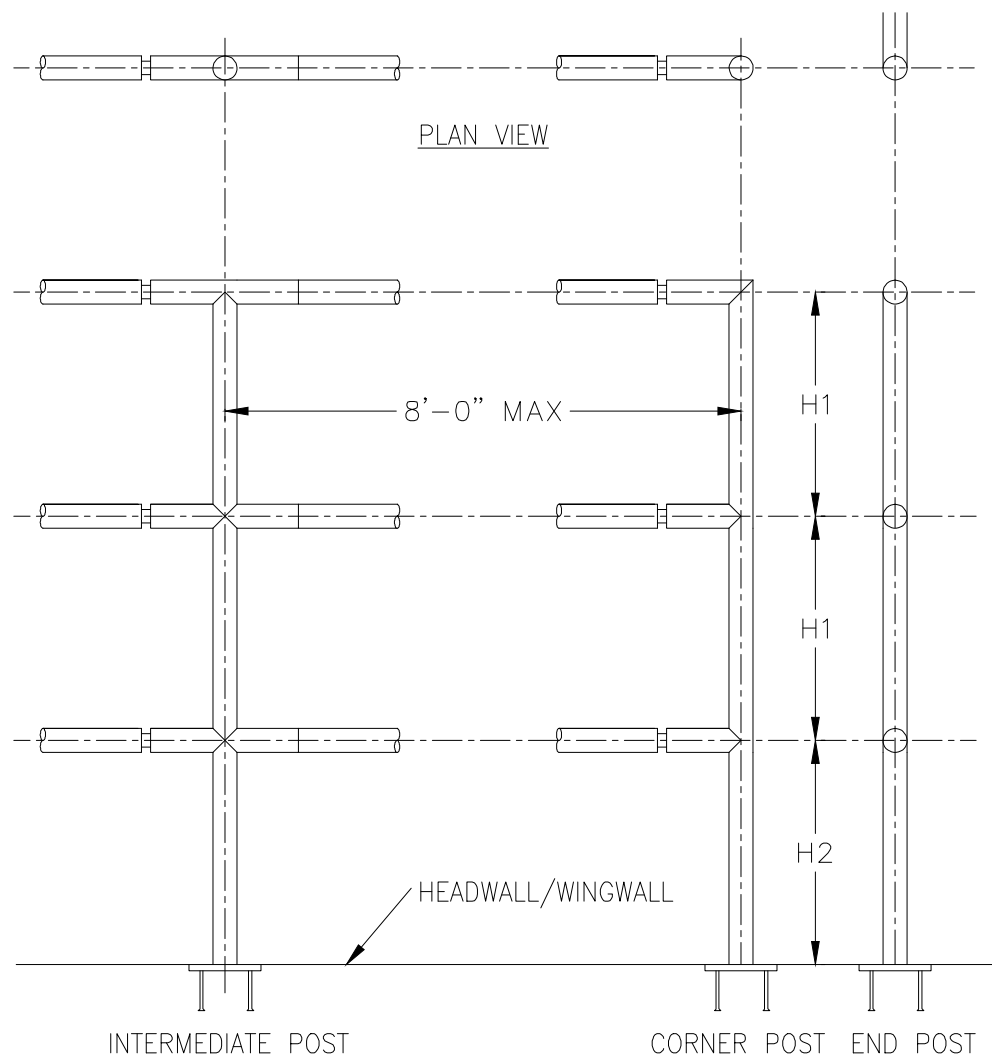


ALONG HEADWALL
H1 = 1'-2"
H2 = 1'-4 7/16"

ALONG WINGWALL
H1 & H2 = 1'-2"

DIMENSIONS SHOULD BE FIELD
VERIFIED AGAINST ACTUAL CAST IN
PLACE STRUCTURE DIMENSIONS.

NOTE:
PROVIDE TOOLED JOINTS @ 10' O.C.
WITH DOWELS AND EXPANSION
JOINTS @ 40' O.C.



HANDRAIL ASSEMBLY DETAILS

NOT TO SCALE

GENERAL CONSTRUCTION NOTES

CONCRETE SHALL BE MANUFACTURED, PRODUCED, DELIVERED, TESTED, AND PLACED IN ACCORDANCE WITH ALL CURRENT EDITIONS OF THE APPLICABLE ASTM, ACI, AND AASHTO SPECIFICATIONS UNLESS EXPRESSLY MODIFIED HEREIN

PORTLAND CEMENT SHALL CONFORM TO THE CURRENT PUBLISHED SPECIFICATIONS FOR ASTM C150 (STANDARD SPECIFICATION FOR PORTLAND CEMENT)

FINE AND COARSE AGGREGATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-33

ALL CAST IN PLACE CONCRETE SHALL HAVE A MINIMUM COMPRESSION YIELD STRENGTH OF 4,500 PSI AT 28 DAYS UNLESS OTHERWISE NOTED. HIGHER COMPRESSIVE STRENGTH CONCRETE IS ACCEPTABLE TO ACHIEVE EARLY CONCRETE STRENGTH THAT MAY BE DEEMED NECESSARY TO MEET CONSTRUCTION SCHEDULING PRIORITIES. CONCRETE SLUMP SHALL BE KEPT TO A MINIMUM WORKABLE LIMIT. AN "APPROVED" WATER REDUCING AGENT MY BE USED.

CONSTRUCTION JOINTS WILL OCCUR AT 10' INTERVALS UNLESS OTHERWISE SPECIFIED IN PLANS

CULVERT HEADWALLS AND WINGWALL SURFACES ABOVE GROUND, RETAINING WALLS AND ANY OTHER STRUCTURE WHERE VISIBLE FROM A TRAVELED WAY, SHALL RECEIVE A CLASS 2 (RUBBED FINISH). ALL EXPOSTED CONCRETE CORNERS SHALL BE CHAMFERED 3/4".

REINFORCING BARS SHALL CONFORM TO ASTM A-615 "SPECIFICATIONS FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT" AND SHALL BE GRADE 60.

THE MINIMUM LAP SPLICE LENGTH FOR EPOXY COATED REINFORCEMENT BARS SHALL BE AS FOLLOWS:

BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
SPLICE LENGTH	1'-3"	1'-6"	1'-10"	2'-2"	3'-8"	4'-8"	5'-11"	7'-3"

THE MINIMUM LAP SPLICE LENGTH FOR BLACK REINFORCEMENT BARS SHALL BE AS FOLLOWS:

BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
SPLICE LENGTH	1'-0"	1'-4"	1'-7"	1'-10"	2'-5"	3'-1"	3'-11"	4'-10"

THE BOTTOM AND SIDE SLOPES OF ANY EXCAVATION IN SOIL AGAINST WHICH CONCRETE IS TO BE PLACED SHALL BE FINISHED CAREFULLY TO THE ELEVATIONS AND DIMENSIONS SHOWN ON THE APPROVED CONTRACT DOCUMENTS. PRIOR TO PLACEMENT OF THE LINING, THE TOP ONE (1) FOOT OF THE FOUNDATION MATERIAL SHALL BE COMPACTED TO NOT LESS THAN:

- A. FOR COHESIVE SOILS, 90% MAXIMUM MODIFIED PROCTOR DRY DENSITY AT + 2% OF OPTIMUM MOISTURE CONTENT OR 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AT + 2% OF OPTIMUM MOISTURE CONTENT.
- B. FOR COHESIONLESS SOILS, 92% MAXIMUM MODIFIED PROCTOR DRY DENSITY AT +2% OF OPTIMUM MOISTURE CONTENT OR 97% MAXIMUM STANDARD PROCTOR DRY DENSITY AT + 2% OF OPTIMUM MOISTURE CONTENT.
- C. FOR EXPANSIVE SOILS, 88% MAXIMUM MODIFIED PROCTOR DRY DENSITY AT 3% OR GREATER ABOVE OPTIMUM MOISTURE CONTENT OR 93% MAXIMUM STANDARD PROCTOR DRY DENSITY AT 1% OR GREATER ABOVE OPTIMUM MOISTURE CONTENT

UNLESS OTHERWISE SPECIFIED BY THE ENGINEER, TRENCH BACKFILL MAY CONSIST OF UNCLASSIFIED MATERIAL EXTENDING FROM A POINT 6 TO 12 INCHES ABOVE THE PIPE TO THE FINISH GRADE OR ROADWAY SUBGRADE. BACKFILL MATERIAL SHALL BE PLACED IN LIFTS OF A MAXIMUM 8 INCH UNCOMPACTED THICKNESS WITHIN THE RIGHT-OF-WAY OR UNDER ROADWAY SURFACES. LIFTS SHALL COMPACTED TO THE REQUIREMENTS OF A, B, OR C AS LISTED ABOVE.

BACKFILL SHALL NOT BE PLACED AGAINST CONCRETE CONSTRUCTION UNTIL THE CONCRETE HAS DEVELOPED SUFFICIENT STRENGTH AS DETERMINED BY THE ENGINEER TO WITHSTAND, WITHOUT INJURY, THE PRESSURES IMPOSED UPON THE STRUCTURE BY THE BACKFILL AND RELATED OPERATIONS

WEEP HOLES: WEEP HOLES SHALL BE CONSTRUCTED OF MINIMUM TWO (2) INCH DIAMETER PLASTIC OR GALVANIZED STEEL PIPE INSERTED TO THE THICKNESS OF THE CONCRETE LINING AND INSTALLED AT MAXIMUM 25 FOOT INTERVALS AT ALL CUTOFF WALLS IN ACCORDANCE WITH DETAILS

BEDDING FOR REINFORCED CONCRETE BOX. BEDDING FOR PRECAST CONCRETE BOX SECTIONS SHALL CONSIST OF A MINIMUM OF 6 INCHES OF GRANULAR MATERIAL BENEATH THE SECTION AND EXTEND TO A POINT 12 INCHES OVER THE SECTION OR AS OTHERWISE DETERMINED BY A GEOTECHNICAL SOILS REPORT.

PROTECTION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK. THE OMISSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF UNDERGROUND UTILITIES. THE CONTRACTOR WILL TAKE THE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES. ANY DAMAGE TO THE UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, AND ANY SERVICE DISRUPTION WILL BE SCHEDULED AND RESTORED BY THE CONTRACTOR

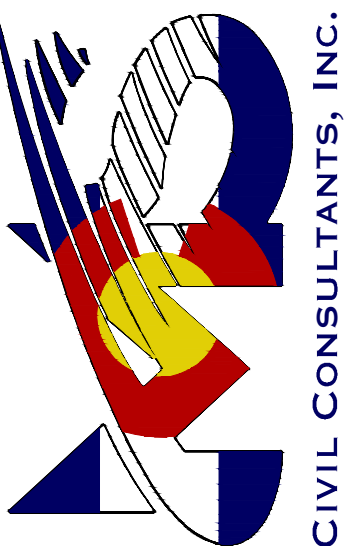
STREET REPAIR/REPLACEMENT SHALL BE PERFORMED IN ACCORDANCE WITH CHAPTER 12.22 OF THE CITY OF MANITOU CODE OF ORDINANCES OR AS DIRECTED BY THE CITY OF MANITOU MAINTENACNE DEPARTMENT.

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY DRAINAGE FACILITIES AND DEWATERING NECESSARY TO PREVENT PONDING OF WATER IN AREAS OF EXCAVATION AND WASHOUTS.

CLASSIFICATION AND GRADATION OF ORDINARY RIP RAP			
Rip Rap Designation by Weight	% Smaller Than Given Size (inches)	Intermediate Rock Dimension	d50* (inches)
Type VL	70 - 100	12	6**
	50 - 70	9	
	35 - 50	6	
	2 - 10	2	
Type L	70 - 100	15	9**
	50 - 70	12	
	35 - 50	9	
	2 - 10	3	
Type M	70 - 100	21	12
	50 - 70	18	
	35 - 50	12	
	2 - 10	4	
Type H	70 - 100	30	18
	50 - 70	24	
	35 - 50	18	
	2 - 10	6	
Type VH	70 - 100	42	24
	50 - 70	33	
	35 - 50	24	
	2 - 10	9	

GRADATION FOR GRANULAR BEDDING MATERIAL		
U.S. Standard Sieve Size	Percent Passing by Weight	
	Type I	Type II
3"	-	0 - 100
1-1/2"	-	-
3/4"	-	20 - 90
3/8"	100	-
# 4	95 - 100	0 - 20
# 16	45 - 80	-
# 50	10 - 30	-
#100	2 - 10	-
#200	0 - 2	0 - 3

212 N. WAHATCH AVE., STE. 305
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485



FOR AND ON
BEHALF OF
CIVIL CONSULTANTS,
INC.

VIRGIL A. SANCHEZ, COLORADO P.E. NO. 37160

REVISIONS:		APPROVED BY:		DATE:	
NO.	DATE	BY	DESCRIPTION		

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPAREK OF THESE PLANS.

CAUTION

SANDRA LANE - SUTHERLAND CREEK CROSSING

DETAILS

DATE: 03/14/2025

SCALE: HORIZONTAL: 1"=10' VERTICAL: 1"=3'

DESIGNED BY: WAS

DRAWN BY: SM

CHECKED BY: WAS

PROJECT NO.: 70-137A

SHEET 9 OF 10

SS09

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Certificate of Acknowledgement

Document Date: 08/14/2025

Number of Pages (including notarial certificate): 38

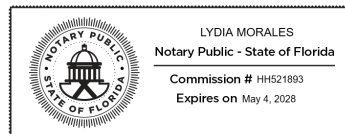
State of Florida

County of Marion

This foregoing instrument was acknowledged before me by means of online notarization,
this 08/14/2025 by Charles Adam Swain.



Lydia Morales



HH521893

05/04/2028

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced DRIVER LICENSE



Memorandum

Title: Fund Transfer from Phase 2 to Phase 1 - Hiawatha Gardens

From: Rebecca Davis, CPFO, Finance Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

August 19, 2025

Purpose:

To approve by formal vote the decision to move funds from Phase 2 to Phase 1 for Hiawatha Gardens.

Background:

Per the presentation made at the City Council Work Session on August 12th, the proposed design for Hiawatha Gardens Phase 1: Restrooms and Parking Lot, has a cost estimate of \$3,385,605, and available funding totaling \$2,736,650, from a combination of PPRTA Funds, the Mobility and Parking Enterprise Fund and additional restroom funding sources. The estimated cost is currently above the available funds for the project by a total of \$648,955.

In previous years, during all-day budget retreats for capital spending, specifically in June 2022 and February 2023, City Council designated \$250,000 and \$450,000, respectively, for the Hiawatha Gardens building renovation, which was then appropriated. This total amount of \$700,000 is in an assigned fund balance in the Capital Improvement Fund.

During the August 12, 2025 work session, City Council indicated that \$648,955 of the \$700,000 should be used to fill in the funding gap for Phase 1.

This matter is being brought before the Council tonight to officially designate this funding for Phase 1, instead of Phase 2, by a formal vote.

Pros and Cons:

Pro: Phase 1 will be funded.

Con: Phase 2 will have less funding.

Fiscal Impact:

The funding gap of \$648,955 for Phase 1 will be covered.



Workload Impact:

1 hour for research and composing memo.

Recommended Action:

Approve moving the funds from Phase 2 to Phase 1 for Hiawatha Gardens through the approval of the consent calendar.

Phase 1: Project Funding vs Cost Estimate



- Project Funding: \$2,736,650
 - \$1,736,650 – Pikes Peak Regional Transit Authority
 - \$500,000 – Additional Funding for Restrooms
 - \$500,000 – Mobility and Parking Enterprise
- Cost Estimate Phase 1 – \$3,385,605
 - COR -**\$648,955**



Memorandum

Title: Appointment of Darlene Kennedy to the URA Board of Directors

From: Mayor John Graham

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

August 19, 2025

Purpose:

To appoint Darlene Kennedy to the Urban Renewal Authority Board of Directors.

Background:

The Mayor has selected Darlene Kennedy to fill the recent URA vacancy. Per state law, the Mayor selects the appointee subject to confirmation by the City Council.

The rationale behind the Mayor's decision is as follows:

Dynamic, new thinking is needed.

The city needs a dynamic, integrated approach to economic development, particularly considering decreasing marijuana sales tax collections and competition from other tourism-centric communities. This will require a sustained, collaborative effort involving the City, Visit Manitou Springs (fka the Chamber of Commerce), the URA, the Business Improvement District, and private business owners. Additionally, protecting residents' quality of life is very important.

URA has repeatedly been uninterested in potentially expanding.

At least twice, the Mayor asked representatives of the URA board to consider expanding the URA to include, and potentially to benefit, a larger portion of the City's commercial areas. Those representatives expressed no interest in expanding the boundaries or mission of the URA. Potentially, an expansion could benefit more economic development in the City.

The URA is approaching the end of its functional lifespan.

The appeal and effectiveness of Tax Increment Financing (TIF) is accomplished only over time. As the URA has aged, the potential usefulness of TIFs has decreased and the Authority's effectiveness in its traditional role is in decline. Rather, the mission of the URA in the coming years should be to focus on a transition that aligns all economic development efforts toward a unified vision.



The URA has become “ingrown.”

Although the City’s broad intent on representation on Advisory Boards and the Planning and Historic Preservation Commissions has been to seek the broadest community representation possible, the URA has been dominated by residents of the eastern portion of the City, particularly the Crystal Hills subdivision. In fact, the four members whose terms have most recently expired are all Crystall Hills residents (including Mr. Maynard). Notwithstanding their contributions, it would be in the City’s best interest to expand the potential vision of the URA by more evenly distributing the representation and better understanding the City’s overall needs.

Stagnation

The URA entered into an agreement with Paragon Development approximately three years ago, enabling that developer to acquire the LaFun Motel property, demolish the structure, and redevelop it. The URA provided \$2.15 million in funding to Paragon Development without placing strong constraints on the developer. In the Mayor’s opinion, the agreement between the URA and Paragon provided a safety net for Paragon and did little to protect the community’s interests.

Three years later, the property remains vacant with no anticipated use. (Although City Council endorsed a proposal to build affordable housing there earlier this year, the grant application failed.) New and dynamic thinking is required to encourage any progress for this property.

Strengths of the candidate

Darlene Kennedy has been an active citizen in Manitou Springs. In particular, she was a member of the citizens’ group that did much to rewrite the City’s Land Use Development Code. Her professional background provides a wealth of experience and insights into land use issues and redevelopment efforts.

Pros and Cons:

Pros: Appointing Darlene Kennedy to the URA board will introduce fresh perspectives into the organization and help define a more effective direction as the Authority nears its expiration.

Cons: None.

Fiscal Impact:

None.

Workload Impact:



None.

Recommended Action:

Move to appoint Darlene Kennedy to the URA Board of Directors.

Application for Board/Commission Membership

08/13/2025 12:56 PM (MDT)



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? Urban Renewal Authority Board

Membership Requested

- Regular

Full Name Darlene Kennedy

Street Address [REDACTED]

City Manitou Springs

State CO

Zip Code 80829

Phone [REDACTED]

Email [REDACTED]

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

Date 08/13/2025

August 13, 2025

City of Manitou Springs
Urban Renewal Authority Board
606 Manitou Avenue
Manitou Springs, CO 80829

Chair and Members of the Urban Renewal Authority Board:

I request your consideration to appoint me as a member of the City of Manitou Springs (City) Urban Renewal Authority Board (URA).

I have been a resident of Manitou Springs since 1986. I love our City and desire to join the URA to utilize my expertise and passion to help our community.

My tenure with municipal government and state government has afforded me a strong understanding of the inner workings of both to include government real estate, city planning, economic development, fire and building codes, as well as cross-community relationships.

I recently assisted the City as a member of the citizen's group that accomplished the rewrite of the City's Land Use Development Code. This was a much needed project that was completed in record time.

Our City faces numerous hurdles, some of which are budget short-falls, development and construction costs, infrastructure and resource issues, and traffic concerns.

I understand the responsibilities of the URA and look forward to learning and growing as an asset to the City of Manitou Springs and the Urban Renewal Authority Board.

Respectfully,



Darlene Kennedy

[REDACTED]
Manitou Springs, CO

cc: Mayor and City Council Members

CITY OF MANITOU SPRINGS

OFFICE OF THE MAYOR

John G. Graham

606 Manitou Avenue • Manitou Springs, CO 80829

Phone: (719) 400-8106

Email: jgraham@manitouspringsco.gov



August 12, 2025

I am selecting Darlene Kennedy to serve on the Manitou Springs Urban Renewal Authority (URA) Board. As Mayor, it is my responsibility to do so, subject to ratification by City Council.

Mrs. Kennedy is a long-time resident of Manitou Springs, has strong interests in the community, and has an impressive background in land use and redevelopment. She has been active in community affairs and was a key member of the citizens' committee that rewrote the City's Land Use Development Code. She is thorough, well-organized and an effective communicator.

The URA is a mature organization; its TIFs have perhaps a half dozen years of life left. It is important for the URA to consider what the future will look like. I believe the City and the URA need to think broadly about the problems of economic development, re-development, and blight. We must consider the reality of city-wide needs and the economic future of the City.

The City needs a dynamic, integrated approach to economic development, particularly considering decreasing marijuana sales tax collections and competition from other tourism-centric communities. This will require a sustained, collaborative effort involving the City, Visit Manitou Springs (fka the Chamber of Commerce), the URA, the Business Improvement District, and private business owners. Additionally, protecting residents' quality of life is very important.

Consequently, it is essential that the Board represents the wider community and thinks well beyond the present. In recent years, the Board's membership has been dramatically skewed to residents of the Crystal Hills neighborhood. The last four former members of the board were all Crystal Hills residents.

Notwithstanding their important contributions, the greater interests of Manitou Springs would be better served with a broader representation.

I believe Mrs. Kennedy will bring vision and a fresh perspective to the problems of the URA area, tempered by an understanding of the overall needs of the community. She has strong skills and work experience that will benefit the URA board and thus the community.

Sincerely,

John Graham



Memorandum

Title: Resolution No. 1225, A Resolution of the City of Manitou Springs, Colorado Approving an Intergovernmental Agreement Between the El Paso County Clerk and Recorder and the City of Manitou Springs Regarding the Conduct of a Coordinated Election on November 4, 2025

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

August 19, 2025

Purpose:

This agreement is required in order to move forward with the November 4, 2025 Coordinated Election.

Background:

Pursuant to City Charter 3.1 - *Municipal Elections*:

(a) General Municipal Elections shall be held on the first Tuesday in November in odd-numbered years. The City conducts these elections in coordination with the El Paso County Clerk and Recorder.

The Intergovernmental Agreement (IGA (Exhibit A) outlines the terms of this coordination. C.R.S.§1-7-116(2) requires that political subdivisions participating in coordinated elections sign an agreement with the county clerk and recorder at least seventy (70) days prior to the election.

This IGA is routine, consistent with past elections. The resolution formalizes the execution of the agreement and fulfills statutory requirements, including the designation of City Clerk Elena Krebs as the Designated Election Official (DEO).

Pros and Cons:

N/A

Fiscal Impact:

Actual costs vary based on ballot questions and participating jurisdictions. The estimated cost for the City's portion is \$8,537.93.

Workload Impact:



While elections require significant staff time, participation in a coordinated election substantially reduces the workload, as El Paso County manages the ballot processes.

Recommended Action:

Move to adopt Resolution No. 1225, a resolution of the City of Manitou Springs, Colorado approving an intergovernmental agreement between the El Paso County Clerk and Recorder and the City of Manitou Springs regarding the conduct of a coordinated election on November 4, 2025.

RESOLUTION

**A RESOLUTION OF THE CITY OF MANITOU SPRINGS, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE EL PASO COUNTY CLERK AND RECORDER AND THE CITY OF
MANITOU SPRINGS REGARDING THE CONDUCT OF A
COORDINATED ELECTION ON NOVEMBER 4, 2025**

WHEREAS, the County Clerk and the City of Manitou Springs are authorized to conduct elections as required by law; and

WHEREAS, the City of Manitou Springs has certain candidates to present to its eligible electors and shall participate in this Coordinated Election.

WHEREAS, the City Council of the City of Manitou Springs finds and determines that it is in the public interest that the City participate with the Election Department of the El Paso County Clerk and Recorder in the November 4, 2025 coordinated election; and

WHEREAS, C.R.S. §1-7-116(2) provides that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy days prior to the election; and

WHEREAS, the City Council wishes to enter into such an agreement with the El Paso County Clerk and Recorder regarding the conduct of a coordinated election on November 4, 2025.

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

SECTION 1: The City Council hereby approves the Intergovernmental Agreement attached hereto as **Exhibit A** by and between the City and the El Paso County Clerk and Recorder. The City agrees to conduct the election in accordance with the Agreement, including the time guidelines schedule attached to the Agreement for the November 4, 2025 coordinated election and the City Clerk is hereby authorized to execute the same on behalf of the City.

SECTION 2: The City Council shall follow the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S) as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules, as applicable.

SECTION 3. The City Council hereby authorizes the City Clerk to serve as the designated election official for the City and to take whatever action is necessary to coordinate the election

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this 19th day of August 2025, and effective immediately.

Mayor and Council:

By: _____
John Graham, Mayor

Attest:

Elena Krebs, City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY CLERK AND RECORDER
AND
City of Manitou Springs
Regarding the Conduct and Administration of the
November 4, 2025
COORDINATED ELECTION



Prepared by:

Steve Schleiker
El Paso County Clerk and Recorder
1675 West Garden of the Gods Road
Suite 2201
Colorado Springs, CO 80907
(719) 575-VOTE (8683)

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the **EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS** ("County"); **THE EL PASO COUNTY CLERK AND RECORDER** ("County Clerk") and City of Manitou Springs ("Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S. or the "Code") § 1-7-116(2), as amended, and the Rules of the Colorado Secretary of State (the "Rules"); the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties concerning the conduct of the November 4, 2025, Coordinated Election ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as required by law;

WHEREAS, the Colorado Constitution, Section 20 of Article X, requires the production of a mailed Ballot Issue Notice (also known as a "TABOR" notice) concerning certain ballot issues that will be submitted to the electors of the County and the Jurisdiction; and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this Coordinated Election.

NOW, THEREFORE, for and in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with El Paso County for this purpose and may include any jurisdiction type, eligible to conduct such an election within the El Paso County limits and the State of Colorado.
2. This election shall be conducted by El Paso County as a Mail Ballot Election.
3. FURTHER, the Parties agree as follows:

ARTICLE ONE
PURPOSE AND GENERAL MATTERS

1.0 DEFINITIONS:

- A. **"Coordinated Election Official"**, (hereinafter **"CEO"**) shall mean the El Paso County Clerk and Recorder as referenced in C.R.S. § 1-7-116(1)(a). The CEO shall act within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- B. **"Colorado Election Code"** or **"Code"** shall mean any part of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- C. **"Coordinated Election"** shall mean an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions.
- D. **"Designated Election Official"** (hereinafter **"DEO"**), shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the CEO or his designated contact person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- E. **"IGA"** or **"Agreement"** shall mean Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- F. **"General Election"** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- G. **"Jurisdiction"** shall mean those Jurisdictions or local governments participating in the General Election under the terms of this Agreement.
- H. **"Mail Ballot Packet"** shall mean the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. C.R.S. § 1-7.5-103(5).
- I. **"SOS"** shall mean the State of Colorado Secretary of State.

J. **"SOS Election Calendar"** shall mean the most recent 2025 election calendar as published on the SOS website located at www.sos.state.co.us.

- 1.1 **GOAL:** The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.
- 1.2 **COORDINATED ELECTION OFFICIAL:** The County Clerk and Recorder shall act as the CEO in accordance with the Code and Rules and, as such, shall conduct the election for the Jurisdiction.
- 1.3 **CONTACT PERSON:** The CEO designates Angie Leath, or her designee, (Phone: 719-520-7325; email: angieleath@elpasoco.com) as the contact person to act as primary liaison between the CEO and the Jurisdiction. The contact person shall act under the authority of the CEO and shall have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the CEO herein. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.
- 1.4 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction shall appoint a Designated Election Official (DEO) to act as primary liaison between the Jurisdiction and the CEO. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: _____

Primary phone: _____

Cell phone: _____

Email: _____

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after office hours and on Election Day from 7:00 a.m. until the counting of the ballots

is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- 1.5 **APPLICABILITY:** This Agreement shall be construed to apply to that portion of the Jurisdiction within El Paso County, State of Colorado.
- 1.6 **TERM:** This Agreement shall start as of the date of the last party's execution of this Agreement and shall continue through the official certification of the November 4, 2025, Coordinated Election.
- 1.7 **LEGAL ADVICE:** The Jurisdiction understands that the CEO and his designees do not provide legal advice to the Jurisdiction. The CEO and his designees may provide information to the Jurisdiction concerning the CEO's understanding of applicable laws and rules, but it is the responsibility of the Jurisdiction to contact its own attorney for legal advice.
- 1.8 **RESPONSIBILITIES BEYOND THIS AGREEMENT:** The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.
- 1.9 **UPDATING OTHER COUNTIES:** For those Jurisdictions which extend beyond El Paso County, the Jurisdiction is responsible for keeping each county informed of any and all changes to its ballot language and Ballot Issue Notice language. It is also the Jurisdiction's responsibility to inform itself of all election procedures for each County.

ARTICLE TWO

DUTIES OF THE COUNTY CLERK AND RECORDER (CEO)

The CEO shall perform the following duties for the election for the Jurisdiction:

- 2.0 **VOTER REGISTRATION:** Supervise, administer, and provide the necessary facilities and forms for all regular voter registration sites and voter service and polling centers.
- 2.1 **BALLOT PREPARATION:** Upon certification from the DEO pursuant to Section 3.4, the CEO shall layout the text of the ballot in a format that complies with the Code and the Rules. CEO shall provide ballot printing layouts and text for proofreading and for signature approval of the Jurisdiction. CEO shall certify the ballot content to the printer.

- 2.2 **VOTER LISTS:** Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector registered to vote in the Jurisdiction. This will not be a certified list but may be used for checking signatures on candidate petitions. The Jurisdiction shall pay the CEO for the cost of such list. The Jurisdiction may choose to receive the list on CD or via FTP site. The fee for furnishing the list shall be as follows:

List on FTP site = \$25.00

List on CD = \$25.00 plus \$1.25 CD charge

- 2.3 **ELECTION PLAN:** The CEO shall file the proposed election plan with the Secretary of State as required by C.R.S. § 1-7.5-105 (1).

- 2.4 **ELECTION JUDGES/BOARD OF CANVASSERS/STAFF:** The CEO shall appoint, receive appointments as required by law, compensate, instruct and oversee election judges, the Board of Canvassers, and any qualified number of additional election staff to adequately serve the number of electors registered to vote in the Coordinated Election.

- 2.5 **ELECTION SUPPLIES:** The CEO shall provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment.

- 2.6 **LOGIC AND ACCURACY:** The CEO shall conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Rules promulgated by the Secretary of State, including a hardware test, public logic and accuracy test, and a Risk Limiting Audit. The CEO shall select a testing board comprised of at least two persons, who are registered electors.

The CEO shall conduct public testing of voting equipment prior to the commencement of voting. The public test shall be open to representatives of the political parties, the press and the public, pursuant to C.R.S. § 1-7-509(2)(b). The CEO shall select a testing board comprising of at least two persons who are registered electors. Notice of the fact that the public test will take place shall be posted in the designated public place for posting notices in the county for at least seven days before the public test.

- 2.7 **PREPARE AND MAIL BALLOT PACKETS:** The CEO shall prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110.

- 2.8 **ELECTION DAY:** The CEO shall provide Election Day telephone and in person support from 7:00 a.m. to the conclusion of the unofficial count on election night.
- 2.9 **COUNTING OF BALLOTS:** The CEO shall conduct and oversee the process of counting the ballots and reporting the results by precinct. Establish backup procedures and voting sites should the need arise. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the election. Provide personnel and all other necessary services for any recount as provided by the Code.
- 2.10 **STORAGE:** The CEO shall store all voted ballots and all other election materials for a minimum of twenty-five (25) months, to be saved in such a manner that they may be accessed by the participating jurisdictions, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.
- 2.11 **PUBLIC NOTICE:** The CEO shall provide notice by publication of a mail ballot election as required by C.R.S. § 1-5-205.
- 2.12 **BALLOT ISSUE NOTICE:** The CEO shall determine the "least cost" method for mailing the Ballot Issue Notice and combine the text of the Ballot Issue Notice produced by the Jurisdiction with those of other Jurisdictions to produce the Ballot Issue Notice. The CEO will determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis.

The CEO shall print, address, and mail the notice to "All Registered Voters" at each address of one or more active registered elector of the Jurisdiction. Nothing herein shall preclude the CEO from sending the Ballot Issue Notice to persons other than electors of the Jurisdiction if such sending arises from the CEO's efforts to mail the Ballot Issue Notice at "least cost."

- 2.13 **COSTS:** The CEO shall keep a careful and accurate accounting of all chargeable items to the Jurisdiction. Costs shall include but are not limited to: software and equipment usage, election judges and other associated election personnel, ballots and related election forms, printing, election supplies, public notices paid for by the CEO, legal costs, postage, rental charges, related computer hardware and technical support, and any other fees reasonably related to conducting the 2025 Coordinated Election.

The CEO shall charge each Jurisdiction taking part in the election a proportional share of the actual costs of the election. This proportional

share shall be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and may also include the number of ballot issues and/or items to be included on the ballot for each Jurisdiction.

Legal costs shall include but are not limited to any costs incurred by El Paso County to enforce a provision of this Agreement or to defend any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 4, 2025, Coordinated Election.

El Paso County shall be the sole determiner as to whether legal counsel outside of the El Paso County Attorney's office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.

- 2.14 **Voting and Ballot drop-off:** The CEO shall establish, voter service and polling centers, and ballot drop-off locations as required by law.

ARTICLE THREE

DUTIES OF THE JURISDICTION

- 3.0 **AUTHORITY:** The DEO shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction will follow the election provisions of the Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement, including the time guidelines schedule attached hereto as these relate to the November 4, 2025, Coordinated Election. The ordinance or resolution will also name and authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.
- 3.1 **CALL AND NOTICE:** The CEO shall publish the Notice as required by C.R.S. § 1-5-205. If other notices required by C.R.S. § 1-7-908 or any other constitutional or statutory reference are required by the Jurisdiction, it shall be the DEO's responsibility to comply with those requirements.
- 3.2 **PETITIONS:** The DEO shall perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations shall be made available through the office of the DEO for the Jurisdiction. Signatures on all petitions shall be verified by the Jurisdiction.
- 3.3 **CAMPAIGN FINANCE:** The DEO understands that all candidates running for office must become familiar with the requirements of Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S.

APPROPRIATE FILING OFFICE: The DEO understands that candidates for any school board or any committees formed to support or oppose any school district or special district ballot issue or ballot question must file paperwork with the Secretary of State's office. The DEO understands that candidates for municipal elections or any issue committee formed to support or oppose any municipal ballot issue or question must file paperwork with the municipal clerk of the applicable municipality.

- 3.4 **BALLOT PREPARATION and CERTIFICATION:** The DEO shall certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the CEO exactly as the list is to be printed on the ballot as soon as the information is available but **no later than 4:30 p.m. on September 5, 2025.**

Certification is required by two methods any time prior to the above deadline:

Electronically by email to angieleath@elpasoco.com, and

A printed hard copy delivered to the Main Clerk & Recorder's office no later than 4:30 p.m. on September 5, 2025.

The Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.

The DEO shall email a recording of correct pronunciation to angieleath@elpasoco.com or call the CEO at (719) 520-6760 and leave an audio recording of the candidate's name in the voice mail box.

The Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. Jurisdiction shall be solely responsible for the content of any ballot issue and/or ballot question, including the title and summary of any ballot issue and/or ballot question. The CEO may provide proofreading assistance (i.e. technical, grammatical, or syntactic proofing) but under no circumstance shall the CEO be responsible for the content or how it is presented to its voters.

The Jurisdiction understands that it must wait and that it must instruct ballot issue committees and coordinating entities to wait before the

numbering of a ballot issue and/or ballot question until the CEO has assigned a number to the respective ballot issue and/or ballot question.

With the passage of House Bill 21-1011, a sample ballot and an in-person ballot in Spanish must be available to voters in El Paso County. Jurisdictions must certify ballot content in both English and Spanish to the CEO by September 5, 2025. Please refer to C.R.S. §§ 1-5-901 through 907 for details on this requirement. The translation must be linguistically accurate, culturally appropriate, and technically consistent with the original documents.

In accord with 8 C.C.R. § 1505-1:4.1.2(c) and due to space limitations, ballot contest length is limited to 500 words per measure.

- 3.5 **PROOFING:** The DEO shall proofread the layout and the text of the Jurisdiction's portion of the official ballots in both English and Spanish before authorizing in writing the printing of the ballots. Such authorization shall be made **WITHIN THREE (3) HOURS** of the CEO's email or fax transmission to the DEO. The expected date and time for this proofing will be between 8:00 a.m. and 4:30 p.m. on Thursday, 9/11/25 or Friday, 9/12/25. Should the DEO fail to contact the CEO within three (3) hours of the CEO's email or fax transmission, the CEO shall not be held responsible for any errors or omissions should they proceed with the printing of the ballots.

- 3.6 **SPECIAL DISTRICTS – PROPERTY OWNER VOTER LISTS:** Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the CEO. The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Jurisdiction is also responsible for verifying that each of the eligible electors on their prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/auth/login.xhtml>. DEOs must order from the assessor the list of all owners of taxable real and personal property situated within the district.

The CEO will mail ballots to each eligible elector residing outside of the district included on the property owner list provided by the DEO.

The list of eligible property owners must be submitted to the CEO no later than September 19, 2025, and must include the voter's full name, mailing address, property address within the district, and Colorado Voter ID number.

- 3.7 **BALLOT ISSUE NOTICE:** The Jurisdiction shall prepare, and be solely responsible for, the language for the Notice for each ballot issue relating to Section 20, Article X of the Colorado Constitution. The language shall consist only of a concise title in the format as described in the attached "Ballot Issue Notice Example Page", and pro and con summaries each of 500 words or less. The Ballot Issue Pro/Con comments shall be delivered to the Jurisdiction's DEO **by noon on September 19, 2025**. The Ballot Issue Notice including the summarized comments shall be delivered to the CEO **by 4:30 p.m. September 22, 2025**, for inclusion in the Notice.

For Special Districts submitting a ballot issue measure to the ballot, the CEO shall mail Ballot Issue Notices to each household with at least one active registered voter as well as each household included on the property owner list provided from section 3.6 of this IGA. The Notice may include only those ballot issues that electors receiving the Notice are eligible to vote on based upon their residential address.

- 3.8 **ELECTION DAY:** The Jurisdiction shall provide support on Election Day via the contact phone number provided in this agreement.
- 3.9 **RECOUNT:** The Jurisdiction shall be responsible for costs of a recount pursuant to C.R.S. § 1-10.5-101 and § 1-11-215 except for costs collected from an "interested party" pursuant to C.R.S. § 1-10.5-106 which shall be collected by the entity conducting the recount.
- 3.10 **PAYMENT OF COSTS:** The Jurisdiction shall reimburse the County for such costs allocated to the Jurisdiction within thirty (30) days of date of final billing.
- 3.11 **ESTIMATED COSTS:** The estimated cost for the Jurisdiction's portion of the election is approximately \$ 8,537.93. It is understood and agreed that this is a cost estimate, and the actual cost may be higher or lower depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the Coordinated Election. The Jurisdiction further agrees to pay a deposit of \$ 4,268.96 which is 50% of the estimated cost to the CEO at the time the ballot certification is submitted to the CEO but no later than 4:30 p.m. Friday, September 5, 2025. The CEO will maintain the deposit in a separate account and will remit any funds not used for the election to the Jurisdiction.

ARTICLE FOUR

CANCELLATION OF THE ELECTION

- 4.0 In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208 and notice of such resolution shall be immediately provided to the CEO. The Jurisdiction shall within thirty (30) days promptly pay the CEO the Jurisdiction's proportional share of the activities of the CEO relating to the election incurred both before and after the receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the election and a copy of the notice shall be posted in the office of the CEO, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

ARTICLE FIVE

LIABILITY

- 5.0 The Parties acknowledge that both are subject to the provisions of Colorado Constitution, Article XI, Section 1 which prohibits Counties and Cities from providing indemnification to other parties. Therefore, the Parties agree to be responsible for their own liability incurred as a result of participation in this Agreement. Nothing in this provision shall be deemed to waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SIX

MISCELLANEOUS

- 6.0 **APPROPRIATION:** Both the County and the Jurisdiction intend and commit to use all good faith and due diligent efforts to honor their respective financial obligations as set forth in this Agreement.
- 6.1 **NOTICES:** Any and all notices required to be given by the Parties by this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a fax or email was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing:

To County Clerk: Angie Leath, Elections Division Manager
and Recorder's El Paso County Clerk and Recorder
contact person P.O. Box 2007
Colorado Springs, Colorado 80901-2007
FAX: 719-520-7327

With a copy to: El Paso County Attorney
200 South Cascade Avenue
Suite 150
Colorado Springs, Colorado 80903-2208

To Jurisdiction: _____
Attn: _____
Address: _____
City, State, Zip _____

6.2 **AMENDMENT:** This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.

6.3 **INTEGRATION:** The Parties acknowledge that this written Agreement, constitutes the sole agreement between them relating to the subject matter hereof, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

6.4 **CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT:** In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the El Paso County Board of County Commissioners, this Agreement shall be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this agreement.

6.5 **TIME OF ESSENCE:** Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement.

6.6 **Additional DEO and District Contact Information**

Jurisdiction Name: _____

Business Hours: _____

Telephone Numbers (during normal business hours):

Emergency Telephone Numbers (before and after normal business hours):

Election Day contact information:

ATTACHMENTS:

1. Format Information Page
2. Ballot Issue Notice Example Page
3. Sample Candidate Ballot Layout
4. 2025 Election Calendar

IN WITNESS WHEREOF, the Parties have hereto signed this Agreement to be effective as described in Article One, section 1.7 of this agreement. Pursuant to Resolution No. 25-210, the El Paso County Clerk and Recorder (CEO) is authorized to execute this Agreement on behalf of the Board of County Commissioners, El Paso County, Colorado.

County Signatures below

El Paso County Clerk and Recorder

Date: _____

APPROVED AS TO FORM:

County Attorney's Office

Date: _____

Signatures from the Jurisdiction below

Jurisdiction Name:

Signature of DEO

Date: _____

APPROVED AS TO FORM:

Jurisdiction's Legal Counsel

Date: _____

DEO Signature

Attorney for the
District Sign Here

Certification Format Information Page

Ballot certification is required in two formats:

- Printed hard copy; and,
- Electronic copy. The electronic version must be provided using Microsoft Word. No PDF versions will be accepted.

The electronic copy must be emailed to angieleath@elpasoco.com. Both the printed hard copy and electronic copy must be received at the main Clerk & Recorder's Office location at 1675 Garden of the Gods Rd., Suite 2202, Colorado Springs, CO 80907, as soon as possible, but no later than 4:30 p.m. on September 5, 2025.

Important: Per Rule 4.5.5(f)(4) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or printed hard copy, have been received by the CEO.

ELECTRONIC VERSION: These requirements apply to the ballot content, as well as the Ballot Issue Notice information. Email using Microsoft Word is acceptable.

SPACING: All text must have single line spacing.

TEXT: For Ballot Issues, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot Questions must be typed in upper and lower case.

TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.

AUDIO RECORDING: If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to angieleath@elpasoco.com or call (719) 520-6760 to leave an audio recording of each candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

**Ballot Issue Notice
Example Page**

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:

[Name of DEO]

[Title]

[Address]

[City, State, Zip]

[Phone number]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A
CITIZEN PETITION] [ON A REFERRED MEASURE]

[DISTRICT NAME]

EL PASO COUNTY, STATE OF COLORADO

Election Date: [Insert Election Date]

Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original
ballot certification.]

Information:

The below information is not required with your ballot certification on 9/5/25. It is required with your Ballot Issue Notice submission which is due on 9/22/25.

Fiscal Year Spending Information:

Year (Current fiscal year estimated) [\$?,000,000]

Year (Actual) [\$?,000,000]

Year (Actual) [\$?,000,000]

Year (Actual) [\$?,000,000]

Year (Actual) [\$?,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]

Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase: [amount of spending]

Information on Current Bonded Debt:

Principal amount: [\$?,000,000]

Maximum annual repayment cost: [\$?,000,000]

Total repayment cost: [\$?,000,000]

Information on Proposed Bonded Debt:

Principal amount: [\$?,000,000]

Maximum annual repayment cost: [\$?,000,000]

Total repayment cost: [\$?,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Sample Candidate Ballot Layout

DISTRICT NAME
Name of Office
Length of Term
(Vote for not more than?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

DISTRICT NAME
Name of the Office
Length of Term
(Vote for not more than?)

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name



Memorandum

Title: Approval of Emergency Ordinance No. 1725, An Emergency Ordinance of the City of Manitou Springs, Colorado, Authorizing the Execution and Delivery of a Base Lease, A Lease Purchase Agreement, An Escrow Agreement and Related Documents in Connection with the Acquisition and Improvement of Certain Facilities for City Purposes; Approving the Forms of Such Documents, Ratifying Action Previously Taken Concerning the Referenced Documents; and Providing for other Matters Relating Thereto

From: Rebecca Davis, CPFO, Finance Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

August 19, 2025

Purpose:

To approve an emergency ordinance for a lease purchase agreement in the amount of \$1,300,000 for the Dillon Mobility Hub Project.

This Emergency Ordinance is being brought before the City Council to comply with the City Charter Section 5.9 Emergency Ordinances.

Emergency ordinances for the preservation of public property, health, peace, or safety shall be approved only by the unanimous vote of Councilmen present. The facts showing such urgency and need shall be specifically stated in the measure itself. No ordinance making a grant of any special privilege, levying taxes, or fixing rates charged by any city-owned utility shall ever be passed as an emergency measure. A public hearing, a second reading, and a first publication as provided in Section 5.8(d), are not required. An emergency ordinance shall take effect upon passage. Publication shall be within 10 days, or as soon thereafter as possible.

Background:

The Dillon Mobility Hub (including parking office) project was approved by City Council in the 2025 Budget. This was with the knowledge that the project would be paid for by taking on debt.

The lending process began in April with the application for \$1,300,000. Since then, the City has been working steadily, with the Bond Counsel, Dillon Peters with Butler Snow, and the Project Manager, Karen Rowe, to provide the bank, Clayton Holdings, with all the required documentation in order to close on the agreement.

We have finally reached the point of being able to have City Council approve the



Ordinance for the debt of \$1,300,000, with a 10-year repayment period with an interest rate of 5.04%. The closing date for the lease purchase agreement will be August 28th.

This matter is being brought before you as an Emergency Ordinance because our bond counsel stated that unless the Ordinance was passed as an Emergency Ordinance, we would have to wait for a 30-day referendum period after the Ordinance was approved at 2nd reading before closing. Waiting for 30 days after the 2nd reading would mean the City would lose our current quote of 5.04% which is only good for 30 days.

The City's home rule charter, Section 5.13, makes the following exceptions to the right of referendum:

...The referendum shall apply to all resolutions and to all ordinances passed by the Council, except ordinances fixing the rate of taxation on property each year for municipal purposes, making the annual appropriation, calling a special election, authorizing the issuance of local improvement district bonds payable primarily from special assessments, levying special assessments, emergency ordinances and ordinances to meet contractual obligations of the City...

Pros and Cons:

Pro: Approving this Lease Purchase allows the City to fund the Dillon Mobility Project without borrowing from the General Fund.

Con: The Mobility & Parking Fund will be committed to a 10-year loan.

Fiscal Impact:

Loan payments totaling \$164,231.24 will be made every year from the Mobility & Parking Enterprise Fund with the final payment date of 5/25/2035.

Workload Impact:

Staff has been working on this Lease Purchase since April 2025.

Recommended Action:

Move to adopt Ordinance No. 1725, An Emergency Ordinance of the City of Manitou Springs, Colorado, Authorizing the Execution and Delivery of a Base Lease, a Lease Purchase Agreement, an Escrow Agreement and related documents in connection with the acquisition and improvement of certain facilities for City purposes; approving the forms of such documents, ratifying action previously taken concerning the referenced documents; declaring an emergency; and providing for other matters relating thereto.



ORDINANCE

AN EMERGENCY ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, AUTHORIZING THE EXECUTION AND DELIVERY OF A BASE LEASE, A LEASE PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE ACQUISITION AND IMPROVEMENT OF CERTAIN FACILITIES FOR CITY PURPOSES; APPROVING THE FORMS OF SUCH DOCUMENTS, RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED DOCUMENTS; DECLARING AN EMERGENCY; AND PROVIDING FOR OTHER MATTERS RELATING THERETO

WHEREAS, the City of Manitou Springs (the “City”), in the County of El Paso and State of Colorado, is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado (“Article XX”) and the City’s Charter (the “Charter”);

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected and qualified;

WHEREAS, the City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes (“C.R.S.”), to acquire, hold, lease, and dispose of property, both real and personal;

WHEREAS, the City is authorized by Section 31-15-801, C.R.S., to enter into rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes;

WHEREAS, the Council has determined that it is necessary that the City provide funds for the purpose of acquiring and improving certain land, buildings and facilities to support the construction of a mobility, parking and transportation hub as authorized by law (the “Project”);

WHEREAS, the Council has determined, and now hereby determines, that it is in the best interests of the City and its residents and taxpayers that the City lease certain property of the City (the “Leased Property”) to Clayton Holdings LLC (the “Lender”) pursuant to the terms of a Base Lease Agreement (the “Base Lease”), and lease that same property back from the Lender pursuant to the terms of a Lease Purchase Agreement (the “Lease”), and utilize the proceeds of such Base Lease to finance the Project;

WHEREAS, pursuant to Section 31-16-105, C.R.S., and Section 5.9 of the Charter, because of the urgent need for financing and constructing the Project and the limited availability of low interest financing, the Council has determined that an emergency exists and that adoption of this Ordinance as an emergency ordinance on first and final reading is necessary for the immediate preservation of public property, health, peace, and safety;

WHEREAS, the City owns, in fee title, the Leased Property;

WHEREAS, pursuant to the terms of such Lease, the Lender will advance funds for the Project to the City, and such funds shall be held in an escrow account pursuant to the terms of an escrow agreement (the “Escrow Agreement”) by and between the City, the Lender and UMB Bank, N.A., as escrow agent (the “Escrow Bank”);

WHEREAS, the Lender shall be (a) an “accredited investor,” as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an “Institutional Accredited Investor”) or (b) a “qualified institutional buyer,” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (a “Qualified Institutional Buyer”);

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain rental payments (“Rental Payments” as such term is defined in the Lease) in consideration for the right of the City to use the Leased Property;

WHEREAS, pursuant to the terms of the Base Lease and Lease, the Lender will advance funds for the Project to the City;

WHEREAS, the City’s obligation under the Lease to pay Rent Payments shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect;

WHEREAS, there has been presented to the Council and is on file at the City offices a form of Base Lease, a form of Lease, and form of Escrow Agreement;

WHEREAS, a copy of the Base Lease, Lease, and Escrow Agreement, in substantially the form to be executed by the City, and the Lender, and the Escrow Bank, are on file with the City;

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease and the Base Lease; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the “Supplemental Act”), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to the Lease and the financing.

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

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, or the officers or agents of the

Council or the City, relating to the Base Lease, the Lease or the Escrow Agreement, or to the acquisition, construction, installation or financing of the Project is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Council hereby finds and determines, pursuant to the Supplemental Act, the Charter, the Constitution and laws of the State, that the acquisition, construction and installation of the Project, and the financing of the costs thereof pursuant to the terms set forth in the Base Lease, the Lease and the Escrow Agreement is necessary, convenient, and in furtherance of the purposes of the City and is in the best interests of the City and its citizens and inhabitants, and the Council hereby authorizes and approves the same.

Section 3. Supplemental Act; Parameters. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Lease and in connection therewith delegates to the Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act in relation to the Base Lease, the Lease and the Escrow Agreement, and to execute a sale certificate setting forth such determinations, including without limitation the date of the Lease, the rental amount to be paid by the City pursuant to the Lease and the term of the Lease, subject to the following parameters and restrictions:

- (a) the Lease Term shall not extend beyond December 31, 2035;
- (b) the Base Lease term shall not extend beyond December 31, 2045
- (c) the aggregate principal amount of the Rent Payments payable by the City shall not exceed \$1,500,000;
- (d) the maximum annual and maximum total repayment amounts under the Lease shall not exceed \$250,000 and \$2,000,000 respectively.
- (e) the interest rate on the interest component of the Rent Payments shall not exceed 6.5% per annum provided that this limitation does not apply to any interest rate reset that may occur, or any rate imposed as a result of an Event of Default or Event of Taxability under the Lease;
- (f) the Lease shall be subject to prepayment at the option of the City as specified in the Lease.

The Council hereby agrees and acknowledges that the amounts deposited into the Project Fund by the Lender will only be used to finance a portion of the costs of constructing, acquiring and installing the Project, and to pay any other costs associated with the Project.

Section 4. Approval of Documents. The Base Lease, the Lease, and the Escrow Agreement (collectively, the “Documents”), in substantially the forms presented to this meeting of the Council, are in all respects approved, authorized and confirmed, and the Mayor, any other member of the City Council, the City Clerk, the City Administrator and the Finance Director of the City are each hereby authorized and directed, for and on behalf of the City, to: (i) execute and

deliver the Documents in substantially the forms on file with the City, with such changes thereto as are not inconsistent with the provisions of this Ordinance and (ii) to serve as a authorized representative of the City with respect to the execution of Disbursement Requests under the Escrow Agreement. The approval hereby given to the Documents includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the Documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 5. Authorization to Execute Collateral Documents and To Perform Additional Acts. The Mayor, any other member of the City Council, the City Clerk, the City Administrator and the Finance Director of the City, are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they may deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this Ordinance. The execution of any instrument by the aforementioned officers or members of the Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

Section 6. No General Obligation Debt. No provision of this Ordinance or the Documents shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year direct or indirect City debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Lease except in connection with the payment of the Rent Payments (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. No provision of the Documents shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. None of the Documents shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 7. Reasonableness of Rent Payments. The Council hereby determines and declares that the Rent Payments, as provided in the Lease and as subject to the parameters set forth in Section 3 hereof, does not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to prepay the Lease. The Council hereby determines and declares that the period during which the City has an option to prepay the Lease (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property.

Section 8. Authorized Lessee Representative. The Council hereby authorizes the Mayor, any other member of the City Council, the City Administrator and the Finance Director of the City to each act as Authorized Lessee Representative under the Base Lease, the Lease and the Escrow Agreement, or such other person or persons who may be so designated in writing from time to time by the Mayor, as further provided in the Lease.

Section 9. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Lease Payments. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise.

Section 10. Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by the Lender and the Escrow Bank.

Section 11. Severability. 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 12. Repealer. All orders, Ordinances, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 13. Emergency Determination. Pursuant to Section 31-16-105, C.R.S., and Section 5.9 of the Charter, because of the urgent need for financing and constructing the Project and the limited availability of low interest financing, the Council has determined that an emergency exists and that adoption of this Ordinance as an emergency measure on first and final reading is necessary for the immediate preservation of public property, health, peace, and safety, and this Ordinance shall be effective immediately upon final passage and adoption on first reading.

Section 14. Recordation. A true copy of this Ordinance, as adopted by the City Council on first and final reading, shall be numbered and recorded on the official records of the City and its adoption and publication shall be authenticated by the signatures of the Mayor and the City Clerk, and by a certification of publication.

Section 15. Electronic Signatures; Electronic Transactions. The Mayor, the City Clerk, the City Administrator, the Finance Director or the City or other employee or official of the City that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such

original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature Page Follows]

INTRODUCED, READ ON FIRST READING, APPROVED, AND ADOPTED ON
FIRST READING AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED this
19th day of August, 2025.

Mayor John Graham

Attest: _____
Elena Krebs, City Clerk

Published: _____, 20____ (in full)
City's Official Website and City Hall

STATE OF COLORADO)
)
COUNTY OF EL PASO) SS.
)
CITY OF MANITOU SPRINGS)

I, Elena Krebs, the duly appointed, qualified and acting City Clerk of the City of Manitou Springs, Colorado (the “City”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an emergency ordinance adopted by the City Council (the “Council”) of the City on first and final reading at a regular meeting of the Council held at the City Hall on August 19, 2025, by an affirmative vote of a majority of the members of the Council present as follows:

Name	“Yes”	“No”	Absent	Abstain
John Graham, Mayor				
Natalie Johnson, Mayor Pro Tem				
Judith Chandler				
Nancy Fortuin				
John Shada				
Michelle Whetherhult				
Julie Wolfe				

2. That notice of the regular meetings on August 19, 2025, in the form attached hereto as **Exhibit A**, was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

3. That the emergency ordinance was published in full on the City’s official website and in City Hall after its adoption on first and final reading, in accordance with the City of Manitou Springs Home Rule Charter and Section 1.04.060 of the Manitou Springs Municipal Code.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____ 2025.

(SEAL)

Elena Krebs, City Clerk

EXHIBIT A

(Attach Meeting Notice)

Compound Period: Quarterly

Nominal Annual Rate: 5.040%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	8/28/2025	1,300,000.00	1		
2 Payment	8/28/2025	41,057.81	40	Quarterly	5/28/2035

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	8/28/2025				1,300,000.00
1	8/28/2025	41,057.81	0.00	41,057.81	1,258,942.19
2	11/28/2025	41,057.81	15,862.67	25,195.14	1,233,747.05
2025 Totals		82,115.62	15,862.67	66,252.95	
3	2/28/2026	41,057.81	15,545.21	25,512.60	1,208,234.45
4	5/28/2026	41,057.81	15,223.75	25,834.06	1,182,400.39
5	8/28/2026	41,057.81	14,898.24	26,159.57	1,156,240.82
6	11/28/2026	41,057.81	14,568.63	26,489.18	1,129,751.64
2026 Totals		164,231.24	60,235.83	103,995.41	
7	2/28/2027	41,057.81	14,234.87	26,822.94	1,102,928.70
8	5/28/2027	41,057.81	13,896.90	27,160.91	1,075,767.79
9	8/28/2027	41,057.81	13,554.67	27,503.14	1,048,264.65
10	11/28/2027	41,057.81	13,208.13	27,849.68	1,020,414.97
2027 Totals		164,231.24	54,894.57	109,336.67	
11	2/28/2028	41,057.81	12,857.23	28,200.58	992,214.39
12	5/28/2028	41,057.81	12,501.90	28,555.91	963,658.48
13	8/28/2028	41,057.81	12,142.10	28,915.71	934,742.77
14	11/28/2028	41,057.81	11,777.76	29,280.05	905,462.72
2028 Totals		164,231.24	49,278.99	114,952.25	
15	2/28/2029	41,057.81	11,408.83	29,648.98	875,813.74
16	5/28/2029	41,057.81	11,035.25	30,022.56	845,791.18
17	8/28/2029	41,057.81	10,656.97	30,400.84	815,390.34
18	11/28/2029	41,057.81	10,273.92	30,783.89	784,606.45
2029 Totals		164,231.24	43,374.97	120,856.27	

19	2/28/2030	41,057.81	9,886.04	31,171.77	753,434.68	8/14/2025 11:41 AM Page 2
20	5/28/2030	41,057.81	9,493.28	31,564.53	721,870.15	
21	8/28/2030	41,057.81	9,095.56	31,962.25	689,907.90	
22	11/28/2030	41,057.81	8,692.84	32,364.97	657,542.93	
2030 Totals		164,231.24	37,167.72	127,063.52		
23	2/28/2031	41,057.81	8,285.04	32,772.77	624,770.16	
24	5/28/2031	41,057.81	7,872.10	33,185.71	591,584.45	
25	8/28/2031	41,057.81	7,453.96	33,603.85	557,980.60	
26	11/28/2031	41,057.81	7,030.56	34,027.25	523,953.35	
2031 Totals		164,231.24	30,641.66	133,589.58		
27	2/28/2032	41,057.81	6,601.81	34,456.00	489,497.35	
28	5/28/2032	41,057.81	6,167.67	34,890.14	454,607.21	
29	8/28/2032	41,057.81	5,728.05	35,329.76	419,277.45	
30	11/28/2032	41,057.81	5,282.90	35,774.91	383,502.54	
2032 Totals		164,231.24	23,780.43	140,450.81		
31	2/28/2033	41,057.81	4,832.13	36,225.68	347,276.86	
32	5/28/2033	41,057.81	4,375.69	36,682.12	310,594.74	
33	8/28/2033	41,057.81	3,913.49	37,144.32	273,450.42	
34	11/28/2033	41,057.81	3,445.48	37,612.33	235,838.09	
2033 Totals		164,231.24	16,566.79	147,664.45		
35	2/28/2034	41,057.81	2,971.56	38,086.25	197,751.84	
36	5/28/2034	41,057.81	2,491.67	38,566.14	159,185.70	
37	8/28/2034	41,057.81	2,005.74	39,052.07	120,133.63	
38	11/28/2034	41,057.81	1,513.68	39,544.13	80,589.50	
2034 Totals		164,231.24	8,982.65	155,248.59		
39	2/28/2035	41,057.81	1,015.43	40,042.38	40,547.12	
40	5/28/2035	41,057.81	510.69	40,547.12	0.00	
2035 Totals		82,115.62	1,526.12	80,589.50		
Grand Totals		1,642,312.40	342,312.40	1,300,000.00		

Last interest amount decreased by 0.20 due to rounding.

LEASE PURCHASE AGREEMENT

dated as of _____, 2025,

between

CLAYTON HOLDINGS, LLC,
as Lessor

and the

CITY OF MANITOU SPRINGS, COLORADO,
as Lessee

INDEX

PAGE

ARTICLE I DEFINITIONS AND RULES OF CONTRUCTION

Section 1.1.	Definitions of Words and Terms	1
Section 1.2.	Rules of Construction	4
Section 1.3.	Section and Article Headings	4
Section 1.4.	Execution of Counterparts	4
Section 1.5.	Construction and Enforcement.....	4
Section 1.6.	Severability	4
Section 1.7.	Complete Agreement	4
Section 1.8.	Accounting Terms	4

ARTICLE II REPRESENTATIONS AND COVENANTS

Section 2.1.	Representations and Covenants by Lessee	4
--------------	---	---

ARTICLE III GRANTING PROVISIONS; TERM

Section 3.1.	Granting of Leasehold	6
Section 3.2.	Lease Term.....	6
Section 3.3.	Nonappropriation	6
Section 3.4.	Use of Premises.....	6

ARTICLE IV PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS

Section 4.1.	Rental Payments.....	7
Section 4.2.	Additional Rent	7
Section 4.3.	Rental Payments and Additional Rent Constitute Current Expense	7
Section 4.4.	Rental Payments and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations	7
Section 4.5.	Advances	8

ARTICLE V
ACQUISITION, CONSTRUCTION, EQUIPPING
AND INSTALLATION OF THE IMPROVEMENTS

Section 5.1.	Construction of Improvements	8
Section 5.2.	Payment for Acquisition, Construction, Equipping and Installation of the Improvements	9
Section 5.3.	Changes in the Plans and Specifications or Construction Contract or Modifications of the Improvements	9
Section 5.4.	Completion Date; Excess Funds	9
Section 5.5.	Design, Construction and Maintenance of the Improvements	10
Section 5.6.	Warranties	10
Section 5.7.	Disclaimer of Warranties	10

ARTICLE VI
IMPOSITIONS

Section 6.1.	Impositions	10
Section 6.2.	Contest of Impositions	11

ARTICLE VII
INSURANCE; INDEMNITY

Section 7.1.	Insurance Required	11
Section 7.2.	Enforcement of Contract and Surety Bonds	12
Section 7.3.	Release and Indemnification	12

ARTICLE VIII
ASSIGNMENT AND SUBLEASING

Section 8.1.	Assignment by Lessor	13
Section 8.2.	Assignment and Subleasing by Lessee	13

ARTICLE IX
MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1.	Maintenance, Repairs and Modifications	13
Section 9.2.	Liens	14

ARTICLE X
LESSEE'S OPTION TO PURCHASE THE PROJECT

Section 10.1.	Lessee's Option to Purchase the Project	14
Section 10.2.	Determination of Fair Purchase Price	14

ARTICLE XI
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1.	Damage, Destruction and Condemnation	15
Section 11.2.	Insufficiency of Net Proceeds	15
Section 11.3.	Cooperation of Lessor	15

**ARTICLE XII
DEFAULT PROVISIONS**

Section 12.1.	Events of Default Defined.....	15
Section 12.2.	Remedies	16
Section 12.3.	No Remedy Exclusive.....	16
Section 12.4.	No Additional Waiver Implied by One Waiver	17

**ARTICLE XIII
AMENDMENTS, CHANGES AND MODIFICATIONS**

Section 13.1.	Amendments, Changes and Modifications.....	17
---------------	--	----

**ARTICLE XIV
MISCELLANEOUS**

Section 14.1.	Maintenance of Tax Exemption.....	17
Section 14.2.	Notices.....	17
Section 14.3.	Title to Personal Property	17
Section 14.4.	Security Interest	17
Section 14.5.	Net Lease	18
Section 14.6.	No Pecuniary Liability.....	18
Section 14.7.	Access to Premises	18
Section 14.8.	Financial Statements.....	18
Section 14.9.	Title to the Land	18
Section 14.10.	Binding Effect.....	18
Section 14.11.	Execution; Electronic Transactions.....	19
	Signatures	1

Exhibit A – Rental Payment Schedule

Exhibit B – Other Provisions

Exhibit C – Permitted Encumbrances

Schedule 1 – Description of the Land

LEASE PURCHASE AGREEMENT

LESSOR: CLAYTON HOLDINGS, LLC, a Missouri limited liability company

LESSEE: CITY OF MANITOU SPRINGS, COLORADO, a Colorado home rule city and municipal corporation

DATE: _____, 2025

THIS LEASE PURCHASE AGREEMENT, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, **“Lessor”**), and the Lessee named above (together with its successors, **“Lessee”**),

WITNESSETH:

WHEREAS, Lessor proposes to take the following actions:

(a) Provide funds in the aggregate amount of the Principal Portions of Rental Payments listed on **Exhibit A** to pay costs of acquiring the real property described in **Schedule 1**, together with all buildings, facilities, fixtures and improvements now or hereafter located thereon, as further described on **Exhibit B** hereto (the **“Improvements,”** and together with the Land, the **“Project”**);

(b) Lease the Project from Lessee under the hereinafter defined Base Lease; and

(c) Sublease its interest in the Project to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease shall have the following meanings, unless some other meaning is plainly intended:

“Additional Rent” means those payments required to be made by Lessee by **Section 4.2**.

“Architect” means an individual architect or firm of architects selected by the Lessee who or which is not a full-time employee of the Lessee and is approved in writing by Lessor.

“Base Lease” means the Base Lease dated as of the date hereof between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 18** of the Base Lease.

“Code” means Internal Revenue Code of 1986, as amended.

“Commencement Date” is the date when the term of this Lease and Lessee’s obligation to pay rent commences (_____, 2025), which date will be the date on which funds to pay the costs of the Improvements are disbursed by Lessor as directed in writing by Lessee.

“Completion Date” means the date of completion of the Improvements as that date shall be certified as provided in **Section 5.4**.

“Construction Contract” means any construction contract for the construction of the Improvements in accordance with the related Plans and Specifications.

“Cost” or **“Costs”** means all reasonable or necessary expenses incidental to the acquisition, construction, installation, repair, alteration, improvement and extension of the Improvements, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses in connection.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

“Escrow Agent” means the Escrow Agent under the Escrow Agreement, or any successor Escrow Agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, among Lessor, Lessee and the Escrow Agent.

“Event of Default” or **“Default”** means any Event of Default as defined in **Section 12.1**.

“Fiscal Year” means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B**.

“Impositions” means those Impositions defined as such in **Article VI**.

“Improvements” means the facilities, improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as further described on **Exhibit B** and referred to in **Article V**.

“Interest Portion” means the Interest Portion of a Rental Payment identified as such in **Exhibit A**.

“Issuance Year” is the calendar year in which the Commencement Date occurs.

“Land” means the real property described in **Schedule 1** to this Lease.

“Lease” means this Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII**.

“Lease Term” means the Original Term and any Renewal Terms.

“Lessee Representative” means Lessee’s Mayor or City Manager, and such other person or persons at the time designated to act on behalf of Lessee in matters relating to the Escrow Agreement, the Base Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by the governing body of Lessee. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of Lessee Representative.

“Lessor Representative” means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Escrow Agreement, the Base Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Lessor Representative.

“Maximum Lease Term” means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

“Net Proceeds” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the initial term of this Lease beginning as of the Commencement Date and ending on the last day of Lessee’s current Fiscal Year.

“Permitted Encumbrances” means, as of any particular time, (i) the Base Lease, this Lease, and the liens and encumbrances relating to the Project on the Commencement Date, set forth in **Exhibit C** hereto, (ii) any utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions to the leasehold interest demised herein, arising after the Commencement Date, that will not materially interfere with or impair the use of or operations being conducted on the Project, (iii) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on the leasehold interest demised herein, arising after the Commencement Date, as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purposes for which it was acquired or is held by the Lessee and (iv) any other encumbrances or defects to the leasehold interest demised herein approved in writing by the Lessor at its sole discretion.

“Plans and Specifications” means any Plans and Specifications for the Improvements referred to in **Section 5.1**, any amendments and additions thereto, and any change orders thereto.

“Principal Portion” means the Principal Portion of a Rental Payment identified as such in **Exhibit A**.

“Project” means the project referred to in the recitals of this Lease, including Lessor’s interest in the Land and the Improvements.

“Project Documents” means the Base Lease, the Lease, the Escrow Agreement, any Construction Contract and any other agreements, documents or certificates related to the foregoing or the Project.

“Project Fund” means the Project Fund established under the Escrow Agreement.

“Purchase Price” means the amount designated as such on **Exhibit A** that Lessee may, in its discretion, pay to Lessor to purchase the Project, pursuant to **Section 10.1**.

“Renewal Terms” means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year except as otherwise provided in said **Section 3.2**.

“Rental Payment Dates” means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

“Rental Payments” means those payments required to be made by Lessee by **Section 4.1**.

“State” means the state in which Lessee is located.

“Tax Compliance Agreement” means the Tax Compliance Agreement relating to this Lease, executed and delivered by Lessee and delivered to Lessor concurrently with this Lease.

“Tax-Exempt Interest Rate” means the interest rate identified as such in **Exhibit A**, which is the rate at which the Interest Portions are calculated.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule shall be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by generally accepted accounting principles as from time to time in effect.

ARTICLE II REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a home rule municipal corporation duly organized and existing under the provisions of Article XX of the constitution and laws of the State and the City's Charter (the "Charter") with full power and authority to enter into the Project Documents and the transactions contemplated thereby, and to perform all of its obligations thereunder;

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project;

(c) Lessee believes, and assuming due execution and performance by the Architect and the contractor in accordance with the Construction Contract, the Improvements, when completed in accordance with the related Plans and Specifications and the Construction Contract, will result in a structurally sound building and related improvements and support facilities which will be in compliance with all applicable building and design codes and Lessee's requirements and will result in a facility suitable for the use by Lessee set forth on **Exhibit B**;

(d) Lessee and the Architect have estimated, and Lessee believes, that the aggregate of the Costs of the Improvements, acquired and constructed in accordance with the related Plans and Specifications and the Construction Contract, will not exceed the amount being provided by Lessor under this Lease together with other funds Lessee has available to pay such Costs;

(e) Lessee has duly authorized the execution and delivery of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the Project Documents constitute valid and binding obligations, under applicable law, of the Lessee and, assuming due authorization, execution and delivery of the Project Documents by the other parties thereto, are enforceable against the Lessee in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would materially adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document;

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and this Lease;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(l) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition and construction by Lessee of the Improvements;

(m) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a manner that causes that portion of the Rental Payments or any interest thereon designated as tax-exempt to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code;

(n) Subject only to Permitted Encumbrances, the Project is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with Lessee's intended use thereof; and

(o) All taxes, assessments or impositions of any kind with respect to the Project, except current taxes, have been paid in full.

Section 2.1. Representations and Covenants by Lessor. Lessor represents, warrants and covenants as follows:

(a) The Lessor is a limited liability company, duly organized and validly existing under the laws of the State of Missouri.

(b) The Lessor is an "accredited investor," as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an "Institutional Accredited Investor") or (b) a "qualified institutional buyer," as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (a "Qualified Institutional Buyer").

(c) Neither the execution and delivery of the Base Lease or this Lease, nor the covenants, agreements or obligations of the Lessor under the Base Lease or this Lease constitute a material default (or an event which, with notice or the lapse of time, or both, would constitute a material default) under any contract, agreement or other instrument or document to which the Lessor is a party or by which the Lessor or its property is bound.

(d) The Lessor possesses all requisite authority, power, licenses, permits and franchises to conduct all business contemplated in the Base Lease or this Lease to be conducted by it, to execute and deliver the Base Lease or this Lease and to observe and perform its covenants, agreements and obligations under the Base Lease and this Lease.

(e) The execution and delivery of the Base Lease and this Lease by the Lessor and the observance and performance by the Lessor of its covenants, agreements and obligations under the Base

Lease and this Lease do not require the consent or approval of any governmental authority which has not been obtained.

(f) The Lessor has duly authorized by proper action its execution, delivery, observance and performance of the Base Lease and this Lease.

(g) Assuming the due authorization, execution and delivery thereof by the Lessee, this Lease and all instruments and documents contemplated in this Lease, including without limitation, the Base Lease, which are executed and delivered by the Lessor constitute and will constitute legal, valid, binding and enforceable obligations or representations, as the case may be, of the Lessor, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally.

(h) Neither the Base Lease or this Lease, nor the covenants, agreements or obligations of the Lessor under the Base Lease or this Lease contravene the Lessor's charter documents, or violate in any material respect any statute, rule, regulation or other law, or any court or administrative order, applicable to the Lessor.

(i) The Lessor acknowledges and recognizes that this Lease will be terminated in the event that funds are not specifically budgeted and appropriated by the Lessee to continue making Rental Payments during the next occurring Fiscal Year, and any succeeding Fiscal Years during the term of this Lease; and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the City Council of the Lessee.

ARTICLE III GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rental Payments and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Term. The Original Term shall commence as of the date of delivery of this Lease and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term; provided that the final Renewal Term shall not extend beyond the final Rental Payment Date set forth on **Exhibit A**. Any appropriation of amounts due hereunder by Lessee shall be deemed a determination by Lessee to exercise its option to continue this Lease for the next Renewal Term unless Lessee shall have terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on **Exhibit A**. Notwithstanding the foregoing, this Lease will terminate upon the payment by Lessee of all Rental Payments and other amounts required to be paid by Lessee hereunder.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with Lessee's

normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

Section 3.3. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

Section 3.4. Use of Premises. Lessee shall have the right to use the Project for any essential governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

ARTICLE IV PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS

Section 4.1. Rental Payments.

(a) Lessee shall promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment Date, in such amounts as are described on **Exhibit A**. If Lessee fails to pay any Rental Payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five percent (5%) of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**. Rental Payments are not prepayable prior to the scheduled Rental Payment Dates, except in connection with Lessee's exercise of its option to purchase the Project, as described under **Section 10.1**.

(b) Notwithstanding the foregoing, in the event that Lessee, by its use of the Project or by its actions or omissions or by any means whatsoever, causes any payments of the Interest Portions as set forth in **Exhibit A** to be included in Lessor's gross income, Lessee agrees that the Interest Portion of the Rental Payments on **Exhibit A** will be adjusted commencing with the first day of Lessee's next succeeding Fiscal Year, but only if this Lease is renewed for such Fiscal Year, and thereafter, so that Lessor will be in the same after-tax position as it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

Section 4.2. Additional Rent. Lessee shall also pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Sections 4.5, 5.2 or 14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) any closing costs exceeding the amount disbursed by Lessor to Lessee from proceeds of this Lease; and (iv) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid pursuant to the immediately preceding sentence shall be paid directly to the person or entity owed. Closing costs shall include fees for the environmental audit/report, flood certificate, title report, recordings and filings, fees of Lessor's counsel and the Escrow Agent's fee.

Section 4.3. Rental Payments and Additional Rent Constitute Current Expense. The obligation of Lessee to pay the Rental Payments and the Additional Rent and other amounts payable hereunder is subject to

the provisions of **Section 3.3**, constitute currently budgeted and appropriated expenditures of the Lessee and may be paid from any legally available funds. The Lessee's obligations under this Lease shall be subject to the Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation, multiple fiscal year financial obligation, or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of Sections 1 or 2 of article XI of the Constitution of the State. Neither this Lease nor the Base Lease shall directly or indirectly obligate the Lessee to make any payments beyond those duly budgeted and appropriated for the Lessee's then current Fiscal Year. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Lessee moneys, nor shall any provision of this Lease restrict the future issuance of any Lessee bonds or obligations payable from any class or source of Lessee moneys.

Section 4.4. Rental Payments and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations. Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rental Payments and Additional Rent shall be made by Lessee on or before the date the same become due, and Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the acquisition or construction of the Improvements shall have been started or completed.

Nothing in this Lease shall be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims shall be from Lessor separately, it being the intent of this Lease that Lessee shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rental Payments and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

Section 4.5. Advances. In the event Lessee fails to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor shall constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE V ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE IMPROVEMENTS

Section 5.1. Construction of Improvements. Lessee has entered, or will enter, into a contract, including any related Construction Contracts providing for the acquisition, construction and installation of the Improvements and has provided, or will provide immediately upon entering such contracts, copies of such contracts to Lessor. Lessee shall cause the Improvements to be acquired, constructed, equipped and installed in accordance with such contracts and any related Plans and Specifications as promptly as practicable and with all reasonable dispatch.

Concurrently with the delivery of this Lease, Lessee shall file with Lessor any Plans and Specifications in the form in which they then exist (it being understood that the Plans and Specifications may not be complete at that time), together with a certificate from an Architect stating (i) that such Plans and Specifications have been prepared in accordance with Lessee's requirements, (ii) that completion of the Improvements in accordance with such Plans and Specifications and the Construction Contract will result in a structurally sound building which will be in compliance with all applicable building and design codes and Lessee's requirements and result in a facility that is suitable for use by Lessee, (iii) the Architect's estimate of the amount necessary to pay all the Costs of Improvements in accordance with the Plans and Specifications and the Construction Contract (which shall not be more than the amount being provided by Lessor under this Lease together with other funds Lessee has available to pay such Costs of Improvements) with a breakdown of those Costs in form and detail satisfactory to Lessor, (iv) the schedule for the acquisition, construction and installation of the Improvements, and (v) the Architect reasonably expects that such schedule will be met. Thereafter pursuant to the requirements of **Section 5.3**, Lessee shall promptly file the completed Plans and Specifications and such additions and supplements thereto as the same are prepared.

Section 5.2. Payment for Acquisition, Construction, Equipping and Installation of the Improvements.

(a) On the Commencement Date, pursuant to the Base Lease, Lessor will disburse \$1,300,000 pursuant to written instructions from Lessee to pay Costs of the Project and related closing costs, a portion of which shall be deposited into the Project Fund and held by the Escrow Agent pursuant to the terms of the Escrow Agreement.

(b) Costs and expenses of every nature incurred in the acquisition, construction, equipping and installation of the Improvements not disbursed by Lessor on the Commencement Date which qualify as Costs of the Improvements shall be paid from the Project Fund in accordance with and subject to the terms and conditions set forth in the Escrow Agreement.

Section 5.3. Changes in the Plans and Specifications or Construction Contract or Modifications of the Improvements. Lessee may make any changes in or modifications of the Plans and Specifications subsequent to the date of this Lease and prior to the Completion Date, may make any changes in or modifications of the Construction Contract and may make any deletions from or substitutions or additions to the Improvements (such completion, changes, modifications, deletions, substitutions and additions being together herein called "change orders"), subject to satisfaction of the following conditions:

(a) Such change orders do not materially alter the size, scope or character of the Improvements or impair the structural integrity or utility of the Improvements;

(b) Prior approval of the contractors' surety shall have been obtained;

(c) Such change order shall not postpone the date by which the Improvements are required to be completed or the amount of liquidated damages resulting from the failure to complete the Improvements by that date without the prior written approval of Lessor; and

(d) To the extent that any change order, together with all prior change orders, will increase the estimated Costs of the Improvements by more than 5%, (i) Lessee shall have set aside in a separate account funds to be used solely to pay Costs of the Improvements and sufficient to pay such excess, (ii) payment of Costs of the Improvements equal to the amount of such excess shall be paid by Lessee directly to the contractors and to the suppliers of materials and services as the same shall become due, (iii) to the extent permitted by law, Lessee shall save Lessor whole and harmless from any obligation to pay such excess, and (iv) any such payment by Lessee shall not diminish Lessee's obligation to make Rental Payments or other payments under this Lease.

No change order shall be effective until delivered to Lessor in accordance with the foregoing provisions.

Section 5.4. Completion Date; Excess Funds. The Completion Date shall be evidenced to Lessor and the Escrow Agent upon receipt by Lessor of a Completion Certificate complying with the requirements of the Escrow Agreement. In the event that any moneys remain in the Project Fund on the Completion Date, such moneys shall be paid to the Lessor and the following adjustments made:

(i) principal components of the last Rental Payment and such other Rental Payments as are necessary shall be reduced by an aggregate amount equal to the amount remaining in the Project Fund, such amount to be applied to the reduction of such principal components in the inverse order of their due dates,

(ii) interest components for the Rental Payments becoming due after the date of such reduction shall be reduced in a manner corresponding to the reduction in principal components using the per annum interest rate at which the Interest Portions of Rental Payments are calculated, as set forth on **Exhibit B**, and

(iii) the schedule of Purchase Prices shall be adjusted by reducing each Purchase Price shown by the same percentages as the percentage of aggregate amount of principal component reductions pursuant to clause (i) of this Section.

Section 5.5. Design, Construction and Maintenance of the Improvements. Lessor shall have no responsibility in connection with the selection of the Improvements, any contractor, subcontractor or supplier, the Plans and Specifications or the design of the Improvements, their suitability for the use intended by Lessee, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Improvements. Lessor shall have no obligation to acquire, construct, furnish, equip, install, erect, test, inspect, service or maintain the Project or any portion thereof under any circumstances, but such actions shall be the obligation of Lessee. Lessor's sole responsibility in connection with the Improvements is to deposit the sum in the Project Fund to pay Costs of the Improvements in accordance with the terms and conditions specified in **Section 4(b)** of the Base Lease.

Section 5.6. Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and Lessor hereby authorized Lessee to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at Lessee's expense. Lessee's sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any contractor, subcontractor or supplier, and not against Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. Lessee expressly acknowledges that Lessor does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Improvements.

Section 5.7. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

ARTICLE VI IMPOSITIONS

Section 6.1. Impositions. Lessee is tax-exempt and does not expect that any taxes, special assessments or governmental charges will be levied against the Project. However, the Lessee agrees that Lessee shall bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. Lessee shall have the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee shall hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

ARTICLE VII INSURANCE; INDEMNITY

Section 7.1. Insurance Required. Lessee shall, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project shall be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance shall name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance shall be applied as provided in **Article XI**. During acquisition, construction, equipping and installation of the Improvements, Lessee shall cause to be provided, insofar as the Improvements are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a);

(b) During the acquisition, construction, equipping and installation of the Improvements and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements (subject

to reasonable loss deductible clauses), but in no event shall such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. Such policy or policies of insurance shall name Lessee and Lessor as insureds and loss payees, and all payments received under such policy or policies by Lessee shall be paid over to Lessor;

(c) Unless the Land is not located in an area designated as a flood-prone area, as defined by the Federal Emergency Management Agency pursuant to The Flood Disaster Protection Act of 1973, flood insurance in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable Purchase Price under **Section 10.1** (subject to reasonable loss deductible clauses), the full insurable value to be determined from time to time as provided in subparagraph (a) of this Section;

(d) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which the Lessor shall reasonably request for a combined single limit for bodily injuries and property damage;

(e) Performance and labor and material payment bonds with respect to the contracts for the acquisition, construction, equipping and installation of the Improvements and in the full amount of such contracts, made by the contractors thereunder as the principals and a surety company or companies qualified to do business in the State as surety which shall be approved in writing by Lessor. Such bonds shall be in such form as is acceptable to Lessor and shall name Lessee and Lessor as obligees;

(f) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State;

(g) Owner's policy of title insurance, insuring Lessor's leasehold interest under the Base Lease, in the amount set forth on **Exhibit B**, on the standard ALTA forms, subject only to the Permitted Exceptions, with such endorsements and affirmative coverages as may be reasonably required by Lessor, including endorsements respecting access to public roads, and otherwise in form and substance satisfactory to Lessor and issued by a company acceptable to Lessor and authorized to issue such insurance in the State of Colorado; and

(h) Nothing contained in this Section or elsewhere in this Lease shall be construed or deemed to be a waiver of any rights or defenses available to Lessor pursuant to the Colorado Governmental Immunity Act, the Colorado Constitution or any other applicable law.

Not less than 20 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease shall be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under the Construction Contract or any other contract made in connection with the acquisition and construction of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, Lessee will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of Lessee against the contractor or subcontractor in default and

against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to Lessee of any amounts theretofore paid by Lessee and not previously reimbursed to Lessee for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be held by Lessee in a separate account and not commingled with other funds of Lessee and, if received before the Completion Date, shall be deposited in the Project Fund created under the Escrow Agreement or, if received after the Completion Date, shall be appropriated solely for the purpose of paying Rental Payments under this Lease.

Section 7.3. Release and Indemnification. To the extent permitted by law, and without waiving Lessee's sovereign, official or governmental immunity, Lessee shall indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease, (b) the acquisition, construction, equipping and installation of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason. Notwithstanding the foregoing, nothing contained in this Section or elsewhere in this Lease shall be construed or deemed to be a waiver of any rights or defenses available to Lessee pursuant to the Colorado Governmental Immunity Act, the Colorado Constitution, or other applicable law.

ARTICLE VIII ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by Lessor. Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 8.2. Assignment and Subleasing by Lessee. Except as set forth in this Section, none of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Project will be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project.

ARTICLE IX MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1. Maintenance, Repairs and Modifications. Subject to its right not to appropriate, Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor shall have no responsibility for any repairs, replacements or improvements. In

addition, Lessee shall, at its own expense, have the right to remodel any portion of the Improvements or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) shall remain the property of Lessee and shall not be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Improvements nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

Section 9.2. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Base Lease provided. Except as expressly provided in this Article, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X LESSEE'S OPTION TO PURCHASE THE PROJECT

Section 10.1. Lessee's Option to Purchase the Project. Lessee shall have the option to purchase Lessor's interest in the Project, upon giving written notice to Lessor at least 60 days before the date of purchase, on any date, upon payment in full of the Rental Payments and Additional Rent then due hereunder plus the then applicable Purchase Price to Lessor.

Section 10.2. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payment hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Project pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Improvements, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition, construction, equipping and installation of the Improvements and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition,

construction, equipping and installation of the Improvements and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction, equipping and installation of the Improvements were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Project and terminate this Lease as provided in **Article X**, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, shall be taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee shall cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed shall be held and appropriated by Lessee for the exclusive purpose of paying Rental Payments under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law and subject to appropriation, Lessee shall promptly purchase the Project by paying the Purchase Price to Lessor and such Net Proceeds shall be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor shall belong to Lessee.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee shall complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee shall make any payments pursuant to the provisions in this **Section 11.2**, Lessee shall not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of Lessor. Lessor shall cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following shall be “Events of Default” under this Lease and the term “Events of Default” shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein, whereupon the same will become immediately due and payable

(together with interest on such amount at the lesser of one and one-half (1-1/2%) percent per month or the maximum permitted by law, from the date on which Lessor has declared this Lease to be in default);

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor shall consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project shall be incorrect, untrue or misleading in any material respect;

(d) Any provision of any Project Document shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Lease or the Base Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Project, sell Lessor's interest in the Base Lease, or lease the Project and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rental Payments, Additional Rents and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Project, and, provided further, that, in such event, if Lessor shall receive a payment for sale of its interest or total Rental Payments for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess shall be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Notwithstanding the foregoing or any other provision of this Lease, the maximum amount of contractual payments or damages that the Lessor may recover from the Lessee under this Lease is limited to the amount duly budgeted and appropriated by the Lessee for the payment of Rental Payments in the Fiscal Year in which the Event of Default occurs. Upon termination of this Lease as provided in this Section, the Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV MISCELLANEOUS

Section 14.1. Maintenance of Tax Exemption. Lessee shall not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Lease to be includable in gross income for federal income tax purposes. Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Lease. Without limiting the generality of the foregoing, Lessee hereby ratifies, confirms and incorporates herein, as though set forth in full at this place, the representations, covenants and warranties contained in the Tax Compliance Agreement.

Section 14.2. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same shall be duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.3. Title to Personal Property. During the Lease Term, title to any portion of the Project that constitutes personal property of Lessee shall be retained by Lessor, except for those modifications that are added to such personal property by Lessee and that may be removed without damaging such personal property. Lessee shall not have any right, title or interest in such personal property except as expressly set forth in this Lease. Upon the occurrence of an Event of Default or nonappropriation as set forth in **Section 3.3**, Lessee will surrender possession of such personal property to Lessor. Upon the exercise of the purchase option by Lessee pursuant to **Section 10.1**, title to such personal property shall immediately and without further action by Lessor vest in Lessee. It is the intent of the parties hereto that any transfer of title to Lessee pursuant to this Section shall occur

automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessor shall, nevertheless, execute and deliver any such instruments as Lessee may request to evidence such transfer.

Section 14.4. Security Interest.

(a) Security Interest in the Project. In order to secure all of its obligations, Lessee (i) grants to Lessor a first priority and perfected security interest in any and all right, title and interest of Lessee in the Project and title thereto and in all additions, attachments, accessions thereto and substitutions and replacements therefor as well as all cash, proceeds, escrow or project accounts, warranty rights/claims, and insurance proceeds, (except for additions and attachments that are not financed under this Lease and that are readily moveable from the Project without any material damage to or diminution of value, utility, capacity, remaining useful life and/or capability of the Project, as determined prior to making such additions or attachment) and on any proceeds resulting from any disposition or sublease thereof, and (ii) agrees that Lessor may file one or more financing statements (including fixture filings) evidencing such security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first priority lien and perfected security interest. If applicable and requested by Lessor, Lessee shall use commercially reasonable efforts to obtain a landlord and/or mortgagee's consent and waiver with respect to the Project.

(b) Leasehold Rights in the Land and the Project. The leasehold rights granted to the Lessor pursuant to the Base Lease shall convey all rights and interests in the Land and the Project granted therein. Such leasehold interest shall be recordable, and Lessee agrees to execute, to deliver and to record all documents necessary to effectuate a valid and binding conveyance of leasehold rights in and to the Land and the Project to Lessor pursuant to the Base Lease. The lien created herein in the Land and the Project shall vest immediately in Lessor and be filed without cost or expense to Lessor. Lessee, or its counsel, shall record a memorandum of this Lease.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to Sections 3.3 and 4.3, this is a clear "net" lease obligation and that Lessee shall bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, shall constitute or give rise to or impose upon Lessor a pecuniary liability.

Section 14.7. Access to Premises. Lessee agrees that Lessor or any agent or representative of Lessor shall have the right at all reasonable times to enter upon and to examine and inspect the Project. Lessee further agrees that Lessor and any such agent or representative shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by Lessee to perform its obligations hereunder.

Section 14.8. Financial Statements. Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor: (i) as soon as available, but not later than two hundred seventy (270) days after the end of each Fiscal Year, an annual accountant compiled statement of Lessee's income and expense and Lessee's balance sheet; (ii) as soon as available, but not later than two hundred seventy (270) days after the end of every third (3rd) Fiscal Year, commencing with the Fiscal Year ending December 31, 2027, independent accountant audited financial statements for the previous three (3) fiscal years; (iii) the annual budget for such Fiscal Year, as approved by Lessee's governing body, within thirty (30) days of such approval, but in any case prior to the commencement of each Fiscal Year; and (iv) any other financial information Lessor requests from time to time, within a reasonable period of time after such request.

Section 14.9. Title to the Land. Lessee covenants that the title to the Land is and shall remain in Lessee, subject to the rights of Lessor hereunder and under the Base Lease.

Section 14.10. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.11. Execution; Electronic Transactions. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 14.12. TABOR. To the extent any financial obligations of Lessee arising from or related to this Lease extend beyond the Fiscal Year of Lessee in which this Lease is signed, such obligations are expressly made contingent upon annual appropriation by Lessee's governing body in compliance with Article X, Section 20 of the Colorado Constitution. As such, this Lease shall not be considered a multiple fiscal year obligation of Lessee.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

CLAYTON HOLDINGS, LLC, as lessor

[NO SEAL]

By: _____
Name: _____
Title: _____

CITY OF MANITOU SPRINGS, COLORADO, as
lessee

[SEAL]

By: _____
Name: _____
Title: _____

EXHIBIT A TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Remaining Principal Portion
8/___/2025				
11/___/2025				
2/___/2026				
5/___/2026				
8/___/2026				
11/___/2026				
2/___/2027				
5/___/2027				
8/___/2027				
11/___/2027				
2/___/2028				
5/___/2028				
8/___/2028				
11/___/2028				
2/___/2029				
5/___/2029				
8/___/2029				
11/___/2029				
2/___/2030				
5/___/2030				
8/___/2030				
11/___/2030				
2/___/2031				
5/___/2031				
8/___/2031				
11/___/2031				
2/___/2032				
5/___/2032				
8/___/2032				
11/___/2032				
2/___/2033				
5/___/2033				
8/___/2033				
11/___/2033				
2/___/2034				
5/___/2034				
8/___/2034				
11/___/2034				
2/___/2035				

The Rental Payment Schedule shall be based upon an aggregate Principal Portion of \$1,300,000, with a Maximum Lease Term of 10 years from the Commencement Date, payable in substantially equal quarterly annual payments, commencing on the Commencement Date, with the Interest Portions being computed on

the basis of a 360 day year, consisting of 12 months of 30 days each, at a rate of [5.040]%, subject to further adjustment after the Commencement Date as described in **Section 4.1(b)** of the Lease.

The "Purchase Price", as such term is used in the Lease, shall be the Remaining Principal Portion of the Rental Payments as of the purchase date, plus the unpaid Interest Portion accrued to the purchase date, plus all other amounts due hereunder that remain unpaid on the purchase date, plus the following premium, unless Lessee prepays with internally generated funds (not in connection with a receipt of a grant or a refinancing):

Purchase Date	Prepayment Premium
On or before the 1 st anniversary of the Commencement Date	3.0% of the Remaining Principal Portion
After the 1 st anniversary of the Commencement Date, but on or before the 2 nd anniversary of the Commencement Date	2.0% of the Remaining Principal Portion
After the 2 nd anniversary of the Commencement Date	1.0% of the Remaining Principal Portion

The Lessee hereby acknowledges the Rental Payments and other terms set forth above.

CITY OF MANITOU SPRINGS, COLORADO, as
Lessee

By: _____
Name: _____
Title: _____

EXHIBIT B TO LEASE PURCHASE AGREEMENT

OTHER PROVISIONS

Improvements: The Improvements consist of construction and improvements for parking lot upgrades and renovations of two existing buildings for restroom facilities and for a parking office and visitor center, commonly referred to as a “Dillon Mobility Hub Project,” to be located on the Land described on **Schedule 1**, with a street address of 132, 134 and 142 Manitou Avenue, Manitou Springs, Colorado 80829, together with related improvements, fixtures, equipment and furnishings and support facilities.

Fiscal Year: Lessee’s Fiscal Year currently begins on January 1 of each year.

Title Insurance: The leasehold owner’s policy of title insurance required under **Article VII** shall be in an amount equal to the aggregate Principal Portion of Rental Payments payable through the Maximum Lease Term.

Addresses: The following addresses shall be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: **CLAYTON HOLDINGS, LLC**
8000 Forsyth Blvd., Suite 1210
P.O. Box 11309
St. Louis, Missouri 63105
Attention: Leasing Department
- (b) If to Lessee: **CITY OF MANITOU SPRINGS, COLORADO**
606 Manitou Avenue
Manitou Springs, CO 80829
Attention: Finance Director

EXHIBIT C

PERMITTED ENCUMBRANCES ON THE DATED DATE

1. Liens for ad valorem taxes and special assessments not then delinquent, if applicable.
2. The Base Lease.
3. This Lease.
4. All other encumbrances appearing of record on the date hereof, as referenced in the leasehold owner's policy of title insurance required under **Article VII**.

SCHEDULE 1 TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STATE HIGHWAY KNOWN AS MANITOU ROAD, SAID POINT BEING 722 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF A CERTAIN TRACT CONVEYED TO C. M. HAMMOND BY DEED RECORDED SEPTEMBER 26, 1925 IN BOOK 750, PAGE 163 OF THE RECORDS OF SAID EL PASO COUNTY, AND RUNNING THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID HIGHWAY, 140 FEET; THENCE ANGLE LEFT 90 DEGREES 00 MINUTES NORTHWESTERLY 177.22 FEET TO A POINT IN SUTHERLAND CREEK; THENCE ANGLE LEFT 91 DEGREES 49 MINUTES SOUTHWESTERLY, 59.16 FEET; THENCE ANGLE RIGHT 34 DEGREES 17 MINUTES SOUTHWESTERLY, 70.86 FEET; THENCE ANGLE LEFT 47 DEGREES 50 MINUTES SOUTHWESTERLY, 100 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HIGHWAY; THENCE ANGLE LEFT 114 DEGREES 30 MINUTES NORTHEASTERLY ALONG SAID HIGHWAY LINE, 35 FEET; THENCE ANGLE RIGHT 9 DEGREES 52 MINUTES NORTHEASTERLY ALONG SAID HIGHWAY LINE, 58.4 FEET; THENCE ANGLE RIGHT 12 DEGREES 00 MINUTES EASTERLY ALONG SAID HIGHWAY, 58.4 FEET; THENCE ANGLE RIGHT 12 DEGREES 00 MINUTES SOUTHEASTERLY ALONG SAID HIGHWAY LINE, 54.2 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF DESCRIBED IN RULE AND ORDER OF THE DISTRICT COURT IN AND FOR EL PASO COUNTY RECORDED NOVEMBER 14, 1969 IN BOOK 2319 AT PAGE 43, AND FURTHER EXCEPTING ANY PORTION WEST OF THE PORTION OF LAND DESCRIBED IN SAID RULE AND ORDER, AND FURTHER EXCEPTING ANY OTHER PORTION LYING WITHIN A PUBLIC ROAD, HIGHWAY, OR STREET.

LOT 1, JAMES GANG ACRES SUBDIVISION, FILING NO. 2, IN THE CITY OF MANITOU SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

LOT 2, JAMES GANG ACRES SUBDIVISION, FILING NO. 2, IN THE CITY OF MANITOU SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

93910754.v2

93910754.v5

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	_____, 2025
GRANTOR(S) NAME AND MAILING ADDRESS:	CITY OF MANITOU SPRINGS, COLORADO 606 Manitou Avenue Manitou Springs, CO 80829 Attention: Finance Director
GRANTEE(S) NAME AND MAILING ADDRESS:	CLAYTON HOLDINGS, LLC 8000 Forsyth Blvd., Suite 1210 P.O. Box 11309 St. Louis, Missouri 63105 Attention: Leasing Department
RETURN DOCUMENTS TO:	David Reid, Esq. Pierson Ferdinand LLP 5563 NW Barry Road #284 Kansas City, Missouri 64154
LEGAL DESCRIPTION:	See Schedule 1

BASE LEASE

BASE LESSOR: THE CITY OF MANITOU SPRINGS, COLORADO, a home rule city and Colorado municipal corporation

BASE LESSEE: CLAYTON HOLDINGS, LLC, a Missouri limited liability company

DATE: _____, 2025

THIS BASE LEASE (as amended or supplemented from time to time, the “Base Lease”), dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, “Base Lessor”), and the Base Lessee named above (together with its successors, “Base Lessee”),

WITNESSETH:

WHEREAS, in order to carry out the essential governmental and proprietary functions of Base Lessor, the governing body of Base Lessor previously determined it was necessary to acquire the real estate described in **Schedule 1** hereto (the “Land”); and

WHEREAS, in order to carry out the essential governmental and proprietary functions of Base Lessor, the governing body of Base Lessor deems it necessary to pay the costs of constructing and installing the buildings, facilities, fixtures and improvements on the Land, as further described on **Schedule 2** hereto (the “Improvements,” and together with the Land, the “Project”); and

WHEREAS, Base Lessee proposes to provide funds in the aggregate amount stated herein to pay the costs of the Project, and to lease the Project from Base Lessor; and

WHEREAS, Base Lessee has further officered to sublease the Project to Base Lessor pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the “Lease”) by and between Base Lessee, as lessor, and Base Lessor, as lessee; and

WHEREAS, Base Lessor desires to lease the Project to Base Lessee for the rentals and upon the terms and conditions herein set forth and to sublease the Project back from Base Lessee upon the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

Section 1. Representations by Base Lessor. Base Lessor represents, warrants and covenants as follows:

(a) Base Lessor is a home rule city and municipal corporation established and existing under and pursuant to the laws of the State of Colorado (the “State”);

(b) The lease of the Project by Base Lessor to Base Lessee as provided herein, and the sublease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby declares its current need for the Project;

(c) Base Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, has been duly authorized

to execute and deliver this Base Lease and the Lease and by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;

(d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the intended and future use of the Project by Base Lessor, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Project; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

Section 2. Lease. Base Lessor hereby leases to Base Lessee, and Base Lessee hereby rents and leases from Base Lessor, the Project on the terms and conditions hereinafter set forth.

Section 3. Term. The term of this Base Lease shall commence as of the date of the delivery hereof (_____, 2025), and shall end on the December 31, 2045, unless such term is sooner terminated as hereinafter provided.

Section 4. Rental. As and for rental hereunder and in consideration for the leasing of the Project to Base Lessee, Base Lessee shall:

(a) Simultaneously with the delivery of this Base Lease, enter into the Lease; and

(b) Disburse the amount set forth on **Schedule 2** as directed in writing by Base Lessor, as and for all rent due hereunder, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, to pay the costs of acquiring the Land and a portion of Project and closing costs relating thereto, with the remainder thereof deposited in the Project Fund created under the Escrow Agreement dated as of the date hereof among Base Lessee, Base Lessor and the Escrow Agent named therein. The City Council of Base Lessor hereby determines that such amount is reasonable consideration for the leasing of the Project to the Base Lessee for the lease term as provided herein.

Section 5. Assignments and Subleases. Base Lessee may assign its rights under this Base Lease or sublet the Project without the consent of Base Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an "event of default" as defined in the Lease has occurred.

Section 6. Termination. This Base Lease shall terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Base Lessor makes payment of the purchase price or makes

all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Base Lessee's interest in the Project pursuant to **Article X** of the Lease, then this Base Lease shall be considered assigned to Base Lessor and terminated through merger of the leasehold interest with the fee interest if Base Lessor is the owner of the fee interest.

If an "event of default" under the Lease occurs or if Base Lessor terminates the Lease pursuant to Section 3.2 of the Lease, Base Lessee shall have the right to possession of the Project for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that Base Lessee shall provide Base Lessor with adequate public liability insurance covering the premises during the remainder of the term and will furnish Base Lessor with evidence thereof.

Section 7. Default. Base Lessor shall not have the right to exclude Base Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by Base Lessee hereunder, except that if, upon the exercise of the option to purchase Base Lessee's interest in the Project granted to Base Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Base Lessee fails to convey its interest in the Project to Base Lessor pursuant to said option, then Base Lessor shall have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Base Lessee. In the event of any default by Base Lessee hereunder, however, Base Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

Section 8. Quiet Enjoyment. At all times during the term of this Base Lease, Base Lessee shall peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Base Lessor under the Lease.

Section 9. No Merger. No union of the interests of Base Lessor and Base Lessee herein shall result in a merger of this Base Lease and the title to the Land, except as described in **Section 6**.

Section 10. Taxes and Assessments. Base Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

Section 11. Warranty and Indemnity Regarding Environmental Matters. Base Lessor hereby warrants and represents that (i) there has not been any "release" (as defined in 42 U.S.C. § 9601(22)) or threat of a "release" of any "hazardous substances" (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a "facility" (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Base Lessor agrees to provide Base Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Base Lessor to any federal, state or local agencies or authorities or which are received by Base Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies shall be sent to Base Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Base Lessor.

Base Lessor agrees to provide Base Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Base Lessee with copies of all such

Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices shall be sent to Base Lessee concurrently with their being mailed to any such governmental authority or agency.

Base Lessor hereby covenants and agrees, to the extent permitted by law, and without waiving Base Lessor's sovereign, official or governmental immunity, to indemnify, protect and hold harmless Base Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Base Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Base Lessor or any third party or otherwise, and nothing contained in this Section or elsewhere in this Base Lease shall be construed or deemed to be a waiver of any rights or defenses available to Base Lessor pursuant to the Colorado Governmental Immunity Act, the Colorado Constitution or other applicable law. Notwithstanding the foregoing, Base Lessor shall not be obligated to indemnify and hold harmless Base Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Base Lessee.

Section 12. Use of Project; Surrender; Compliance with Requirements; Other Covenants.

(a) The Base Lessee agrees to use the Project solely for the purpose of leasing the Project pursuant to the Lease unless an "event of default" under the Lease occurs or if Base Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, in which event the Base Lessee may enter into a lease of the Project pursuant to **Section 6** of this Base Lease.

(b) The Base Lessee agrees that upon the termination of this Base Lease it will surrender the Project to the Base Lessor free and clear of all liens and encumbrances, except permitted encumbrances (other than this Base Lease), and all right, title and interest of the Base Lessee or any sublessee or assignee in and to the Project, including any and all improvements and fixtures which shall at the time be situated thereon or attached thereto, shall vest in the Base Lessor. The Base Lessee and any sublessee or assignee shall execute and deliver, upon request by the Base Lessor, any instrument of transfer, conveyance or release necessary or appropriate to confirm the vesting of such right, title and interest in the Base Lessor. If the Project has been subleased by the Base Lessee pursuant to **Section 6** of this Base Lease, upon termination of this Base Lease any such sublease, by the terms thereof, shall also terminate.

(c) The Base Lessee or its sublessee or assignee shall use the Project only in a careful, safe and proper manner in compliance with all applicable federal, State, county and municipal laws, ordinances, resolutions, rules or regulations, and in a manner that would not reasonably give rise to liability pursuant to any environmental laws. The Base Lessee or its sublessee or assignee shall not commit any waste or nuisance on the Project.

(d) Any person who subleases the Project pursuant to Section 6 of this Base Lease shall covenant that its use and operation of the Project, and all activities conducted on the Project during the term of such

sublease, shall be in compliance with, and conducted in a manner so as not to give rise to liability under, any applicable environmental law. Further, any sublessee shall covenant that, in the event the Base Lessor reasonably believes (i) the sublessee is conducting or has conducted activities on the Project which are or were in violation of applicable environmental laws, or (ii) the sublessee's use or operation of the Project has resulted or may result in environmental conditions on or emanating from the Project which could give rise to liability under applicable environmental laws, such sublessee shall promptly undertake all appropriate response actions necessary to come into compliance with and mitigate any potential liability arising under applicable environmental laws.

(e) Except as provided in the Lease and except for Permitted Encumbrances, the Base Lessor and the Base Lessee and any sublessee or assignee of the Base Lessee agree that neither the Base Lessor, the Base Lessee, nor any sublessee or assignee of the Base Lessee will sell, mortgage or encumber the Project or any portion thereof during the term of this Base Lease.

Section 13. Waiver of Personal Liability. All liabilities under this Base Lease on the part of Base Lessee are solely corporate liabilities of Base Lessee as a limited liability company, and, to the extent permitted by law, Base Lessor hereby releases each and every director, officer and employee of Base Lessee of and from any personal or individual liability under this Base Lease. No director, officer or employee of Base Lessee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by Base Lessee hereunder.

Section 14. Eminent Domain.

(a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of Base Lessee shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XI** of the Lease. Under State statutes, Base Lessor has the power to condemn property for its purposes, and Base Lessor acknowledges that if Base Lessor condemned the Project, such action could adversely affect the continuation of this Base Lease. The Base Lessor further acknowledges that condemnation of the Project would adversely affect Base Lessee and that without Base Lessee's interest in the Project, Base Lessee might not lease the Project to Base Lessor pursuant to the Lease.

Base Lessor and Base Lessee have reached agreement on the terms of the acquisition of the Project, at Base Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of Base Lessee's interest in the Project or rights to its use by Base Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If Base Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default as those terms are defined in the Lease), that action shall constitute an irrevocable determination by the Base Lessor that the Project is not required by it for any public purpose for the term of this Base Lease.

Base Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisement value of the Project shall not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Project is challenged or threatened by means of competent legal or equitable action, Base Lessor covenants that it shall cooperate with Base Lessee and shall take all reasonable actions, including where appropriate the lawful exercise of Base Lessor's power of eminent domain, in order to quiet title to the Project in Base Lessor.

Section 15. Leaseback to Base Lessor; Term; Rental. Contemporaneously herewith Base Lessee and Base Lessor will execute the Lease whereby Base Lessee subleases back to Base Lessor and Base Lessor subleases from Base Lessee the Project. Title to the Project shall remain in Base Lessor at all times. The Lease includes in **Article X** thereof the option of Base Lessor, upon payment of the purchase price, to purchase Base Lessee's interest in the Project.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All written notices to be given under this Base Lease shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 18. Section Headings; Definitions. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease. Unless otherwise defined in this Base Lease, capitalized words and terms used herein will have the meanings assigned thereto in **Section 1.1** of the Lease.

Section 19. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Base Lessee and Base Lessor. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

Section 20. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

Section 21. Execution in Counterparts; Electronic Transaction. This Base Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Base Lease. It is also agreed that separate counterparts of this Base Lease may be executed by Base Lessee and Base Lessor all with the same force and effect as though the same counterpart had been executed by both Base Lessee and Base Lessor. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means.

Section 22. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 23. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 24. TABOR. To the extent any financial obligations of Base Lessor arising from or related to this Base Lease extend beyond the fiscal year of Base Lessor in which this Base Lease is signed, such obligations are expressly made contingent upon annual appropriation by Base Lessor's governing body in compliance with

Article X, Section 20 of the Colorado Constitution. As such, this Base Lease shall not be considered a multiple fiscal year obligation of Base Lessor.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, Base Lessor and Base Lessee have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF MANITOU SPRINGS, COLORADO

[SEAL]

By: _____
Name: _____
Title: _____

CLAYTON HOLDINGS, LLC

[NO SEAL]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) **SS**
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of August, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of the **CITY OF MANITOU SPRINGS, COLORADO**, a home rule city and municipal corporation duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Colorado, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its governing body, and he/she acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

*PLEASE AFFIX SEAL FIRMLY AND
CLEARLY IN THIS BOX*

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

BE IT REMEMBERED, that on this ____ day of August, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who, being by me being before me duly sworn did say that he/she is an authorized Officer of **CLAYTON HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said company by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company, and that the company has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

*PLEASE AFFIX SEAL FIRMLY AND
CLEARLY IN THIS BOX*

SCHEDULE 1 TO BASE LEASE

DESCRIPTION OF THE LAND

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STATE HIGHWAY KNOWN AS MANITOU ROAD, SAID POINT BEING 722 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF A CERTAIN TRACT CONVEYED TO C. M. HAMMOND BY DEED RECORDED SEPTEMBER 26, 1925 IN BOOK 750, PAGE 163 OF THE RECORDS OF SAID EL PASO COUNTY, AND RUNNING THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID HIGHWAY, 140 FEET; THENCE ANGLE LEFT 90 DEGREES 00 MINUTES NORTHWESTERLY 177.22 FEET TO A POINT IN SUTHERLAND CREEK; THENCE ANGLE LEFT 91 DEGREES 49 MINUTES SOUTHWESTERLY, 59.16 FEET; THENCE ANGLE RIGHT 34 DEGREES 17 MINUTES SOUTHWESTERLY, 70.86 FEET; THENCE ANGLE LEFT 47 DEGREES 50 MINUTES SOUTHWESTERLY, 100 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HIGHWAY; THENCE ANGLE LEFT 114 DEGREES 30 MINUTES NORTHEASTERLY ALONG SAID HIGHWAY LINE, 35 FEET; THENCE ANGLE RIGHT 9 DEGREES 52 MINUTES NORTHEASTERLY ALONG SAID HIGHWAY LINE, 58.4 FEET; THENCE ANGLE RIGHT 12 DEGREES 00 MINUTES EASTERLY ALONG SAID HIGHWAY, 58.4 FEET; THENCE ANGLE RIGHT 12 DEGREES 00 MINUTES SOUTHEASTERLY ALONG SAID HIGHWAY LINE, 54.2 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF DESCRIBED IN RULE AND ORDER OF THE DISTRICT COURT IN AND FOR EL PASO COUNTY RECORDED NOVEMBER 14, 1969 IN BOOK 2319 AT PAGE 43, AND FURTHER EXCEPTING ANY PORTION WEST OF THE PORTION OF LAND DESCRIBED IN SAID RULE AND ORDER, AND FURTHER EXCEPTING ANY OTHER PORTION LYING WITHIN A PUBLIC ROAD, HIGHWAY, OR STREET.

LOT 1, JAMES GANG ACRES SUBDIVISION, FILING NO. 2, IN THE CITY OF MANITOU SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

LOT 2, JAMES GANG ACRES SUBDIVISION, FILING NO. 2, IN THE CITY OF MANITOU SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

SCHEDULE 2 TO BASE LEASE

THE IMPROVEMENTS

Improvements: The Improvements consist of construction and improvements for parking lot upgrades and renovations of two existing buildings for restroom facilities and for a parking office and visitor center, commonly referred to as a “Dillon Mobility Hub Project,” to be located on the Land described on **Schedule 1**, with a street address of 132, 134 and 142 Manitou Avenue, Manitou Springs, Colorado 80829, together with related improvements, fixtures, equipment and furnishings and support facilities.

Lease Proceeds: \$1,300,000

93910751.v2

93910751.v4

ESCROW AGREEMENT

among

CLAYTON HOLDINGS, LLC,
as Lessor

and

CITY OF MANITOU SPRINGS, COLORADO,
as Lessee

and

UMB Bank, N.A.,
as Escrow Agent

Dated as of _____, 2025

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of _____, 2025, by and among Clayton Holdings, LLC, a limited liability company organized under the laws of the State of Missouri, as Lessor (“**Lessor**”), the City of Manitou Springs, Colorado (“**Lessee**”), and UMB Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America, as Escrow Agent (the “**Escrow Agent**”):

In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This Escrow Agreement relates to the Lease Purchase Agreement (the “**Lease**”), dated as of the date hereof, between Lessor and Lessee.

2. [Reserved].

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special trust fund designated “Project Fund” (the “**Project Fund**”) to be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement.

5. Lessor shall deposit \$1,300,000.00 in the Project Fund at the time of the execution and delivery of this Escrow Agreement. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon the written order of a representative of Lessee in Qualified Investments (as hereinafter defined) and maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Such investments shall be held by the Escrow Agent in the Project Fund, and any interest earned on such investments shall be deposited in the Project Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. If no investment instructions are received, Escrow Agent shall invest such funds in the _____, provided such investments mature or are subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed.

6. “Qualified Investments” means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i) or (ii) above; (iv) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i) or (ii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (v) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (i) or (ii).

7. Moneys in the Project Fund shall be used to pay for Costs of the Improvements. Payment shall be made from the Project Fund for the Cost of the Improvements upon presentation to the Escrow Agent of a written request signed by Lessee Representative. The Escrow Agent may rely conclusively on any such certificate,

shall not be responsible for reviewing the contents of the same, and shall not be required to make any independent inspection or investigation in connection therewith. The Escrow Agent shall make disbursements to the Lessee pursuant to such request within five business days of the receipt of such certificate. A form of such certificate is attached hereto as **Exhibit A**.

Notwithstanding the foregoing, the Escrow Agent shall not make any disbursements pursuant to the terms hereof until the Lessor advises the Escrow Agent in writing that the Lessee has caused to be filed with the Lessor all items required to be so filed pursuant to the terms of the Lease. The Escrow Agent may conclusively rely upon such certification of the Lessor and shall not be required to make any independent investigation in connection therewith.

8. The Project Fund shall terminate upon the occurrence of the earlier of (a) the presentation to Lessor and the Escrow Agent of (i) a Completion Certificate, a form of which is attached hereto as **Exhibit B**, (ii) written confirmation from the Lessee stating that it has received final occupancy permit(s) respecting the Improvements issued by all appropriate governmental authorities; or (b) the presentation of written notification by the Lessor, that an Event of Default has occurred or that Lessee has terminated the Lease pursuant to **Section 3.3** of the Lease. The Escrow Agent may conclusively rely upon such notification and shall not be obligated to make any investigation in connection therewith. The Completion Certificate shall be signed by Lessee Representative and shall state (i) the date on which the Improvements were completed, (ii) that all other facilities necessary in connection with the Improvements have been acquired, constructed, equipped and installed, (iii) that the Improvements and such other facilities have been acquired, constructed, equipped and installed in accordance with the Plans and Specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (iv) that all Costs of the Improvements have been paid. Such certificate may state that it is given without prejudice to any rights of Lessee that then exist or may subsequently come into being against third parties. Upon termination as described in this paragraph, any amount remaining in the Project Fund shall immediately be paid to Lessor by the Escrow Agent.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If no such successor Escrow Agent has been designated by such date, the resigning or removed Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor agent.

10. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Project Fund. The Escrow Agent makes no representations or warranties as to the title to the Project or as to the performance of any obligations of Lessor or Lessee.

Lessor and Lessee, jointly and severally and to the extent permitted by law and subject to annual appropriation by Lessee, hereby agree to indemnify the Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred in connection herewith without negligence or willful misconduct on the part of the Escrow Agent, including without limitation legal or other fees arising out of or in connection with its entering into this Escrow Agreement and carrying out its duties hereunder, including without limitation reasonable attorney's fees and the costs and expenses of defending itself against any claim of liability in the premises or any

action for interpleader. The Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that the Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own negligence or willful misconduct as finally determined by a court of competent jurisdiction, subject to no further appeal. Such indemnity shall survive the termination or discharge of this Escrow Agreement or resignation of the Escrow Agent.

In the event of any disagreement between the parties to this Escrow Agreement, or any other person, resulting in adverse claims and demands being made in connection with or for any papers, money or property involved herein, or affected hereby, the Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any person named in such instructions for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the Escrowed Funds, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation.

11. Lessor shall pay the Escrow Agent a fee of \$250.00 for its services under this Escrow Agreement. Additionally, Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees.

12. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

13. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

15. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

16. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder. The Escrow Agent may consult with counsel, and the written advice of such counsel or an opinion of counsel shall be full and complete authorization and protection for any action taken, suffered or omitted by it in good faith and in accordance with such advice or opinion. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any

person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Escrow Agreement shall be allocable to Lessee until an Event of Default occurs or the Lease terminates, then such interest or other income shall be allocable to Lessor. Lessor and Lessee agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, “**Tax Reporting Documentation**”) at the time of execution of this Escrow Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the “**Acts**”), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

17. All notices, certificates or other communications required to be given hereunder shall be in writing and shall be deemed duly given when delivered or mailed by first-class, certified or registered mail, postage prepaid, to the parties at their respective addresses addressed as follows:

(a) To Lessor:

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 1210
St. Louis, Missouri 63105-1797
Attn: Ashley Stout

(b) To Lessee:

City of Manitou Springs, Colorado
606 Manitou Avenue
Manitou Springs, CO 80829
Attention: Finance Director

(c) To Escrow Agent:

UMB Bank, N.A.
Attn: Nicole Tarantino
928 Grand Blvd., 12th Floor
Kansas City, Missouri 64106
Phone: (816) 860-4631
Email: nicole.tarantino@umb.com

All notices given by first-class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. The Lessor and the Lessee may from

time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

CLAYTON HOLDINGS, LLC
Lessor

By: _____
Name: _____
Title: _____

CITY OF MANITOU SPRINGS, COLORADO
Lessee

By: _____
Name: _____
Title: _____

UMB BANK, N.A.
Escrow Agent

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO THE ESCROW AGREEMENT**

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM
PROJECT FUND**

To: UMB Bank, N.A.
928 Grand Blvd., 12th Floor
Kansas City, Missouri 64106
Attn: _____

Ladies and Gentlemen:

Pursuant to **Section 7** of the Escrow Agreement, dated as of August __, 2025 (the “**Escrow Agreement**”), among Clayton Holdings, LLC, as Lessor, the City of Manitou Springs, Colorado (the “**Lessee**”), and you, as Escrow Agent, Lessee hereby requests payment in accordance with this request and said **Section 7** and hereby states and certifies as follows:

- (a) All terms in this request are used with the meanings used in the Escrow Agreement.
- (b) The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the Costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
- (c) The amounts requested either have been paid by Lessee, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses are stated on **Attachment I** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the making of the Improvements.
- (d) All such materials, equipment or furnishings have been delivered to, and are located on, the Land.
- (e) No part thereof has been or is being made the basis for the withdrawal of any moneys in any previous or pending request under the Escrow Agreement.
- (f) The amount remaining to be paid from the Project Fund together with other funds Lessee has available to pay such Costs will, after payment of the amounts requested, be sufficient to pay the Costs of completing the Improvements in accordance with the Construction Contract, all in accordance with the Plans and Specifications on file with you.
- (g) This certificate contains no request for payment on account of any retained percentage which Lessee is on the date hereof entitled to retain.
- (h) There has not been filed with or served upon Lessee any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts requested which has not been released or will not be released simultaneously with the payment of such obligation.
- (i) Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

Pursuant to **Section 7** of the Escrow Agreement, Lessee hereby states and certifies that (a) each of Lessee's representations contained in the Lease or the Base Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default.

CITY OF MANITOU SPRINGS, COLORADO

By: _____
Lessee Representative

Approved:

CLAYTON HOLDINGS, LLC
Lessor

By: _____
Name: _____
Title: _____

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF MANITOU SPRINGS, COLORADO
PROJECT FUND**

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee and Address</u>	<u>Amount</u>	<u>Description of Work and/or Materials</u>

EXHIBIT B
TO ESCROW AGREEMENT
COMPLETION CERTIFICATE

UMB Bank, N.A.
928 Grand Blvd., 12th Floor
Kansas City, Missouri 64106
Attn: _____

Re: Lease Purchase Agreement, dated as of _____, 2025, between Clayton Holdings, LLC,
as lessor, and the City of Manitou Springs, Colorado, as lessee

Ladies and Gentlemen:

Pursuant to **Section 8** of the Escrow Agreement, dated as of _____, 2025 (the “**Escrow Agreement**”), among Clayton Holdings, LLC, the City of Manitou Springs, Colorado, and UMB Bank, N.A. as Escrow Agent, the undersigned hereby certify (a) all terms in this certificate are used with the meanings used in said Escrow Agreement, (b) the Improvements were completed on _____, 20____, (c) all other facilities necessary in connection with the Improvements have been acquired, constructed, equipped and installed, (d) the Improvements and such other facilities have been made in accordance with the Plans and Specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (e) all Costs of the Improvements have been paid. This certificate is given without prejudice to any rights of Lessee that then exist or may subsequently come into being against third parties.

Pursuant to **Section 7** of the Escrow Agreement, Lessee hereby states and certifies that (a) each of Lessee’s representations contained in the Lease or the Base Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default.

Date: _____

CITY OF MANITOU SPRINGS, COLORADO

By: _____
Lessee Representative

93910753.v5



Memorandum

Title: Public Hearing to Consider Issuance of a New Entertainment Facility Liquor License at 404 Manitou Avenue, Z Golf Food & Beverage Services, LLC, dba Briarhurst Manor Estate by Wedgewood Weddings

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 20 Minutes

August 19, 2025

Purpose:

To assess whether the applicant meets the legal requirements for an Entertainment Facility liquor license. The City Council, serving as the Local Licensing Authority (LLA), will review evidence and hear testimony from both the applicant and local adult residents and business owners. This process will focus on the necessity for an Entertainment Facility Liquor License, the character of the applicant, the identified premises, and any other relevant information to help determine whether the license should be granted.

Background:

Z Golf Food & Beverage Services LLC, dba Briarhurst Manor Estate by Wedgewood Weddings, has applied for an Entertainment Facility Liquor License at 404 Manitou Avenue. An entertainment facility is an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises. As defined by C.R.S. §44-3-428(1), an entertainment facility license may be issued to an entertainment facility selling alcohol beverages by the drink only to customers for consumption on the premises. An entertainment facility licensee shall have sandwiches and light snacks available for consumption on the licensed premises during business hours but need not have meals available for consumption.

The Hearing:

The City Council, in its role as the LLA, shall conduct a needs and desires hearing. This hearing is a quasi-judicial proceeding. The purpose of the hearing is to receive information, data, and testimony by interested parties, in order to enable the Authority to make findings and reach the conclusions required to be made by state law as to whether or not the application should be approved or denied. The statutory criteria that the Authority will be concerned with throughout the hearing are the reasonable requirements of the neighborhood and desires of the adult inhabitants of that neighborhood with respect to the proposed business. The applicant has the burden to



provide evidence in the affirmative that the needs and desires of the neighborhood are not met without the issuance of the proposed license.

Individuals who will be heard during the hearing are considered Parties in Interest. The Colorado Liquor Code defines Parties in Interest as being the applicant, adult residents of the neighborhood and owners/managers of businesses located in the defined neighborhood. The Manitou Springs Liquor Licensing Authority has ruled that in addition to Parties in Interest as defined by the Liquor Code, all Manitou Springs residents and/or business owners shall be considered Parties in Interest and will be permitted to participate in the hearing (City Code 5.06.070).

The hearing sequence is summarized as follows:

City Staff Presentation:

The City Clerk's Office has provided an Administrative Report that summarizes the information contained in Exhibits A through F that will be entered into the record of the hearing.

Applicant's Presentation:

The Applicant will be provided the opportunity to respond to any issues or concerns reported in the City Staff Presentation. The Applicant should also be prepared to provide evidence to support approving the application, including the Applicant's past experience in the sale/service of alcohol beverages, the financial backers of the proposed establishment, the reasonable requirements of the neighborhood that establish a need for the issuance of a license, and the desires of the inhabitants of the neighborhood. The applicant has the burden of persuading the Authority with sufficient evidence to indicate that all state and local criteria have or will be met. The applicant shall then remain available for questions from the Local Licensing Authority.

Evidence from Parties in Interest:

Following the conclusion of the Applicant's Presentation, Parties in Interest are given an opportunity to provide comments in the form of testimony, letters, or petitions in support of, or in opposition to, the license application. In order to confirm status, they must identify themselves by stating their name and address for the record. Following their testimony, they shall remain available for questions from the Local Licensing Authority.

Applicant Rebuttal:

Upon conclusion of the evidence form the parties in interest and at the Authority's sole discretion, the applicant may be allowed to provide rebuttal evidence and testimony.

Liquor Licensing Authority Decision:



Following the close of the public hearing, the Authority will deliberate and then decide by majority vote whether to approve, deny, or continue consideration of the application.

Pros and Cons:

N/A

Fiscal Impact:

N/A

Workload Impact:

10 Hours

Recommended Action:

Move to approve the issuance of an Entertainment Facility Liquor License at 404 Manitou Ave. for Z Golf Food & Beverage Services, LLC, dba Briarhurst Manor Estate by Wedgewood Weddings

Move to deny the application for an Entertainment Facility Liquor License located at 404 Manitou Ave. for Z Golf Food & Beverage Services, LLC, dba Briarhurst Manor Estate by Wedgewood Weddings for the following reason(s): list specific reasons for the record.

CITY CLERK OFFICE

606 Manitou Avenue • Manitou Springs, CO 80829
Phone: (719) 685-2554 Email: cityclerk@manitouspringsco.gov



Date: August 15, 2025

To: City Council acting as the Local Licensing Authority

From: Elena Krebs, City Clerk

Subject: Administrative Report for New Entertainment Facility License
Application for Z Golf Food & Beverage Services, LLC dba Briarhurst Manor
Estate by Wedgewood Weddings

As defined by State Statute **CRS 44-3-103 (15.5) Entertainment facility means an establishment:**

(a) In which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and (b) that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises and has sandwiches and light snacks available for consumption on the licensed premises.

1. **Status of application** - The full application was submitted on July 2, 2025, and is on file in the City Clerk's office and may be obtained by request. Listed below are the main components of the application that the Local Licensing Authority will consider during the hearing:

a. State Application Form – Exhibit A

An application for a new Entertainment Facility Liquor License was submitted on July 2, 2025. The applicant was identified as Z Golf Food & Beverage Services, LLC, doing business as Briarhurst Manor Estate by Wedgewood Weddings. The owner was identified as Wedgewood Intermediate Holding Corporation.

b. Diagram of Premises – Exhibit B

The submitted diagram indicates the entire premises are to be licensed, including exterior patio areas. A request for inspection to confirm the diagram was made to the applicant's legal representative and manager, however at the time of writing this report, no response was received. The state's application does allow for an inspection of the premises prior to local approval or after the state's approval.

c. Proof of possession – Exhibit C

The applicant provided proof of possession with the submission of a Lease Agreement entered between 404 Manitou, LLC and Z Golf Food & Beverage Services, LLC. The lease term began April 24, 2025, and will terminate April 24, 2055.

Location Summary:

The location has not been denied a liquor license for needs/desires within the past 2 years. The previous liquor license, a Hotel and Restaurant License, expired January 12, 2025.

The building where the applicant proposes to exercise the privilege of alcohol beverages for consumption on the premises is not within 500 feet of a public or parochial school.

d. Background Information – Exhibit D

Managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of an entertainment facility class of retail license are required to submit to a background check.

This application has a Master File on record with the State, which is a designation granted by the Colorado Liquor Enforcement Division to businesses that have multiple liquor license interests. The Master File, which contains fingerprint cards bearing the names of the people listed below have been submitted by the State to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed. Additionally, applicants are required to provide a letter from the State, confirming Master File status. This letter is attached and part of the record.

Zaruka, John William
Zaruka, William J.
Maurer, Erik E.
Holcomb, Brett P.
Bradshaw, Trevor

e. Evidence of Support and Need – Exhibit E

Evidence of support is required in order for the Licensing Authority to consider the reasonable requirements of the neighborhood as well as the desires of the adult inhabitants. The applicant has the burden of producing evidence that the adult residents and business owners within the designated neighborhood are in support of the application. In Manitou Springs, the designated neighborhood has been defined as *“all properties within 100 feet of the proposed location’s property boundaries”*.

To provide evidence of support, LiquorPros, on behalf of the applicant, circulated a petition well beyond the designated 100-foot boundary. The petition summary indicated that contact was attempted a total of 272 times on August 13, 2025, from 10 AM to 6:30 PM, obtaining a total of 76 signatures. 100% of business signatures indicated they support the issuance of the requested license and 98% of residential signatures indicated they support the issuance of the requested license.

The full petition is attached for reference and representatives from LiquorPros will be in attendance at the meeting to summarize and testify to the results.

2. Notice of Public Hearing – Exhibit F

The applicant was sent a preliminary findings and hearing notice on August 6, 2025, and the Notice of Public Hearing on this matter was published in The Gazette on August 8, 2025, and posted in a conspicuous manner on the premises, as required by state law, on August 8, 2025. The notices informed the public that a hearing would be held on August 19, 2025, and that public comment could be made in writing to the City Clerk by 5:00 p.m. on August 14, 2025. At the time that this report was prepared, no comments were received.

Colorado Liquor Retail License Application

* **Note that the Division will not accept cash** ☐ Paid by Check **Date Uploaded to Movelt**

☒ Paid Online

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Married Couple Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Z Golf Food & Beverage Services, LLC

FEIN Number

[REDACTED]

State Sales Tax Number

[REDACTED]

Trade Name of Establishment (DBA)

Briarhurst Manor Estate by Wedgewood Weddings

Business Telephone

719-685-1864

Address of Premises (specify exact location of premises, include suite/unit numbers)

404 Manitou Avenue

City

Manitou Springs

County

El Paso

State

CO

ZIP Code

80629

Mailing Address (Number and Street)

43385 Business Park Drive, suite 120

City or Town

Temecula

State

CA

ZIP Code

92590

Email Address

ZGAccounting@wedgewoodweddings.com

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

Section A Nonrefundable application fees*

☐	Application Fee for New License	\$1,100.00
☒	Application Fee for New License with Concurrent Review	\$1,200.00
☐	Application Fee for Transfer.....	\$1,100.00

Section B Liquor License Fees*

☐	Add Optional Premises to H & R	\$100.00	X		Total	
☐	Add Sidewalk Service Area.....	\$75.00				
☐	Arts License (City).....	\$308.75				
☐	Arts License (County)	\$308.75				
☐	Beer and Wine License (City).....	\$351.25				
☐	Beer and Wine License (County).....	\$436.25				
☐	Brew Pub License (City).....	\$750.00				
☐	Brew Pub License (County).....	\$750.00				
☐	Campus Liquor Complex (City)	\$500.00				
☐	Campus Liquor Complex (County)	\$500.00				
☐	Campus Liquor Complex (State)	\$500.00				
☐	Club License (City)	\$308.75				
☐	Club License (County).....	\$308.75				
☐	Distillery Pub License (City).....	\$750.00				
☐	Distillery Pub License (County)	\$750.00				
☒	Entertainment Facility License (City).....	\$500.00				
☐	Entertainment Facility License (County).....	\$500.00				
☐	Hotel and Restaurant License (City).....	\$500.00				
☐	Hotel and Restaurant License (County)	\$500.00				
☐	Hotel and Restaurant License with one optional premises (City).....	\$600.00				
☐	Hotel and Restaurant License with one optional premises (County).....	\$600.00				

Section B Liquor License Fees* (Continued)

☐	Liquor-Licensed Drugstore (City).....	\$227.50
☐	Liquor-Licensed Drugstore (County).....	\$312.50
☐	Lodging Facility License (City).....	\$500.00
☐	Lodging Facility License (County)	\$500.00
☐	Manager Registration - H & R	\$30.00
☐	Manager Registration - Tavern	\$30.00
☒	Manager Registration - Lodging & Entertainment	\$30.00
☐	Manager Registration - Campus Liquor Complex	\$30.00
☐	Optional Premises License (City)	\$500.00
☐	Optional Premises License (County).....	\$500.00
☐	Racetrack License (City)	\$500.00
☐	Racetrack License (County)	\$500.00
☐	Resort Complex License (City).....	\$500.00
☐	Resort Complex License (County).....	\$500.00
☐	Related Facility - Campus Liquor Complex (City).....	\$160.00
☐	Related Facility - Campus Liquor Complex (County)	\$160.00
☐	Related Facility - Campus Liquor Complex (State)	\$160.00
☐	Retail Gaming Tavern License (City)	\$500.00
☐	Retail Gaming Tavern License (County).....	\$500.00
☐	Retail Liquor Store License - Additional (City)	\$227.50
☐	Retail Liquor Store License - Additional (County).....	\$312.50
☐	Retail Liquor Store (City)	\$227.50

Section B Liquor License Fees* (Continued)

- ☐ Retail Liquor Store (County).....\$312.50
- ☐ Tavern License (City).....\$500.00
- ☐ Tavern License (County).....\$500.00
- ☐ Vintners Restaurant License (City).....\$750.00
- ☐ Vintners Restaurant License (County).....\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☒ License type or other transaction identified
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☐ No larger than 8½" X 11"
- ☐ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ Kitchen - identified if Hotel and Restaurant
- ☐ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☐ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- ☐ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>
State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ Form DR 4679 Lawful Presence Affidavit
- ☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ Certificate of Incorporation
- ☐ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ Partnership Agreement (general or limited).
- ☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ Copy of articles of organization
- ☐ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ \$30.00 fee
- ☐ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No

b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☐ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....N/A ☐ Yes ☐ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....N/A ☐ Yes ☐ No

For additional Retail Liquor Store only.

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?... ☐ Yes ☐ No
- b. Are you a Colorado resident?.....N/A ☐ Yes ☐ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... ☒ Yes ☐ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord

404 Manitou, LLC

Tenant

Z Golf Food & Beverage Services, LLC

Expires

4/24/2055

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ☐ Yes ☒ No
- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
None			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	

Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	

Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted? N/A ☐ Yes ☐ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? N/A ☐ Yes ☐ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

- a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ☐ Yes ☐ No N/A
- b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ☐ Yes ☐ No

c. How long has the club been incorporated?.....

- d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ☐ Yes ☐ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

- a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ☐ Yes ☐ No N/A

14. Campus Liquor Complex applicants answer the following:

- a. Is the applicant an institution of higher education?..... ☐ Yes ☐ No N/A
- b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ☐ Yes ☐ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

- a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... ☒ Yes ☐ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ☐ Yes ☐ No N/A

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☒ Yes ☐ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☐ No N/A

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name				Date of Birth (MM/DD/YY)	
Wedgewood Intermediate Holding Corporation				N/A	
Street Address					
43885 Business Park Dr., Suite 120					
City	State	ZIP Code	Position	% Owned	
Temecula	CA	92590	Member	100	

Name				Date of Birth (MM/DD/YY)	
William Zaruka				[REDACTED]	
Street Address					
43885 Business Park Dr., Suite 120					
City	State	ZIP Code	Position	% Owned	
Temecula	CA	92590	Manager	0	

Name				Date of Birth (MM/DD/YY)	
Erik Maurer				[REDACTED]	
Street Address					
227 West Monroe Street, Suite 3550					
City	State	ZIP Code	Position	% Owned	
Chicago	IL	60606	Manager	0	

Name				Date of Birth (MM/DD/YY)	
Brett Holcomb				[REDACTED]	
Street Address					
227 West Monroe Street, Suite 3550					
City	State	ZIP Code	Position	% Owned	
Chicago	IL	60606	Manager	0	

Name				Date of Birth (MM/DD/YY)	
Trevor Bradshaw				[REDACTED]	
Street Address					
43885 Business Park Dr., Suite 120					
City	State	ZIP Code	Position	% Owned	
Temecula	CA	92590	CFO/Treasurer	0	

Please see attached for John Zaruka

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... ☐ Yes ☒ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

William Zaruka

Title

CEO

Authorized Signature

William Zaruka
William Zaruka (Jun 27, 2025 09:34 PDT)

Date (MM/DD/YY)

06/27/25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

7/2/2025

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

8/19/2025

WZ For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date

☒ Will conduct inspection upon approval of state licensing authority

WZ ☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

☐ Yes ☒ No

☒ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? ☐ Yes ☐ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☒ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ☐ Yes ☐ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Local Licensing Authority for

--

Telephone Number

--

☐ Town, City

☐ County

Printed Name

--

Title

--

Signature

--

Date (MM/DD/YY)

--

Printed Name

--

Title

--

Signature

--

Date (MM/DD/YY)

--

Tax Check Authorization, Waiver, and Request to Release Information

I, William Zaruka

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Z Golf Food & Beverage Services, LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Z Golf Food & Beverage Services, LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

719-685-1864

Street Address

404 Manitou Avenue

City

State

ZIP Code

Manitou Springs

CO

80629

Printed name of person signing on behalf of the Applicant/Licensee

William Zaruka

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

William Zaruka
William Zaruka Proprietor Z Golf Food & Beverage Services, LLC

06/27/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

SUPPLEMENTAL ATTACHMENT TO DR8404

If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name

Date of Birth (MM/DD/YY)

John W. Zaruka



Street Address

City

State

ZIP Code

Position

% Owned

43385 Business Park Drive, Suite 120

Temecula CA

92590

Manager

0

Attachment A - Question 7: Other Interests

Name	License #	License Type	Status	Issue Date	Expiration Date	Street	City State Zip
ASHLEY RIDGE BY WEDGEWOOD WEDDINGS	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-12093	Entertainment Facility License (City)	Approved	10/16/2019	10/15/2025	8199 SOUTH PARK COURT	Littleton CO 80120
CRAFTWOOD PEAK BY WEDGEWOOD WEDDINGS	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-18573	Hotel & Restaurant (city)	Approved	6/8/2023	6/7/2026	404 EL PASO BOULEVARD	MANITOU SPRINGS CO 80829
CREEKSIDE TERRACE BY WEDGEWOOD WEDDINGS	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-22646	Entertainment Facility License (City)	Approved	11/25/2024	11/24/2025	5515-5605 PALMER PARK BOULEVARD	COLORADO SPRINGS CO 80915
DELLA TERRA BY WEDGEWOOD WEDDINGS	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-22961	Entertainment Facility License (City)	Approved	1/22/2025	1/21/2026	3501 FALL RIVER ROAD	Estes Park CO 80517
DELLA TERRA MOUNTAIN CHATEAU	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-22963	Hotel & Restaurant (city)	Approved	1/22/2025	1/21/2026	3501 FALL RIVER ROAD	Estes Park CO 80517
PINES AT GENESEE BY WEDGEWOOD WEDDINGS	Z GOLF FOOD & BEVERAGE SERVICES, LLC 03-18971	Lodging & Entertainment (County)	Approved	7/13/2023	7/12/2025	633 PARK POINT DRIVE	Golden CO 80401
WEDGEWOOD	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-09415	Master File (Business)	Approved	2/14/2018		43885 BUSINESS PARK DRIVE #229	Temecula CA 92590
WEDGEWOOD AT BLACK FOREST	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-06449	Hotel & Restaurant (county)	Approved	7/5/2016	7/4/2025	12375 BLACK FOREST DRIVE	Colorado Springs CO 80908
WEDGEWOOD AT BRITTANY HILL	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-07074	Hotel & Restaurant (city)	Approved	10/18/2016	10/17/2025	9350 GRANT STREET	Thornton CO 80229
WEDGEWOOD AT KEN CARYL	Z GOLF FOOD BEVERAGE SERVICES LLC 03-07132	Entertainment Facility License (County)	Approved	10/25/2016	10/24/2025	11851 SHAFFER DRIVE	Littleton CO 80127
WEDGEWOOD WEDDINGS AT MOUNTAIN VIEW RANCH CREEKSIDE	Z GOLF FOOD & BEVERAGE SERVICES LLC 03-09485	Entertainment Facility License (County)	Approved	4/5/2018	4/4/2026	11883 SOUTH ELK CREEK ROAD	Pine CO 80470
WEDGEWOOD WEDDINGS AT MOUNTAIN VIEW RANCH, WILLOWS	Z GOLF FOOD & BEVERAGE SERVICES 03-09560	Entertainment Facility License (County)	Approved	4/5/2018	4/4/2026	11853 SOUTH ELK CREEK ROAD	Pine CO 80470

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Z GOLF FOOD & BEVERAGE SERVICES, LLC

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20141029572.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/13/2024 that have been posted, and by documents delivered to this office
electronically through 09/16/2024 @ 15:19:05.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/16/2024 @ 15:19:05 in accordance with applicable law.
This certificate is assigned Confirmation Number 16389307.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 01/15/2014 11:31 AM
 ID Number: 20141029572
 Document number: 20141029572
 Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20141029572
(Colorado Secretary of State ID number)

Entity name Z GOLF FOOD & BEVERAGE SERVICES, LLC

True name _____
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction California

3. The principal office address of the entity's principal office is

Street address 4338 Business Park Drive
(Street number and name)

Temecula CA 92590
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

Mailing address _____
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name _____
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity) Corporation Service Company
(Caution: Do not provide both an individual and an entity name.)

Street address

1560 Broadway

(Street number and name)

Suite 2090

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 01/17/2014.
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Thornson

(Last)

Betty

(First)

A.

(Middle)

(Suffix)

1 South Dearborn Street

(Street number and name or Post Office Box information)

2900 Floor

Chicago

(City)

IL

(State)

60603

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



State of California
Bill Jones
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

A \$70.00 filing fee must accompany this form.
IMPORTANT - Read instructions before completing this form.

File#

199931610080

FILED
In the Office of the Secretary of State
of the State of California

NOV - 9 1999

Bill Jones
BILL JONES, Secretary of State
This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "LLC.")

Z Golf Course Food & Beverage Advisors, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:

John Zaruka

which is

☒ an individual residing in California. Proceed to item 4.

☐ a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:

Address: 2067 Alborado Dr.

City: Camarillo

State: CA

Zip Code: 93010

5. The limited liability company will be managed by: (check one)

☐ one manager

☐ more than one manager

☒ limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

N/A

Type of business of the limited liability company.

Golf course food and beverage consulting and management

DECLARATION: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Patrick T. Loughman
Signature of Organizer

November 8, 1999

Date

Type or Print Name of Organizer

PATRICK T. LOUGHMAN
Attorney for Z Golf Course Food &
Beverage Advisors, LLC



State of California
Kevin Shelley
Secretary of State

LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

A \$30.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

FILED *Sc*
In the office of the Secretary of State
of the State of California

SEP 29 2003

Kevin Shelley
KEVIN SHELLEY, SECRETARY OF STATE

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 199931610080	2. NAME OF LIMITED LIABILITY COMPANY Z Golf Course Food & Beverage Advisors, LLC
3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY. A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC" OR "L.L.C.") Z Golf Food & Beverage Services, LLC B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE): ☐ ONE MANAGER ☐ MORE THAN ONE MANAGER ☐ ALL LIMITED LIABILITY COMPANY MEMBER(S) C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION: D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.	
4. FUTURE EFFECTIVE DATE, IF ANY: MONTH DAY YEAR	
5. NUMBER OF PAGES ATTACHED, IF ANY	
6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED. <i>John W. Zaruka</i> SIGNATURE OF AUTHORIZED PERSON JOHN W. ZARUKA, Managing Partner TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON DATE 9/12/03	
7. RETURN TO: NAME Patrick T. Loughman FIRM Lowthorp, Richards, McMillan, et al. ADDRESS P.O. Box 5167 CITY/STATE Oxnard, CA 93031 ZIP CODE L	

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF

Z GOLF FOOD & BEVERAGE SERVICES, LLC
(a California limited liability company)

This Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") of Z Golf Food & Beverage Services, LLC (the "Company") is entered into as of January 21, 2014 by and between the Company and Wedgewood Intermediate Holdings Corporation, a Delaware corporation and the sole member of the Company (the "Member").

RECITALS

The Company was formed on November 9, 1999 upon the filing of the Articles of Organization (the "Articles") with the California Secretary of State under the name Z Golf Course Food & Beverage Advisors, LLC. The Company's name was changed to Z Golf Food & Beverage Services, LLC upon the filing of a Certificate of Amendment on September 29, 2003 with the California Secretary of State.

The Member and the Company wish to amend and restate the operating agreement for the Company in the form of this Agreement.

AGREEMENT

1. Formation. The Company has been organized as a California limited liability company pursuant to the provisions of the California Revised Uniform Limited Liability Company Act, California Code Section 17001 et seq., as amended from time to time (the "Act"), and that, except as herein otherwise expressly provided, the rights, duties and liabilities of the Member as to the Company, shall be as provided in the Act.

2. Name. The name of the Company is Z Golf Food & Beverage Services, LLC.

3. Management.

A. General Duty. The business and affairs of the Company will be managed under the director of the Board of Managers. The Board of Managers shall manage the day-to-day-business and affairs of the Company. Except where the approval of the Member is expressly required by this Agreement or by non-waivable provisions of the Act, the Board of Managers shall have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company.

B. Managers. As used herein, "Manager" means a member of the Board of Managers. Those Managers designated as "Fund Managers" by the Member shall have two (2) votes on all matters subject to action, determination, vote, approval, or consent pursuant to this Agreement, the Act or any applicable legal requirement. On the date of this Agreement, there shall be a Board of Managers initially consisting of four Managers, a two of whom will be Fund Managers. Thereafter, the Board of Managers shall consist of that number of Managers as shall be designated by the Member from time to time. The Member shall have the right to remove any Manager from the Board of Managers at any time, and to fill any vacancy arising from time to time with respect to any of the Managers. Initially, the Fund

Managers shall be Erik Maurer and Brett Holcomb and Erik Maurer shall serve as the Chairman, and the other two Managers shall be John Zaruka and William Zaruka.

C. Powers and Authorities of the Board of Managers. Except as otherwise provided in this Agreement, all decisions, determinations, actions, approvals or consents relating to the management and control of the conduct of the business of the Company and its affairs shall be made by or under the director of the Board of Managers, including decisions, determinations, actions, approvals and consents relating to any of the following: (i) the selection of representatives of the Company to serve on the management, supervisory or other governing boards or bodies of any company or other organization in which the Company owns an interest; (ii) the hiring and termination of officers of the Company; (iii) distributions to the Member; (iv) the opening of bank accounts, the making of loans to any third party, the incurrence or refinancing of indebtedness of the Company, and the encumbering of Company property; and (v) the selection of attorneys, accountants, appraisers and agents.

D. Limited Liability Company Qualifications and Filings. The Board of Managers shall cause to be filed such certificates or documents as may be determined by the Board of Managers in their sole discretion to be necessary or appropriate for the continuation, qualification and operation of a limited liability company in California and in any other jurisdiction in which the Company may elect to do business.

E. Resignation and Vacancies. Any Manager may resign at any time by giving written notice to the Company. Any vacancy occurring for any reason in any Manager position shall be filled in accordance with Section 3B.

F. Expenses of the Board of Managers. The Company shall pay the reasonable out-of-pocket expenses incurred by a Manager in connection with discharging any of his duties as a member of the Board of Managers upon submission to the Company of appropriate receipts or other evidence of payment.

G. Required Approvals. Unless otherwise provided in this Agreement and subject to applicable law, any decision, action, approval or consent required or permitted to be taken (i) by the Board of Managers, may be taken by the Board of Managers only by (A) the affirmative vote of a majority of the Managers, at a meeting of the Board of Managers where Managers possessing a majority of the votes are present in person or (B) without such meeting, without prior notice and without a vote, by written consent, setting forth the action so taken, signed by Managers possessing a majority of the votes, or (ii) by the Member by written consent, setting forth the action so taken, signed by the Member. For purposes of this Section 3G, a person shall be deemed to be present in person if such person is present by means of telephone, video-conferencing or any comparable arrangement. No Manager, in his capacity as such, shall have the authority to bind the Company except to the extent expressly authorized to do so by resolution of the Board of Managers; *provided* that nothing in this sentence shall affect the validity of any decision, action, approval or consent of the Board of Managers adopted in the manner contemplated by subsection (a) of this Section 3G. No vote, approval or consent by the Member is needed for: (1) any conversion of the Company into a different form of entity as contemplated by the Act; or (2) any compromise of any obligation of the Member to make a contribution (or to return money or other property paid or distributed in violation of the Act).

H. Appointment of Officers. The Board of Managers may appoint one or more of the following officers: Chairman, Chief Executive Officer, President, Chief Financial Officer, Vice President(s), Secretary, Treasurer, Assistant Secretary and Assistant Treasurer. The Board of Managers may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such

terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

i. *Chairman.* The Chairman, if there be a Chairman, shall preside at all meetings of the Board of Managers and shall have general charge of the business, affairs and property of the Company, and control over its officers, agents and employees. The Chairman may execute contracts and instruments in the name of the Company, and may, with the secretary, assistant secretary, treasurer or assistant treasurer, sign certificates (if any) for units of the Company. The Chairman shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement. Whenever the Chief Executive Officer and President are unable to serve, by reason of sickness, absence or otherwise, the Chairman shall perform all the duties and responsibilities and exercise all the powers of the Chief Executive Officer and President.

ii. *Chief Executive Officer.* The Chief Executive Officer, if there be a Chief Executive Officer, shall in general supervise and control all of the business affairs of the Company, subject to the direction of the Board of Managers. The Chief Executive Officer shall have the authority to hire, retain, fire or discharge any agent or employee of the Company. The Chief Executive Officer may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement.

iii. *President.* The President along with the Chief Executive Officer of the Company, if there be a Chief Executive Officer, shall have the general direction of the affairs of the Company except as otherwise prescribed by the Board of Managers and shall be subject to the direction of the Board of Managers. The President shall have the authority to hire, retain, fire or discharge any agent or employee of the Company. The President may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President, if there be any, shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement.

iv. *Chief Operating Officer.* The Chief Operating Officer, if there be a Chief Operating Officer, shall in general supervise and control all of the business operations of the Company, subject to the direction of the President along with the Chief Executive Officer of the Company, if there be a Chief Executive Officer. The Chief Operating Officer may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company.

v. *Vice-Presidents.* The Vice Presidents shall have such powers and perform such duties as shall be determined from time to time by the Chief Executive Officer, President and the Board of Managers.

vi. *Secretary and Assistant Secretaries.* The Secretary and any Assistant Secretary shall have authority to attest any signature on behalf of the Company or to affix the seal of the Company, if any, to any instrument requiring it (and to attest the fixing by his signature). The Board of Managers may also give general authority to any other officer to affix the seal of the Company, if any, and to attest the affixing by his signature. The Secretary shall perform such other duties and have such other powers as the Board of Managers may from time to time prescribe. The Assistant Secretary, or if there be more than one, the Assistant Secretaries, in the order determined by the Board of Managers (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Managers may from time to time prescribe.

vii. *Chief Financial Officer and/or Treasurer.* The Chief Financial Officer of the Company shall keep full and correct account of receipts and disbursements and all transactions involving the Company, shall maintain the financial books and records of the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company, in such banks of deposit as may be designated by the Board of Managers. He shall dispose of funds of the Company as may be ordered by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer, President and the Board of Managers, whenever they may require it of him, an account of all his transactions of, and the financial condition of, the Company. The Chief Financial Officer shall perform such other duties as may be assigned to him from time to time by the Chief Executive Officer, President and Board of Managers. The Treasurer shall also perform such other duties as may be assigned to him from time to time by the Board of Managers. If the Board of Managers chooses not to elect a Treasurer, the Chief Executive Officer or President shall perform the duties of the Treasurer.

viii. *Assistant Treasurer.* The Assistant Treasurer shall, in the absence or disability of the Treasurer, exercise the powers and perform the duties of the Treasurer; and he or they shall perform such other duties as the Board of Managers or the Chief Executive Officer or President may from time to time prescribe.

ix. *Controller.* The Controller, if any, shall maintain the corporate books and records, prepare and monitor the operating budgets, financial plans and construction budgets, determine and pay the Company's tax liability, prepare the Company's insurance reports, and render an accounting of all transactions of, and the financial condition of, the Company. The Controller shall also perform such other duties as the Chief Executive Officer, President and Board of Managers may from time to time prescribe.

x. *Assistant Controller.* At the request of the Controller, or in his absence or inability to act, the Assistant Controller shall perform the duties of the Controller and when so acting shall have all the powers of and be subject to all the restrictions of the Controller. The Assistant Controller shall perform such other duties as the Chief Executive Officer, President, Controller and Board of Managers may from time to time prescribe.

I. Compensation. The salaries of all officers of the Company shall be determined by the Board of Managers.

J. Term of Office, Removal and Vacancies. Any officer elected or appointed by the Board of Managers may be removed at any time by the Board of Managers. Any vacancy occurring in any office of the Company may be filled by the Board of Managers.

4. Tax Treatment. The parties intend that the Company be treated as a “disregarded entity” for federal and state income tax purposes. The Company will not elect to be treated as an association taxable as a corporation under Regulations Section 301.7701-3(c) (or any corresponding applicable provisions of federal, state or local law).

5. Exculpation; Reliance. Neither the Member, a Manager or officer of the Company shall be liable to the Company or to the Member for any action (or omission to act) taken with respect to the Company so long as the Member, Manager or officer (a) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Company, (b) was neither grossly negligent nor engaged in willful malfeasance, (c) did not breach this Agreement in any material respect and, in the case of any executive, did not breach any employment agreement or executive securities agreement in any material respect, and (d) did not violate any material law. The Member and any Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, reports or statements presented to the Company by any of its other Managers, members, officers, employees or committees of the Company, or by any other person as to matters the Member or Manager reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by the Company, including information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence or amount of assets from which distributions to the Member might properly be paid.

6. Liability and Indemnification.

A. The Managers, officers and Member will not be liable, in their capacities as such, for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act will not be grounds for imposing liability on the Manager, officers or Members for liabilities of the Company.

B. The Managers, officers and Member will not be liable to the Company for any act or omission based upon errors in judgment or other fault in connection with the business or affairs of the Company, except for any such liability for losses, claims, damages, liabilities or expenses that a court of competent jurisdiction determines resulted from the fraud or willful violation of law by such Manager, officer or Member, as the case may be.

C. The Company will indemnify and hold harmless the Managers, officers and Member (each, an “Indemnitee”) to the maximum extent permitted by law, from and against any and all losses, claims, damages, liabilities (joint and several), expenses, judgments, fines, settlements, and other amounts (including legal fees and expenses, as such fees and expenses are incurred) arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (i) in which an Indemnitee may be involved, as a party, a threatened party, or otherwise, by reason of his or its participation in the management of the Company’s affairs or rendering of advice or consultation with respect thereto, or being or having been, at the request of the Company, a general partner, member, director, officer, employee, or agent of any partnership, joint venture, limited liability company, corporation, trust, or other entity, or (ii) that relate to the Company, its business, or its affairs. Indemnification under this Section 6C will be permitted whether or not the Indemnitee continues to hold any of the aforementioned positions or continues to act in any of the aforementioned capacities at the time any such liability or expense is paid or incurred.

7. Insurance. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member of the board of managers, director, officer, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

8. Membership Interests. The Member holds 100% of the limited liability company interests in the Company (the "Membership Interest").

9. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, such provision will be deemed severed from the remainder of this Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and will not cause the invalidity or unenforceability of the remainder of this Agreement.

10. Headings. The section and other headings contained in this Agreement are for convenience only and shall not be deemed to limit, characterize or interpret any provisions of this Agreement.

11. Effective Date. This Agreement is effective as of the date first written above.

12. Term. The term of the Company began on the date the Articles were filed and will continue until the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

13. Allocations and Distributions. All items of income and loss of the Company will be allocated to the Member. Distributions will be made to the Member at the times and in the amounts determined by the Member.

14. Assignment. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate or otherwise transfer (including by operation of law) all or any portion of its membership interest in the Company.

15. Conflicts of Interest.

A. The Member will be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company.

B. The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The Member may lend money to and transact business with the Company. The rights and obligations of the Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company will be voidable solely because the Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

16. Admission of Additional Members. The Member may admit one or more additional members to the Company upon such terms as will be set forth in an amendment or restatement of this Agreement.

17. Dissolution.

A. The Company will be dissolved and its affairs wound up, at the election of the Member. Notwithstanding any provision of the Act to the contrary, the Company will continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or any other event that terminates the continued membership of a Member.

B. Upon dissolution, the Company will cease carrying on (as distinguished from the winding up of) the Company's business, but the Company will not then be terminated, but will continue until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the California Secretary of State.

C. The winding up of the Company will be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member will deliver a Certificate of Dissolution to the California Secretary of State for filing. The Certificate of Dissolution will set forth the information required by the Act.

18. Meetings. No annual or regular meetings of the Company are required to be held. However, if such meetings are held, such meetings will be held and conducted pursuant to the Act.

19. Governing Law. The interpretation and enforceability of this Agreement will be governed by, and construed under, the laws of the State of California, all rights and remedies being governed by said laws. To the extent permitted by the Act and other applicable law, the provisions of this Agreement will supersede any contrary provisions of the Act or other applicable law.

20. Rights of Creditors and Third Parties. This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party will have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

21. Entire Agreement: Amendment. This Agreement represents the entire agreement between the Member and the Company and supersedes any prior written or oral agreement respecting the Company. This Agreement only may be amended by the written consent of the Member.

22. References to the Company and Other References. References to the "Company" shall include, in addition to the surviving corporation in a merger, any merging corporation or limited liability company (including any corporation or limited liability company having merged with a merging corporation or limited liability company) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its managers, members of the board of managers, directors, officers and employees or agents, so that any person who was a manager, member of the board of managers, director, officer, employee or agent of such merging corporation or limited liability company, or was serving at the request of such merging corporation or limited liability company, as a manager, member of the board of managers, director, officer, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, shall stand in the same position under the provisions of this Agreement with respect to the surviving corporation or limited liability company as such person would have with respect to such merging corporation or limited liability company, if its separate existence had continued.

23. Certain Definitions. For purposes of this Agreement, each reference to “other enterprise” shall include employee benefit plans; and references to “serving at the request of the Company” shall include any service as a Manager, officer, employee or agent of the Company which imposes duties on, or involves services by such person with respect to an employee benefit plan, its participants, or beneficiaries.

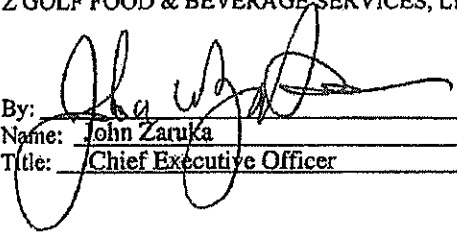
24. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. Terms defined in the current tense shall have a comparable meaning when used in the past or future tense and vice versa. Terms defined as a noun shall have a comparable meaning when used as an adjective, adverb, or verb and vice versa. Whenever the term “include” or “including” is used in this Agreement, it shall mean “including, without limitation” (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. Unless otherwise limited, the words “hereof”, “herein” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision. As used herein, “person” means any individual, partnership, corporation, limited liability company, joint venture, trust, estate, association or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof. Each reference herein to any entity includes any successor thereto.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

COMPANY:

Z GOLF FOOD & BEVERAGE SERVICES, LLC

By: 
Name: John Zaruka
Title: Chief Executive Officer

MEMBER:

WEDGEWOOD INTERMEDIATE HOLDING CORPORATION

By: _____
Name: Erik E. Maurer
Title: Chairman, Vice President and Secretary

*Signature page to the Amended and Restated
Limited Liability Company Operating Agreement
of Z Golf Food & Beverage Services, LLC*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

COMPANY:

Z GOLF FOOD & BEVERAGE SERVICES, LLC

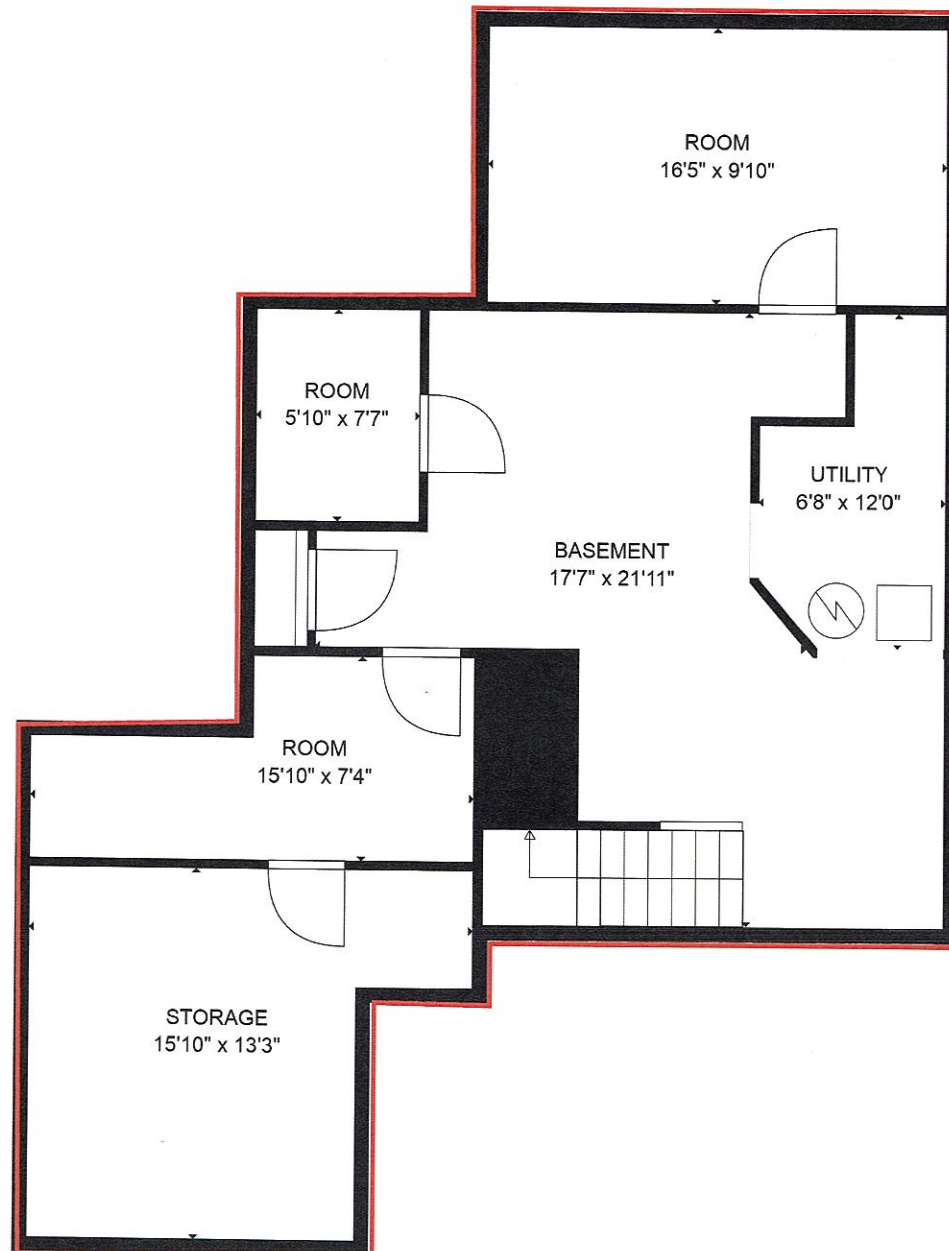
MEMBER:

WEDGEWOOD INTERMEDIATE HOLDING CORPORATION

By: _____
Name: John Zaruka
Title: Chief Executive Officer

By:  _____
Name: Erik E. Maurer
Title: Chairman, Vice President and Secretary

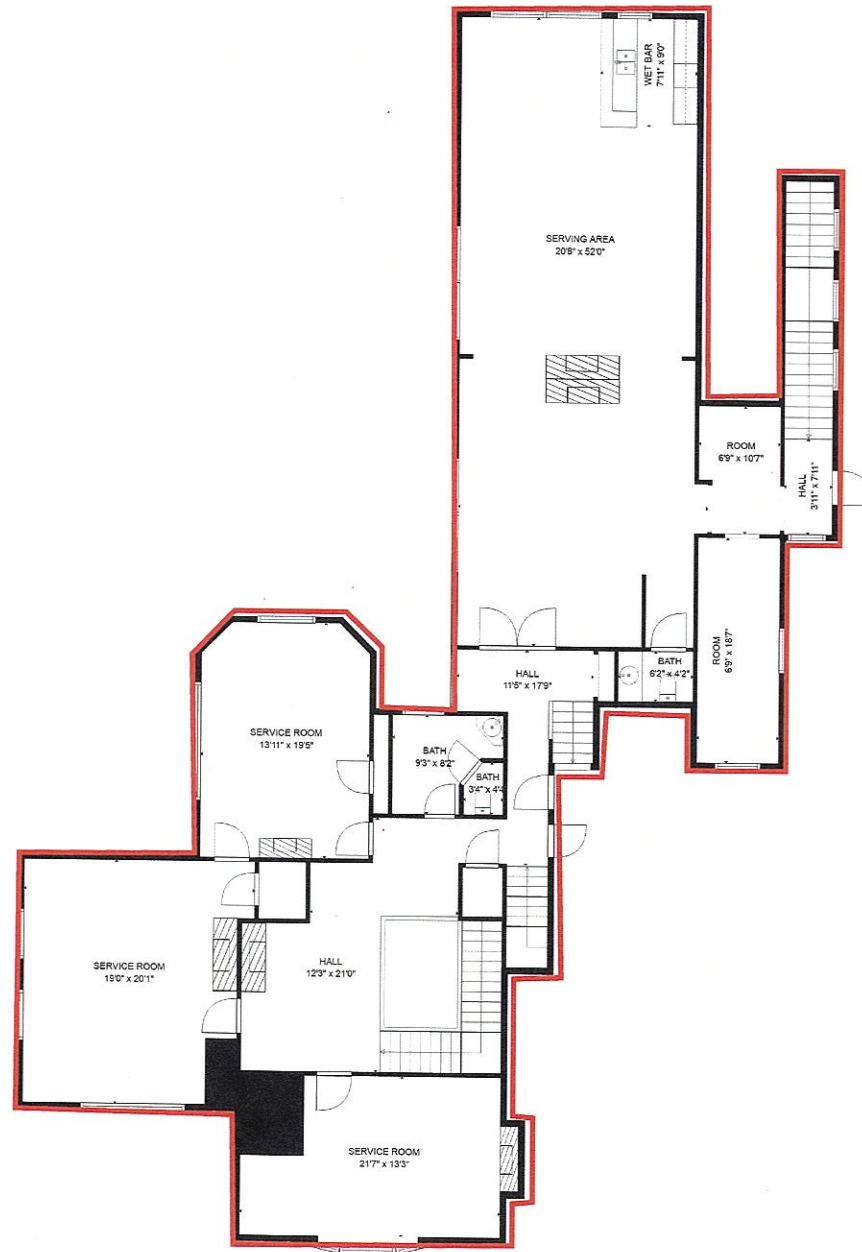
*Signature page to the Amended and Restated
Limited Liability Company Operating Agreement
of Z Golf Food & Beverage Services, LLC*



TOTAL: 13104 sq. ft

BELOW GROUND: 0 sq. ft, FLOOR 2: 10163 sq. ft, FLOOR 3: 2941 sq. ft, FLOOR 4: 0 sq. ft
 EXCLUDED AREAS: STORAGE: 178 sq. ft, ROOM: 770 sq. ft, BASEMENT: 349 sq. ft,
 UTILITY: 64 sq. ft, FIREPLACE: 24 sq. ft, LOW CEILING: 483 sq. ft,
 BAY WINDOW: 8 sq. ft, UNDEFINED: 31 sq. ft, ATTIC: 81 sq. ft

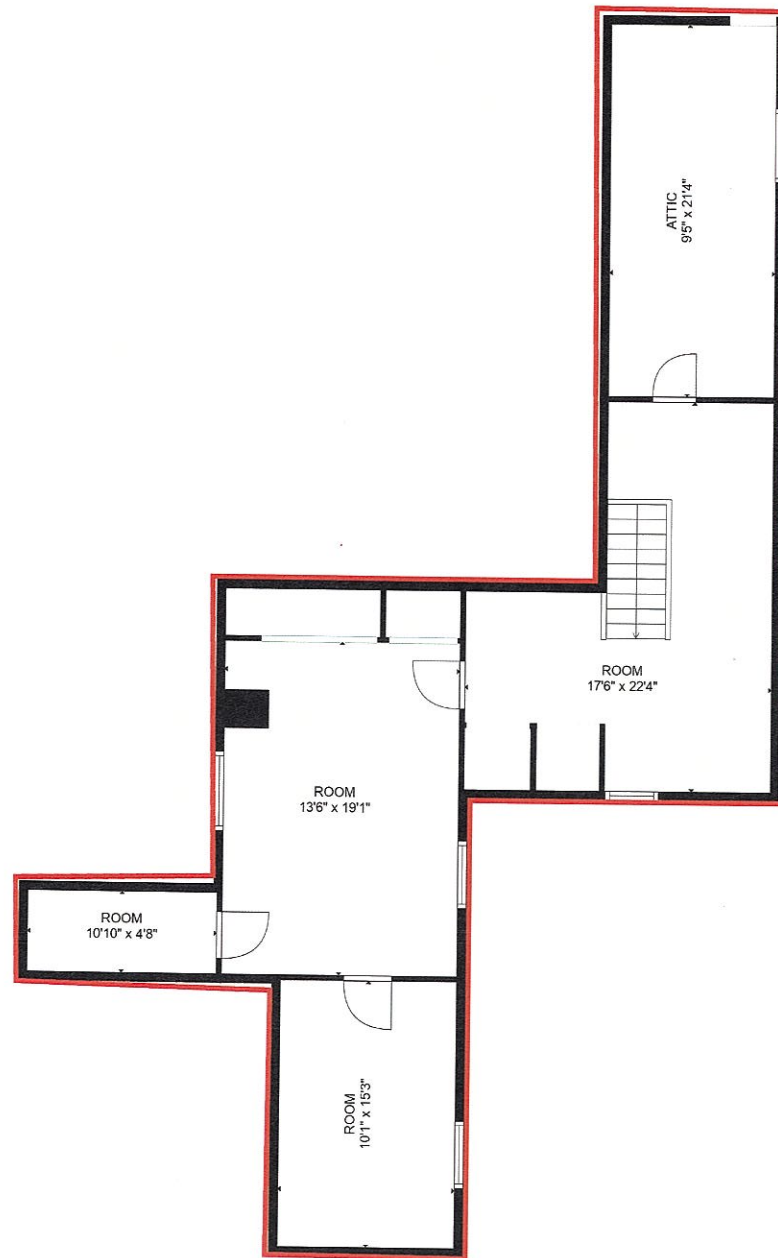
FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



TOTAL: 13104 sq. ft

BELOW GROUND: 0 sq. ft, FLOOR 2: 10163 sq. ft, FLOOR 3: 2941 sq. ft, FLOOR 4: 0 sq. ft
 EXCLUDED AREAS: STORAGE: 178 sq. ft, ROOM: 770 sq. ft, BASEMENT: 349 sq. ft,
 UTILITY: 64 sq. ft, FIREPLACE: 24 sq. ft, LOW CEILING: 483 sq. ft,
 BAY WINDOW: 8 sq. ft, UNDEFINED: 31 sq. ft, ATTIC: 81 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



TOTAL: 13104 sq. ft

BELOW GROUND: 0 sq. ft, FLOOR 2: 10163 sq. ft, FLOOR 3: 2941 sq. ft, FLOOR 4: 0 sq. ft
 EXCLUDED AREAS: STORAGE: 178 sq. ft, ROOM: 770 sq. ft, BASEMENT: 349 sq. ft,
 UTILITY: 64 sq. ft, FIREPLACE: 24 sq. ft, LOW CEILING: 483 sq. ft,
 BAY WINDOW: 8 sq. ft, UNDEFINED: 31 sq. ft, ATTIC: 81 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 24 day of April, 2025 ("Effective Date") by and between 404 Manitou, LLC, a Colorado limited liability company, its successors and assigns ("Lessor"), and Z Golf Food & Beverage Services, LLC, a California limited liability company ("Lessee").

RECITALS

Lessor owns the real property and improvements located at 404 Manitou Avenue, Manitou Springs, Colorado 80629 El Paso County Parcel ID 7404304006 (the "Property"), as shown in Exhibit A (page 1 of 3).

That in consideration of the payment of rents and the keeping and performance of the agreements and covenants by Lessee hereinafter set forth, Lessor, hereby demises and leases unto Lessee the event center building, parking areas and the underling land, as herein shown in Exhibit A located at the Property (collectively, the "Leased Premises"). See Article 30 which describes expected modifications to Leased Premises due to expected Lessor construction work. The portion of the Property which is excluded from the Leased Premises, by Lessor, in accordance with this Lease, is the "Remaining Property".

TO HAVE AND TO HOLD the Leased Premises for a period of one hundred twenty (120) months beginning on the Delivery Date, as herein defined in Article 30, upon the following agreements, covenants and conditions:.

1) RENT

- a) Starting on the date which is Thirty (30) days after the Delivery Date, Lessee covenants and agrees to pay the "base rent" set forth on Exhibit B by the first day of each month plus Additional Rent (as hereinafter defined) during the term of this Lease.
- b) Payment of said rental installments shall be made to 404 Manitou, LLC at 6401 S. Quebec Street, Centennial, CO 80111, or at such other address as Lessor may in writing direct. In the event that the term of this Lease commences on a day other than the first day of a calendar month, Lessee shall then pay, in advance, an additional rental equal to a pro-rata portion of a monthly installment based upon the number of days remaining in that month.
- c) "Additional Rent" shall mean all Maintenance Costs (as hereinafter defined, and including without limit taxes, insurance costs, utility costs, and rental taxes) which are to be paid by the Lessee to Lessor in accordance with this Lease.
- d) All rent payable hereunder is due in advance on or before 12 o'clock noon on the 1st day of each calendar month during the full term hereof. If Lessee shall fail to pay said monthly rental installments on or before five (5) days after the same are due and payable, or if Lessee shall fail to pay when due and payable any other sums payable under the terms of this Lease, then Lessee shall pay \$250.00 plus \$50.00 per day as late fees. In the event Lessee shall make any payments required under the terms of this Lease by a check which is returned unpaid for any reason from Lessee's bank, Lessee shall be liable to Lessor for an additional charge of \$250.00.

It is the intention of Lessee and Lessor that all rents and "Additional Rent", reserved herein shall be an absolute net return to Lessor and that, except as otherwise specifically provided herein, all reasonable costs and expenses that may be paid or incurred by Lessor in operating, managing, equipping, repairing, replacing and maintaining the Leased Premises including, without limitation: sewer & water; trash removal; parking lot repair, sweeping, re-striping, and resurfacing; lighting; exterior repairs, painting and/or staining; gutters and downspouts; general

April 23, 2025

1

maintenance; roof maintenance, repair and replacement; landscaping; or alteration of the building(s); a management fee equal to 15% of the Additional Rent including, without limit the charges and expenses described herein (not including tax assessments as set forth below) to cover Lessor's administrative and overhead costs as further described below as the Management Fee; insurance costs including, without limitation, premiums and commercially reasonable deductibles and similar charges for Lessor's insurance policies; security service; utilities; Capital Expenditures (defined below); any amounts charged by third party maintenance companies for labor and/or materials; property taxes and tax assessments, insurance and janitorial services imposed upon the Leased Premises (collectively the "Maintenance Costs"), shall be borne by Lessee and not by Lessor. See Article 30 which describes expected modifications to Maintenance Costs allocation between Lessor and Lessor due to expected Lessor construction work on the Remaining Property.

- e) Notwithstanding anything to the contrary contained in this Lease, any necessary capital expenditures and capital repairs (as defined using GAAP) to the Leased Premises after the Delivery Date ("Capital Expenditures") shall be reviewed by Lessor and Lessee (both parties acting in good faith and reasonably) and if approved by both parties, shall be paid for by Lessee. In the event that the Capital Expenditure is not approved by Lessee and Lessor, Lessee shall have no obligation to make the Capital Expenditure, provided that this paragraph shall not reduce or diminish Lessee's maintenance and repair obligations under this Lease. In the event there is a Capital Expenditure which has been expressly approved by Lessor, including Lessor's express agreement to reimburse Lessee after the expiration of the term, then the amount of such Capital Expenditure shall be calculated as if amortized over the useful life (as reasonably determined by Lessor using GAAP) of such Capital Expenditures and Lessee shall be responsible for the amortized portion of the Capital Expenditures due during the term, including any Renewal Term (as hereinafter defined), and Lessor shall reimburse Lessee the unamortized portion of such Capital Expenditure for any period after expiration of the term including any exercised Renewal Term (as hereinafter defined), which payment shall be made within thirty (30) days of the expiration of the term including any Renewal Term (as hereinafter defined).
- f) Notwithstanding the foregoing, Lessee shall (a) pay for any new utility connection costs which are not covered under Article 5, and monthly usage and service costs directly to the utility provider and (b) maintain the Leased Premises, at its sole cost, in accordance with this Lease, including, without limitation: sewer, septic, water and HVAC systems (including, without limitation, any and all monitoring and reporting requirements, and repairs and replacement if necessary); trash removal; snow removal; parking lot sweeping, re-striping, and resurfacing; lighting repairs; exterior wall repairing, painting and/or staining; gutters and downspouts; general maintenance; landscaping; security service; utilities; and janitorial services imposed upon or related to the Leased Premises except Capital Expenditures to the extent Lessor has expressly agreed to reimburse Lessee for a portion of any such Capital Expenditure as describe above. Lessee shall perform, or cause to be performed, all maintenance for the Leased Premises, and shall pay for all Maintenance Costs directly. Lessee shall pay 1/12th of the estimate annual Additional Rent (including the Management Fee) monthly. Lessor may make reasonable adjustments to such amount at the end of any calendar month on the basis of previous expenses, anticipated property taxes, and estimated charges. Lessee agrees to pay any shortage on an annual basis within ten (10) business days from receipt of bill and Lessor agrees to reimburse or credit Lessee for any overage on an annual basis within one hundred twenty (120) days after the end of each calendar year. If Lessor performs any or all of such maintenance, Lessor shall provide an annual reconciliation (with Lessor's customary back-up documentation) on or before one hundred twenty (120) days after the end of each calendar year.
- g) Notwithstanding anything to the contrary contained herein, Lessor shall have the right (without any obligation) upon thirty (30) days' prior notice, to perform any or all of such maintenance and to bill Lessee for the costs thereof in accordance with this Lease. As part of the Additional Rent, Lessee shall pay to Lessor an amount equal to fifteen percent (15%) of the charges that Lessor pays or incurs directly

related to the Property, including, without limit, the Additional Rent, which shall be charged to Lessee to cover Lessor's administrative and overhead costs ("Management Fee"). For calendar year 2025, the estimated annual charge for property taxes and tax assessments (estimated to be [REDACTED]/month), plus the Lessor's insurance premiums (estimated to be [REDACTED]/month), plus the Management Fee (15% of the sum of the foregoing, estimated to be [REDACTED]/month), which are to be paid by Lessee to Lessor on a monthly basis, is estimated to be \$ [REDACTED] (sum of all three of the foregoing), and will be subject to the same late fees as rent.

- h) Lessor shall also provide an annual reconciliation of insurance payments and real estate taxes on or before the one hundred twenty (120) days after the end of each calendar year. If Lessee does not agree with Lessor's determination of the Maintenance Costs, taxes or insurance costs based upon either reconciliation, then upon five business days' notice and during normal business hours, at Lessee's sole cost and expense, Lessee shall have the right to inspect Lessor's books, records and accounts solely relating to the foregoing reconciliation, provided the right to inspect or audit shall take place no later than ninety (90) days following the date of the reconciliation. In the event the results of the inspection which are agreed upon by Lessor and Lessee identify any error or discrepancy detected that has led to an overpayment or an underpayment between the parties by more than five percent (5%) thereof will be promptly corrected by an appropriate balancing payment to the underpaid party or a refund by the overpaid party. If Lessor and Lessee fail to agree upon the results of the inspection, the matter shall be submitted to arbitration. The arbitration shall take place in the general metropolitan area where the Leased Premises is located by a panel of three (3) arbitrators, one (1) of whom is an unaffiliated person selected by Lessor, the second is an unaffiliated person selected by Lessee and the third of whom is selected by the two (2) designated arbitrators. Each party shall have fifteen (15) days after the notice of the intent to arbitrate to designate their arbitrator and the arbitrators selected shall have ten (10) days to designate the third arbitrator. A hearing and the resulting decision must take place within forty-five (45) days of the appointment of the third arbitrator. If Lessee was overbilled for the Maintenance Costs, insurance or taxes in each case, by more than ten (10%) percent, then (x) Lessor shall pay the reasonable costs of Lessee's accountant/auditor; and (y) Lessor shall bear the entire cost of any arbitration. If Lessee was not overbilled by more than ten (10%) percent for the Maintenance Costs, insurance or taxes in each case, which Lessee elects to audit hereunder, then Lessee shall pay the reasonable costs of any third-party accountant/auditor that Lessor engaged in connection with such audit, and Lessee shall bear the entire cost of any arbitration. Lessee, any third-party accountant/auditor, and any arbiter shall keep confidential and not make any public announcement or disclose the non-public terms of Lessor's books, records and accounts (including, without limitation, financial terms) and/or any non-public information disclosed to such Lessee by Lessor which Lessor designates as confidential in connection with such disclosure, unless Lessor otherwise consents in writing thereto.
 - i) Subject to Lessee's obligations to maintain, or pay for the maintenance of, the private road described on Exhibit A (page 3 of 3) (the "Private Road"), Additional Rent excludes any owner's association dues and fees.
- 2) SECURITY DEPOSIT Intentionally deleted.
- 3) FAILURE TO GIVE POSSESSION. If Lessor is unable to give Lessee possession of the Leased Premises as herein provided by reason of any cause beyond the control of Lessor, the Lessor shall not be liable in damages to Lessee therefore. During the period Lessor is unable for such reason to give possession, which reason is not caused in any way by Lessee, all rights and remedies of both parties hereunder shall be suspended.. If the Delivery Date does not occur within twelve (12) months from the date hereof, the Lease shall be deemed canceled and neither party shall have any further rights against the other.

4) USE OF PREMISES

- a) Lessee shall occupy and use the Leased Premises solely for a wedding and event center, and for no other purpose. Notwithstanding anything to the contrary in the prior sentence, Lessee may use the Leased Premises for similar uses with Lessor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.
- b) Subject to the prior sentence, Lessee further agrees to conduct no other business on said Leased Premises without the written consent of Lessor. Lessee covenants, and it is the essence of this Lease, that Lessee shall continuously during the term of this Lease, during all usual business hours, occupy, operate the business, and use the Leased Premises for the purposes herein set forth (except during any times when the Leased Premises may be untenable by reason of fire or other casualty).

5) IMPROVEMENTS, ALTERATIONS AND EQUIPMENT

- a) Lessee hereby represents and warranty that it has inspected or will inspect said Leased Premises prior to the Delivery Date and provided that the Lessors Work is substantially complete will accept same for the use and purposes hereof without any warranty of fitness for use. Lessor shall assign all warranties it receives from the Seller and any third party warranties to Lessee prior to the Effective Date. Lessor hereby disclaims any representation or warranty that Lessee's contemplated use is a permitted use under the applicable zoning ordinances. Lessee is responsible for any and all permits, use approvals and any/all government approvals related to the Leased Premises and/or this Lease.
- b) Lessee may finish the interior walls and floors, install partitions and fixtures, make improvements or alterations, only after obtaining the prior written approval thereof from Lessor, which Lessor shall not unreasonably withhold. All such improvements shall be at Lessee's sole expense. Lessee's work shall be completed in a good and workmanlike manner utilizing first rate materials, labor, and design, in accordance with all local, state and federal ordinances and regulations. All such improvements and fixtures, which are attached to the Leased Premises in any manner (including, but not limited to, the floor covering, shelving, fixtures and partitions), shall be and remain a part of the Leased Premises and shall not be removed by Lessee at any time without written consent of the Lessor being first obtained. Any contractor or vendor engaged by Lessee shall be licensed, bonded and insured.
- c) Lessee shall be responsible for providing its own sign and/or window lettering; however, such signs or lettering must be of a size, color and design acceptable to Lessor and Lessor's approval (which shall not be unreasonably withheld or delayed) must first be obtained in writing before any signs are installed or lettering done.
- d) Lessee shall, except as hereinabove provided, promptly pay for any and all improvements, alterations or additions constructed or installed in the Leased Premises at Lessee's instance and shall protect the Leased Premises and shall indemnify and hold Lessor harmless from, and at Lessor's election defend at Lessee's sole cost and using legal counsel reasonably acceptable to Lessor, any and all mechanics' or other liens arising therefrom, including reasonable attorney's fees and court costs which Lessor may incur in connection with any such mechanics' lien filed against the Leased Premises it being understood and agreed that the right of the Lessee, or any person claiming through or under Lessee, to charge any mechanic, material man's or other liens for labor or material upon or against Lessor's interest in the Leased Premises is hereby expressly denied.
- e) If any such lien shall, at any time, be filed as aforesaid, Lessee shall, within five (5) days after the filing of written notice to Lessee thereof, cause such lien to be discharged of record by payment, bond, order

of a court of competent jurisdiction, or otherwise. In the event of Lessee's failure to discharge any such lien within the aforesaid period, Lessor may remove said lien by paying the full amount thereof or by bonding or in any other manner Lessor deems appropriate, without investigating the validity thereof, and Lessee, upon demand, shall pay Lessor the amount so paid out by Lessor in connection with the discharge of said lien, together with expenses incurred in connection therewith, including attorneys' fees.

- f) Lessee shall not create or suffer to be created, a security interest or other lien against any improvements, additions, or other construction made by Lessee in or to the Leased Premises or against any equipment or fixtures installed by Lessee therein (other than the fixtures and other personal property which Lessee is entitled to remove from the Leased Premises, as set forth elsewhere in this Lease), and should any security interest be created in breach of the foregoing. Lessor shall be entitled to discharge of the same by exercising the rights and remedies afforded under the paragraph immediately above.

6) REPAIRS AND MAINTENANCE

- a) Subject to the terms and provisions of Article 1, Lessee shall maintain or cause to be maintained each and every part of the Leased Premises including but not limited to the interior walls, ceiling and floor, plumbing system and fixtures, electrical system and fixtures (including bulbs and ballasts), all windows, window glass and interior doors; the exterior of the Leased Premises including but not limited to the roof system, exterior doors, repairing, painting and/or staining the exterior walls, the gutters and downspouts, all sidewalks, landscaping, parking areas, all in good condition and repair, with the work performed in a quality and workmanlike manner. Subject to the terms and provisions of Article 1, Lessee shall be responsible for the repair and/or replacement of the Heating, Ventilation and Air Conditioning equipment ("HVAC") servicing the Leased Premises. At all times during the term of this Lease, Lessee shall secure, pay for and maintain a maintenance contract with a licensed HVAC contractor for quarterly, or semi-annually as reasonably determined by Lessee, maintenance on the HVAC system and shall forward to Lessor a copy of such contract for Lessor's records. In the event Lessee fails to supply Lessor with such documentation, Lessor may contract for such maintenance and charge to Lessee the cost either directly or in the Maintenance Costs for said maintenance (plus the Management Fee). Lessee's responsibility to maintain the Leased Premises shall also include the structural integrity of all buildings which are part of the Leased Premises including foundations and the roof of the buildings which are part of the Leased Premises. Lessee shall be responsible to Lessor for all out-of-pocket expenses incurred by Lessor as a result of fire, damage or other casualty (collectively 'waste') to the property which waste is caused by Lessee or Lessee's equipment or signage unless such is covered by Lessor's insurance. Lessee shall be liable for and shall reimburse the Lessor for the cost of any repairs necessitated by the acts or omissions of Lessee, his agents, employees or invitees unless such is covered by Lessor's insurance. The cost of Capital Expenditures shall be reimbursed by Lessor in accordance with Article 1.
- b) If Lessee refuses or neglects to repair or maintain the Leased Premises to the reasonable satisfaction of Lessor as required hereunder, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's business by reason thereof, and upon completion thereof Lessee shall pay Lessor's costs for making such repair upon presentation of a bill thereof.
- c) Upon the termination of this Lease, Lessee shall remove all signage and surrender the Leased Premises to Lessor in a broom clean condition, with the HVAC system in good operating condition and repair, and all light bulbs and ballasts in working order. Lessee shall further repair any and all damage to the Leased Premises resulting from Lessee's removal of signage and/or other trade fixtures.

- 7) **UTILITIES.** Lessee shall promptly pay all proper charges for water, sewer, trash service, propane, gas and electrical services, and all other utilities provided to the Leased Premises (which may or may not be separately metered, and which may be publicly or privately provided), directly to the applicable service provider. Lessor does not make any representations or warranties as to the availability of utility services at or to the Leased Premises.
- 8) **INSURANCE**
- a) Lessor agrees to retain and maintain throughout the term hereof:
- i) Property damage insurance providing for damage to the Leased Premises in amounts of not less than 90% of the replacement value of the Leased Premises.
- b) Lessee agrees to retain and maintain throughout the term hereof:
- i) Comprehensive General Liability Insurance, providing coverage for:
- (1) Personal injuries, death or property damage upon or arising from the Leased Premises and/or the Lessee's operations, in amounts of not less than [REDACTED] per occurrence, [REDACTED] in the aggregate and replacement costs of property damage, which policy shall contain a waiver of subrogation in favor of Lessor.
- ii) Property, Business and/or All Risks Insurance, providing coverage for:
- (1) Property Damage, covering all tenant improvement work, betterments, and/or improvements made by Lessee to the Leased Premises, valued at replacement cost, and replacement costs for property damage, and damage, destruction, and/or loss of Lessee's personal property located on or about the Leased Premises.
- (2) Business interruptions and loss of income.
- (3) Damage to the Leased Premises, Lessee's personal property, and improvements made by Lessee to the Leased Premises from malicious mischief and unlawful entry and break-in.
- iii) Workers' Compensation Insurance as required by law, with coverage limits in the amount required by law, and Employer's Liability Insurance with limits of [REDACTED], each of which shall contain a waiver of subrogation in favor of Lessor.
- iv) Auto Liability Insurance, providing coverage for:
- (1) All of Lessee's vehicles, including vehicles owned and operated by Lessee's employees and agents to the extent used in the course of their employment, entering on or about the Leased Premises and/or adjacent or nearby areas, covering for bodily injury and property damage to third parties and property damage to Lessor's property.
- (2) [REDACTED] combined single limit.
- c) Lessee shall pay the premiums for such policies, under which Lessor shall be named as additional insured and as loss payee with regards to all improvements to the Leased Premises, and (prior to Lessee entering upon or about the Leased Premises and throughout the term of this Lease upon renewal of each policy) electronic copies of certificates of the insurance required hereunder shall be sent to Lessor by Lessee via electronic email delivery to: TEBOCOI@DOCUTRAX.COM, or otherwise provided to Lessor pursuant to Lessor's request to Lessee. Lessor reserves the right to reasonably revise the amount of insurance Lessee is required to carry as part of Lessee's obligations herein. Lessee shall pay the cost for any additional coverage. All policies shall be primary and non-contributory to Lessor's insurance policies, and any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. All policies shall be taken out with insurers rated A – IX or higher and licensed to do business in the state

where the Leased Premises is located. All policies shall require that at least thirty (30) days prior written notice be delivered to Lessor by the insurer prior to termination, cancellation, or material change in such insurance.

- d) Lessee acknowledges that it is solely responsible for obtaining insurance coverage for business interruptions and insurance coverage for its personal property, including, without limit, equipment, furniture and inventory. Lessee further acknowledges that Lessor has no obligation to reimburse Lessee for any business interruption, loss of business, and/or damage to any personal property, including, without limit, any damage due to water, sewer or plumbing leaks.
- e) Lessee shall maintain throughout the term hereof, Dram or Liquor Insurance in amounts of not less than \$ [REDACTED] per occurrence and [REDACTED] in the aggregate. Lessee shall pay the premiums for such policy, under which Lessor shall be named as additional insured, and electronic copies of certificates of Lessee's Dram or Liquor insurance shall be sent to Lessor by Lessee via electronic email delivery to: TEBOCOI@DOCUTRAX.COM, or otherwise provided to Lessor pursuant to Lessor's notice to Lessee. All policies shall be taken out with insurers acceptable to Lessor. Further, all policies shall require that at least thirty (30) days prior written notice be delivered to Lessor by the insurer prior to termination, cancellation, or material change in such insurance.
- f) Lessor, its agents and employees, make no representation that the limits of liability specified to be carried by Lessee pursuant to this Article are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is inadequate, Lessee will obtain, at Lessee's sole expense, such additional insurance coverage as Lessee deems adequate.
- g) Without Lessor's prior written consent, Lessee shall not carry any stock of goods or do anything in or about or adjacent to or nearby the Leased Premises which would in any way tend to increase the Lessor's insurance premiums or invalidate any policy on the Leased Premises. If Lessor shall consent to such use, Lessee agrees to pay directly to Lessor, any and all increase in premiums for insurance resulting from the business carried on by Lessee. If Lessee installs any electrical equipment that overloads the power lines on the Leased Premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and insurance rating bureaus and governmental authorities having jurisdiction.
- h) Lessee hereby releases Lessor and Lessor's officers, partners, members, agents, representatives, and employees from any claim for damage to the Leased Premises, improvements therein, or Lessee's equipment or other Lessee personal property therein, and business interruptions and loss of income, that is caused by or results from any risk which is either (a) insured against under any insurance policy carried by Lessee or (b) would be insured against under any insurance policy required by this Lease to be carried by Lessee. Lessee shall cause each insurance policy obtained by it to provide that the carrier waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by the policy.
- i) Lessor and Lessee hereby agree that insurance is material to this Lease and Lessee's failure to provide and maintain the required insurance coverage as set forth herein, shall constitute a material default of the Lease which entitles Lessor to undertake all remedies available under law, including, without limit, eviction.

9) PROPERTY TAXES

- a) Lessor shall remit all taxes levied against the real property and improvements of which the Leased Premises are a part and Lessee shall reimburse said taxes as Additional Rent as set forth in Article 1 on

a monthly basis. Lessor shall make commercially reasonable efforts to pay any special assessments in reasonable installments, and Lessee's obligation to reimburse Lessor shall be limited to those installments which are due during the term of the Lease (subject to equitable proration by Lessor for partial years or partial months). Lessee shall be liable for all taxes levied against the Existing Personal Property and against personal property and trade fixtures placed by the Lessee in the Leased Premises. If any such taxes for which the Lessee is liable are levied against Lessor or Lessor's property and if Lessor elects to pay the same or if assessed value of Lessor's property is increased by inclusion of personal property and trade fixtures placed by Lessee in the Leased Premises and Lessor elects to pay the taxes on such increase, Lessee shall pay to the Lessor upon demand that part of such taxes for which Lessee is primarily liable hereunder.

10) INDEMNITY

- a) Lessee shall indemnify, defend and save Lessor harmless for each and every loss, cost, damage, expense (including reasonable attorneys' fees and court costs) or claim arising out of any default or breach of this Lease by Lessee or any accident or other occurrence causing injury to any person or property and due directly or indirectly to the condition of said Leased Premises and/or the Paired Residence or to the use or neglect of the Leased Premises and/or the Paid Residence, and of the use of the Private Road by the Lessee, or any person or persons holding under the Lessee, or its employees, agents, servants, customers, visitors, or other invitees, unless said accident or other occurrence is due directly and exclusively to the willful act or gross negligence of Lessor. Lessee further shall keep and save Lessor and the Leased Premises, Private Road and Paired Residence harmless and free from any penalty, damage or charge imposed for violation of any and all covenants, association rules, laws or ordinances whether occasioned by the act, omissions, or neglect of the Lessee or of others holding under or through the Lessee.
- b) Lessor shall indemnify, defend and save Lessee harmless for each and every loss, cost, damage, expense (including reasonable attorneys' fees and court costs) or claim arising directly and exclusively out of any material default or breach of this Lease by Lessor (after notice from Lessee and a failure of Lessor to cure) or any accident or other occurrence causing injury to any person or property which occurs on the Property and which is directly and exclusively caused by gross negligence or willful misconduct of Lessor or its agents, employees or contractors unless said accident or other occurrence is due to any omission, act or negligence of Lessee

11) OTHER COVENANTS BY LESSEE/ Lessee further covenants and agrees:

- a) To surrender and deliver up the Leased Premises, at the expiration of the Lease, in as good order and condition as when the same were entered upon by the Lessee, loss by fire or other casualty and ordinary wear and tear excepted.
- b) Not to commit any waste on or about the Leased Premises, permit or suffer to be permitted any waste about the Leased Premises, including but not limited to, abuse, neglect, mistreatment, damage or destruction to the Leased Premises.
- c) To keep the Leased Premises, including, without limitation, any sidewalks directly in front of and extending to the curb of said Leased Premises and all parking areas, in clean and sanitary condition and free from litter, snow, ice, dirt and debris and said sidewalk from obstructions. Lessee shall not display or keep merchandise or other articles on the sidewalks or in doorways of the Leased Premises.
- d) Not to conduct any auction sale on the Leased Premises nor use electrical equipment, other than that ordinary and necessary for the conduct of the Lessee's business.
- e) Not to violate any code or regulation of local, state, or federal authority. In the event there are noise complaints or similar complaints, Lessee will deal with such complaints which may include, without limitation, talking with neighbors, responding to the County, repositioning the sound system or hiring a sound engineer.
- f) Not to hold or attempt to hold the Lessor liable for (i) any injury or damage, either proximate or remote, occurring through or caused by any construction, repairs or alterations, injury or accident at or to the Leased Premises or (ii) for any injury or damage occasioned by defective wiring or the breakage or stoppage of plumbing or sewage upon the said Leased Premises, or upon adjacent premises, whether said breakage or stoppage results from freezing or otherwise.
- g) Not to permit or suffer the Leased Premises, or the walls or the floors thereof, to be endangered by overloading.
- h) Not to permit the Leased Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- i) To permit Lessor to place a "For Rent" sign upon said Leased Premises at any time after ninety (90) days before the end of this Lease, it being understood that Lessor may at any reasonable hour of the day enter into or upon and go through and view and inspect said Leased Premises during such 90 day period.
- j) Not to keep any animal on or about the Leased Premises except service animals.
- k) To keep the Leased Premises heated at all times to a temperature sufficiently high to prevent freezing of water pipes and fixtures in the Leased Premises.
- l) Not to allow any accumulation of trash or debris on the Leased Premises or within any portion of the improvements of which the Leased Premises are a part.
- m) Not to store any material outside of the Leased Premises if disapproved by the Lessor in writing.
- n) To empty any trash container at or on the Leased Premises on a regular basis.
- o) Not to use said Leased Premises for any purposes prohibited by the laws of the United States, the State of Colorado, or applicable ordinances of any governmental authority having jurisdiction over the Leased Premises; nor for any improper or questionable purposes whatsoever.
- p) Not to violate, or allow any vendor, agent, guest or other party on the Leased Premises to violate, any applicable noise ordinance.

12) FIRE AND OTHER CASUALTY

- a) If, during the term of this Lease, the said Leased Premises shall be so damaged by fire or other casualty, not arising from the fault or negligence of the Lessee or those in its employ, that the said Leased Premises shall thereby be rendered unfit for use or occupancy and the Lease is not terminated, then the base rent herein reserved, or a just and proportionate share thereof, according to the nature and extent of the damage which has been sustained, shall be abated until said Leased Premises shall have been duly repaired and restored. If damage shall not be substantial, Lessor shall proceed to repair the same with reasonable diligence to substantially the same condition as existed prior to the casualty.

- b) In case the Leased Premises or any part of the building of which the same are a part shall be substantially damaged, Lessor shall have the right to either repair or restore the Leased Premises and either Lessee or Lessor may cancel this Lease and end the term thereof, and in case of such cancellation, the base rent and Additional Rent any other monies due and owing to the Lessor shall be paid by the Lessee to the date Lessee vacates said Leased Premises, and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate. Substantial Damage shall be defined as damage equal to more than thirty percent (30%) of the replacement cost.

13) ASSIGNMENT AND SUBLETTING

- a) Lessee shall not sublet said Leased Premises or any part thereof, nor assign this Lease without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Lessee shall not permit any transfer by operation of law of Lessee's interest in said Leased Premises, not permit the Leased Premises to be abandoned for any period of time during the term of this Lease. Lessee shall remain liable for all of the terms hereunder notwithstanding any such consented to assignment or sublease. For the purposes of this paragraph, an assignment of a majority ownership interest in Lessee shall be deemed an assignment of this Lease which assignment is subject to Lessor's prior written consent, provided that such consent shall not be unreasonably withheld, conditioned or delayed.
- b) Lessee shall pay a processing fee in the amount of One Thousand Five Hundred and 00/100 Dollars (██████) to Lessor at the time of all requests by Lessee for assignment or sublease of Lessee's interest in this Lease.

14) ATTACHMENT, EXECUTION OR BANKRUPTCY. If this Lease or any interest herein shall be levied upon, either by attachment which shall be allowed to remain thereon for a period of twenty (20) days, or by execution or any legal proceedings against Lessee or his successors or assigns, or if Lessee or his successors shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt or insolvent debtor under any provision of law, federal, or state, or if the same or any interest therein shall in any manner be taken, or the occupation of said Leased Premises charged or interfered with by any legal proceedings whatsoever, the Lease shall immediately terminate at the option of the Lessor and if the Lessor so terminates, the building and improvements herein described shall immediately revert to and vest in the Lessor, and any rentals paid in advance and any deposit shall be retained by the Lessor as damages without limiting the right of the Lessor to further damages.

15) RIGHTS RESERVED TO THE LESSOR

- a) This Lease and the Lessee's rights under this Lease are subject and subordinate to any future mortgage, deed of trust or other lien, encumbrance or indenture, together with any renewals, extensions, modifications consolidations, replacements of them (each a "Superior Lien"), that now or any time affects the Leased Premises or any interest of Lessor in the Leased Premises or Lessor's interest in the Lease and the estate created by this Lease (except to the extent that the recorded instrument evidencing the Superior Lien expressly provides that the Lease is superior to the Superior Lien), provided, however, (a) Lessee will execute, acknowledge and deliver to Lessor at any time and from time to time upon request by Lessor documents reasonably requested by Lessor or any mortgagee or any holder of a deed of trust or other instrument described in this paragraph to confirm or effect the subordination along with customary non-disturbance provisions, as the lender may request as set forth below and (b) Lessor will make commercially reasonable efforts to obtain customary non-disturbance provisions, as Lessee shall reasonably request. If Lessee does not execute acknowledge and deliver the requested documents within

ten (10) days of the request therefore Lessor, its successor or assigns shall be entitled to execute, acknowledge and deliver those documents on behalf of Lessee as its attorney-in-fact.

- b) Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the Leased Premises, at the request and election of such mortgagee or purchaser at foreclosure, attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as the Lessor under this Lease.
- c) If a dispute arises relating to this Lease, and is not resolved, then prior the initiation of any law suit or the filing of any complaint, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within sixty (60) calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address.

16) DEFAULT AND ACCELERATION

- a) Subject to Colorado laws, it is understood and agreed by and between the parties hereto that if the rent above reserved or any part thereof shall be in arrears for a period of ten (10) days after the same becomes due, or if default shall be made in any of the covenants and agreements herein contained to be kept by Lessee other than the payment of rent or other sums to be paid by Lessee under the Lease and Lessee fails to cure the same after ten (10) days written notice by Lessor, Lessor at its option and with or without notice (Lessee's right to notice being expressly waived), may declare Lessee's right of possession ended and enter into said Leased Premises or any part thereof, either with or without process of law, to expel, remove and put out said Lessee or any person or persons occupying the same, using such force as may be necessary in so doing, and to repossess said Leased Premises: it being further agreed that in case the Leased Premises are left vacant, or if Lessee's right to possession is terminated, as aforesaid, then and in addition to all other remedies which Lessor may have, Lessor may, without in any way being obligated to do so, and without terminating the Lease, retake possession of said Leased Premises and rent the same for such terms as Lessor may deem best, making such charges for the account of the Lessee, and Lessee shall satisfy and pay monthly any deficiency including the reasonable expense of such reletting charges, repairs, alterations and remodeling as may be reasonably necessary to relet said Leased Premises. No such re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee. Notwithstanding the foregoing, in the event of a non-monetary default, provided that Lessee is diligently pursuing a cure, the ten (10) day cure period shall be extended, further provided that such cure period shall in no event exceed sixty (60) days.
- b) It is understood and agreed to between the parties hereto, that if Lessee fails to pay any monthly rental installment or breaches any covenant in this Lease, Lessor or its assigns may also at its option, elect to do the following: Subject to Colorado law and any duty of Lessor to mitigate its damages, if Lessee shall fail to pay any month's installment of rent for a period of ten (10) days after it becomes due and payable, then all installments of rent for the whole term of this Lease minus the fair market rental value of the Leased Premises for the whole term of this Lease agreement (discounted to present value), plus reasonable estimated costs to relet, shall at the option of Lessor or its assigns, become due and payable upon demand, without notice.

- c) No assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be taken to be a waiver of any succeeding or other breach. The various rights, remedies, powers, options and elections of Lessor reserved, expressed, or contained in this Lease are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, powers, options or elections as are now or may hereafter be available to Lessor at law or in equity.
- 17) **LEGAL COSTS AND EXPENSES.** In the event of any controversy claim or dispute between the parties hereto arising out of or relating to this agreement or breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs.
- 18) **ESTOPPEL CERTIFICATE.** Within ten (10) days after request therefore by Lessor, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Lessor, Lessee hereby agrees to deliver an estoppel certificate in recordable form to any proposed mortgagee or purchaser, or the Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee, and certifying to such as may be reasonably requested by Lessor or any proposed mortgagee or purchaser. If Lessor submits a completed estoppel certificate to Lessee, and if Lessee fails to object to its contents within ten (10) days after receipt of the completed estoppel certificate, the matters stated in the estoppel certificate will conclusively be deemed to be correct.
- 19) **NOTICE.** Whenever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at their respective addresses, or at any such other addresses as they have theretofore specified by written notice delivered in accordance herewith. Upon receipt of written notification from Lessor of the name and mailing address of Lessor's mortgagee, Lessee agrees to provide notice to said mortgagee of any default or alleged of Lessor under this Lease.
- 20) **HOLDING OVER.** If, after the expiration of the term of this Lease, Lessee shall remain in possession of the Leased Premises and continue to pay rent without any express written agreement with Lessor as to such holding over, then such holding over shall be deemed and taken to be a holding over upon a tenancy from month to month at a monthly rental equivalent to one hundred twenty-five percent (125%) of the latest rental hereinabove set forth, such payments to be made as hereinbefore provided. In the event of such a holding over, all the terms of the Lease as herein set out are to remain in full force and effect on said month to month basis. The month to month tenancy may be terminated by either Lessor or Lessee by providing written notice to the other party at least thirty (30) days prior to the last day of the month which is intended to be the last month of said tenancy.
- 21) **EFFECT.** This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives. It is agreed that paragraph headings herein are for convenience only and do not define or limit the rights and obligations of the parties.
- 22) **CONDEMNATION OF LEASED PREMISES**
- a) If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, all rentals shall be paid up to that date, and Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this Lease.

- b) If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event such partial taking or condemnation shall render the Leased Premises materially unsuitable for the business of the Lessee, in the Lessee's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this Lease, and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Lessee this Lease shall continue in full force and effect without any reduction or abatement of rent.
 - c) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation. Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof. Although all of such damages awarded in the event of any condemnation are to belong to the Lessor, whether such damages are awarded as compensation for diminution in value of the Leasehold or to the fee of the Leased Premises. Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's furniture, fixtures, Leasehold improvements and equipment.
- 23) **ACCORD AND SATISFACTION.** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord or satisfaction. Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.
- 24) **LIEN OF LESSOR.** Lessor waives any statutory lien it may have on Lessee's furniture, fixtures, equipment and other property.
- 25) **HAZARDOUS MATERIALS**
- a) Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, or used in or about the Leased Premises, by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor (which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business and will be used, kept, stored and disposed of by Lessee in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises, and such storage will not create an undue risk to other parties. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material is detected on the Leased Premises, or if contamination of the Leased Premises, by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, the obligation to reimburse Lessor for costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in, on, or about

the Leased Premises, or in the soil or ground water on or under the Leased Premises introduced during the term of the Lease by any party other than Lessor. Without limiting the foregoing, if the presence of any Hazardous Material in, on or about the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises or exposes Lessor to any liability therefore and such actions are undertaken in accordance with all applicable laws, rules and regulations and accepted industry practices. Lessor hereby indemnifies and agrees to defend and hold harmless Lessee and its affiliates from and against any environmental condition that exists on or before the Effective Date.

- b) The term "Hazardous Materials", when it appears in this Lease, is used in the broadest sense and shall mean oil, any petroleum based product or derivative (and any fraction thereof), any petroleum additive, pesticides, paints, solvents, polychlorinated biphenyls, lead, cyanide, DDT, acids, bases, ammonium compounds, ethylene glycol, antifreeze, asbestos (in any form), chemicals, pollutants, contaminants, irritants, wastes or any substance or material defined or designated as hazardous, toxic, regulated, or other similar term, by any Hazardous Materials Laws.
- c) The term "Hazardous Materials Laws", when it appears in this Agreement, means any federal, state or local environmental statute, regulation, ordinance or policy presently in effect or which may be promulgated in the future, as they may be amended from time to time, which are applicable to the Leased Premises.

26) **GOVERNING LAW; SEVERABILITY.** This Lease shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Lease conflicts with the law, such conflict shall not affect other provisions of this Lease which can be given effect without the conflicting provision, and to this end, the provisions of the Lease are declared severable.

27) **VENUE.** Venue for all legal claims regarding this matter shall be the County of Boulder, Colorado.

28) **MISCELLANEOUS**

- a) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include the other gender.
- b) One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- c) Whenever a period of time is herein prescribed for action to be taken by Lessor or Lessee, not including, and specifically excluding, any monetary obligation and/or any period of time related to any payment of base rent, Additional Rent or any other amount due under this Lease, neither Lessor nor Lessee shall be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strike, riots, acts of God, shortages of labor or materials, pandemics, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Lessor or Lessee.

- d) Lessee warrants the accuracy of the credit and personal history information supplied to Lessor for review of Lessee's qualification for entering into this Lease.

29) **ENTIRE AGREEMENT.** The Recitals are incorporated into and form a part of this Lease. This Lease, the exhibits, schedules, attachments and addenda, if any, constitute the entire agreement between the parties and may be amended, modified or supplemented only by subsequent written agreement signed by the parties. This Lease supersedes any previous oral representations, negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto all of which are merged into this Lease and none of which shall be used to interpret or construe this Lease.

30) **ADDITIONAL PROVISIONS**

- a) Subject only to Lessor's work listed on Exhibit D ("Lessor's Work"), Lessee acknowledges the condition of the Leased Premises and accepts it in an as-is condition, including all equipment that may be in or serving the Leased Premises.
- b) Lessee acknowledges that the water and sewer systems that serve the Leased Premises shall be maintained by Lessee, at Lessee's cost, including, without limitation, all required city, state and county monitoring and reporting. Lessee shall cause its monitoring and reporting contractor to provide copies of all notices and reports to Lessor.
- c) The "Delivery Date" shall be the earlier of (a) the date upon which Lessor substantially completes the Lessor's Work, as evidenced by a certificate of occupancy, temporary certificate of occupancy, or the local equivalent, or (b) the date on which Lessee opens for business in the Leased Premises. Without creating any liability or obligation, Lessor and Lessee acknowledge that the Delivery Date is estimated to be the date which is approximately five (5) months after the Effective Date.
- d) **Property Taxes:**
 - i) Notwithstanding anything to the contrary herein, Lessee's obligation to reimburse Lessor for property taxes shall be capped at [REDACTED] for the twelve (12) month period starting on the Delivery Date. If said period includes a portion of two (2) tax years, then Lessor will reasonably and in good faith calculate the property taxes for such twelve (12) month period. Thereafter Lessor and Lessee agree that there are no caps on Lessee's obligation to pay for property taxes.
 - ii) Lessee shall pay property taxes for the Leased Premises, provided that Lessee and Lessor acknowledge that the definition of the Leased Premises is expected to change during the term of the Lease. Upon subdivision due to Lessor's residential construction project, the residential lots will be separate tax parcels.
 - iii) Prior to Lessor's subdivision of the Leased Premises (for Lessor's construction purposes), Lessee shall reimburse Lessor for property taxes assessed against (a) all buildings on the Initial Leased Premises (as herein defined) and all of Lessee's improvements plus (b) Fifty percent (50%) of the land that comprises the Initial Leased Premises (meaning all of Lessor's property).
 - iv) After the earlier of Lessor's subdivision of the Leased Premises (for Lessor's construction purposes), or Lessor starting commencement of any construction for Lessor's residential project, Lessee shall reimburse Lessor for property taxes assessed against (a) all buildings on the Final Leased Premises (as herein defined) and all of Lessee's improvements plus (b) One Hundred percent (100%) of the land that comprises the Final Leased Premises (meaning only that portion of the Lessor's property that is leased to Lessee).

e) Leased Premises: Lessee hereby acknowledges and agrees that:

- i) Lessor has the right, at its sole discretion, to construct and shall bear all costs and expenses for the construction and development of roads, buildings, up to nine (9) residences, infrastructure, amenities and related projects on the Remaining Property. Lessee will reasonably cooperate with Lessor related to construction. As part of the construction, Lessor will have the right to access and utilize the Leased Premises, provided that such access shall be subject to providing reasonable advance notice to Lessee and provided that such access is temporary and reasonably required for Lessor's residential construction project.
- ii) As of the Effective Date, the Leased Premises is as described in Exhibit A (page 1 of 3) as the "Initial Leased Premises", meaning all of the Property.
- iii) The definition of the Leased Premises will change, as described below, on the earlier of (a) the initial Leased Premises being subdivided into two or more tax parcels or (b) Lessor's exclusive occupancy or any significant portion of the initial Leased Premises for grading and/or construction purposes.
- iv) Upon any change to the size and configuration of the Leased Premises, Lessor and Lessee will amend this Lease accordingly to adjust the size and layout of the Leased Premises, to reflect the Final Leased Premises, which estimated Final Leased Premises is depicted on Exhibit A (page 2 of 3) attached hereto, for reference only and subject to reasonable adjustment.
- v) Lessor shall have the right to create an owner's association which may or may not include the Leased Premises, at Lessor's discretion. To the extent that any owner's association provides services to the Leased Premises, or to the extent that the Leased Premises is included in an owner's association, Lessee will pay, directly to the owner's association, all applicable deposits, dues, assessments and fees. The owner's association will not provide services to the Leased Premises without Lessee's prior written consent. The owner's association's declaration and similar documents shall disclose the Lessee's allowed use, including, without limitation, disclosures related to events, noise, and pets.
- vi) Subject to the following paragraph, regardless of whether an owners association is created, in the event that the Leased Premises is subdivided and Lessor occupies a part of what was the Leased Premises and the Leased Premises is modified, then Lessee shall pay to Lessor (or at Lessor's discretion to the owner's association) an equitable share of the operating expenses related to the Private Road, easements, common areas, landscaping and all other elements of the property that is the Leased Premises as of the Effective Date. Operating expenses shall include, without limitation, reasonable insurance premiums. "Equitable share" shall be agreed to by Lessor and Lessee based on building sizes, property sizes, and traffic and use, in good faith.
- vii) Notwithstanding anything to the contrary herein, Lessor shall provide maintenance, repairs, replacement and snow removal for the Private Road to be installed on the Premises by Lessor (if any). Lessor may delegate those obligations to the owner's association. Lessee agrees to reimburse Lessor (or the association, at Lessor's discretion) for reasonable costs related thereto upon receipt of invoices from Lessor (or the association, at Lessor's discretion). Lessor's maintenance, repairs, replacement and snow removal costs and invoices will, at all times, be commercially reasonable.

f) Remodel of the Leased Premises:

- i) Lessor will perform remodeling work at the Leased Premises, at Lessor's sole cost, as described in the Work Letter attached hereto as Exhibit D.
- ii) Lessor's obligation for perform any work at the Leased Premises is limited to that work described in the Work Letter.
- iii) Other than the Lessor's Work obligation described herein, Lessee shall perform any and all work on the Leased Premises, which is necessary or desirable for Lessee's operations, at Lessee's sole cost. See Exhibit F.
- iv) Lessee will contract with Ozpodzz Construction, LLC ("General Contractor"), pursuant to a separate

written agreement to complete certain HVAC, mechanical, electrical and landscaping/privacy related construction work, as further described in said separate written agreement. Lessee acknowledges and approves the fact that the principal of the General Contractor is a member of the Lessor.

- v) Subject to Lessor's prior written consent, which shall not be unreasonably withheld, Lessee shall have the right to install up to two (2) shipping containers on the north half of the Leased Premises.
- g) Lessor's Residential Construction Work:
 - i) Lessor will make commercially reasonable efforts to limit construction noise during Lessee's events. Lessor and Lessee will cooperate, in good faith, to establish a schedule such that Lessor is aware of when Lessee's events start and end.
 - ii) If and when a residential building is completed on that portion of the property shown on Exhibit A (page 3 of 3) as the "Paired Residence", then Lessor will provide Lessee with an opportunity to lease the unfurnished Paired Residence, pursuant to a separate written lease reasonably agreed to by Lessor and Lessee, provided that the term of said lease shall match the term of this Lease, and further provided that Lessee shall not have the right to extend the term of the Paired Residence lease unless this Lease is extended, and further provided that this Lease will be amended such that this Lease and the Paired Residence lease will include reasonable cross-default language that a default by Lessee under the Paired Residence lease will not cause a default under this Lease unless Lessee's acts or omissions under the Paired Residence lease are grossly negligent or willful and unless Lessee has failed to respond to not less than two (2) written notices from Lessor to Lessee.
 - iii) Except as explicitly provided in this Lease, Lessor is responsible for all costs, fees, expenses, consents, approvals and liabilities for the development and construction of the Remaining Property. Lessor will promptly remove or bond around any liens recorded against the Leased Premises relating to Lessor's Work and Lessor's development and construction of the Remaining Property.
 - iv) The Paired Residence will be subject to the association's rules, regulations, covenants and any and all declarations.
 - v) The economic terms of the separate Paired Residence lease will be:
 - (1) NNN rent structure.
 - (2) The annual base rent will be equal to Eight and one-half percent (8.50%) of the Lessor's total hard and soft construction costs, for the Paired Residence plus a proportionate share of the land cost for the Paired Residence (at Lessor's purchase price), plus horizontal infrastructure costs. Lessor and Lessee hereby agree that (i) the proportionate share of the land cost plus the horizontal infrastructure cost will be [REDACTED] and (ii) the total hard and soft construction costs are unknown as of the Effective Date and will be agreed upon in good faith by the Lessor and Lessee based on the architectural plans described below.
 - (3) Base rent will increase in the amount of Three percent (3.0%) annually.
 - (4) Additional rent will include taxes, insurance premiums, owner's association dues and assessments, utilities, and other operating expenses.
 - (5) All rent will be paid monthly.
 - (6) Lessor will perform engineering for utilities and site work, at Lessor's cost.
 - (7) Lessor will provide architectural plans, and Lessor will use commercially reasonable efforts to cooperate with Lessee as it relates to the design of the Paired Residence.
 - (8) Lessee will perform customary repairs and maintenance, with the details to be agreed upon in the Paired Residence lease, provided that Lessor will provide a customary 1 year warranty from its general contractor.
 - vi) Lessor, at Lessor's sole cost, will install a temporary screen or privacy fencing along the north boundary of Lessor's construction area.
- h) Use of Lessor Personal Property. Lessor hereby agrees to make available to Lessee, at no cost to Lessee,

any personal property that is present on the Leased Premises as of the Delivery Date ("Existing Personal Property"). Such personal property shall (a) remain the exclusive property of Lessor, (b) be reasonably maintained, repaired and replaced by Lessee and returned to Lessor in good condition (subject to normal wear and tear), (c) not be subject to any representations or warranties by Lessor related to condition and accepted in it as-is condition by Lessee, and (d) inventoried by Lessor and/or Lessee, with a list of all such personal property being reasonably agreed to by Lessor and Lessee not later than thirty (30) days after the Delivery Date. Lessor does not make any representations or warranties related to what personal property will be available for Lessee's use.

- i) Each party shall, at its own expense, cooperate and perform any further acts and execute and deliver any documents that reasonably may be necessary and requested to carry out the provisions and intent of this Agreement, including, without limitation, documents that address the subjects of (a) the owner's association and related covenants and declaration, (b) the Paired Residence, (c) maintenance and repair of the Private Road, including snow removal, (d) Lessor's residential construction project, (e) Lessor's subdivision of the Leased Premise, (f) property taxes allocated to Lessee, and (e) insurance coverage and premiums for shared areas and the Private Road.
- 31) **OPTIONS TO RENEW.** Lessor hereby grants to Lessee the option to renew this Lease for two (2) periods of ten (10) years each (each a "Renewal Term") at a rate shown on Exhibit B, provided Lessee is not then in default beyond any applicable cure period of any of the terms and conditions of this Lease. Lessee shall furnish written notice to Lessor as herein provided of its desire to renew this Lease for the Renewal Term at least two hundred seventy (270) days prior to the expiration of this Lease. Lessee's failure to provide Lessor with timely written notice of its intent to exercise its option to renew shall render this Article null and void.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the date first written above.

Lessor: 404 Manitou, LLC

Lessee: Z Golf Food & Beverage Services, LLC

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: William Zaruka
William Zaruka (Apr 24, 2025 11:22 AM)
Printed Name: William Zaruka
Title: CEO
Date: 04/24/25

Notice Address: 43385 Business Park Drive, Suite
120, Temecula, CA 92590
Phone: 951-491-8110
E-mail: Billz@wedgewoodweddings.com,
Susana@wedgewoodweddings.com
Tax ID: 77-0528139

April 23, 2025

19

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the date first written above.

Lessor: 404 Manitou, LLC

Signature: Steve
Printed Name: Stephen Tebo
Title: Manager
Date: 4-24-23

Lessee: Z Golf Food & Beverage Services, LLC

Signature: _____
Printed Name: William Zaruka
Title: CEO
Date: _____

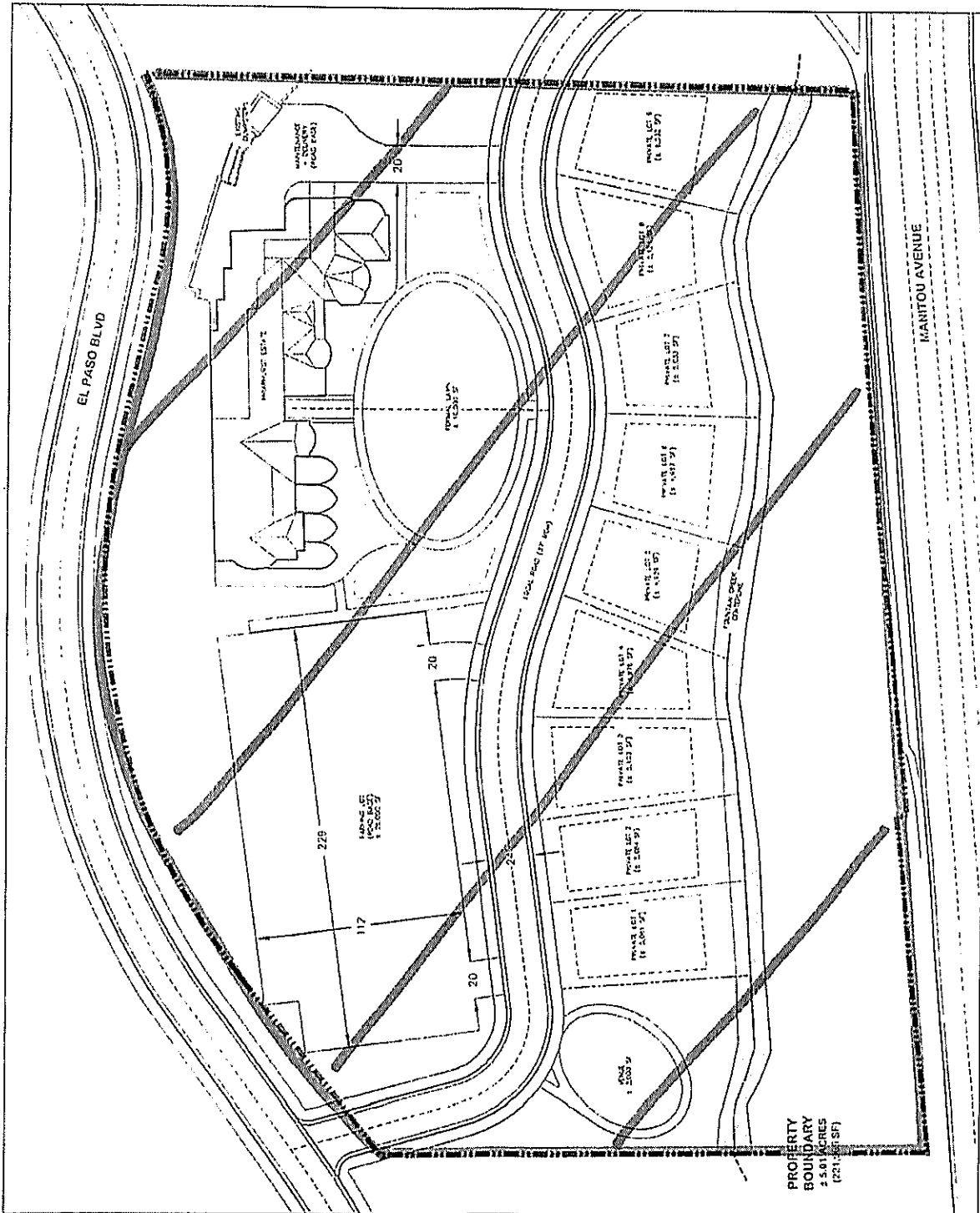
Notice Address: 43385 Business Park Drive, Suite
120, Temecula, CA 92590
Phone: 951-491-8110
E-mail: Billz@wedgewoodweddings.com,
Susana@wedgewoodweddings.com
Tax ID: 77-0528139

EXHIBIT A TO LEASE
Leased Premises

Three pages showing:

- 1) Property**
- 2) Initial Leased Premises**
- 3) Estimated Final Leased Premises**
- 4) Remaining Property**
- 5) Private Road**
- 6) Paired Residence**

Property and Initial Leased Premises



BRIARHURST

SUBDIVIDED PROPERTIES

DATE: 01.28.2025



WEDGEWOOD WEDDING
VENUE (± 2.5 acres)



PUBLIC RIGHT-OF-WAY
LOCAL ROAD 37' ± 5 acres)



OPEN SPACE
DEVELOPER PROPERTY
SHARED USE AGREEMENT
(± 1.0 acres)



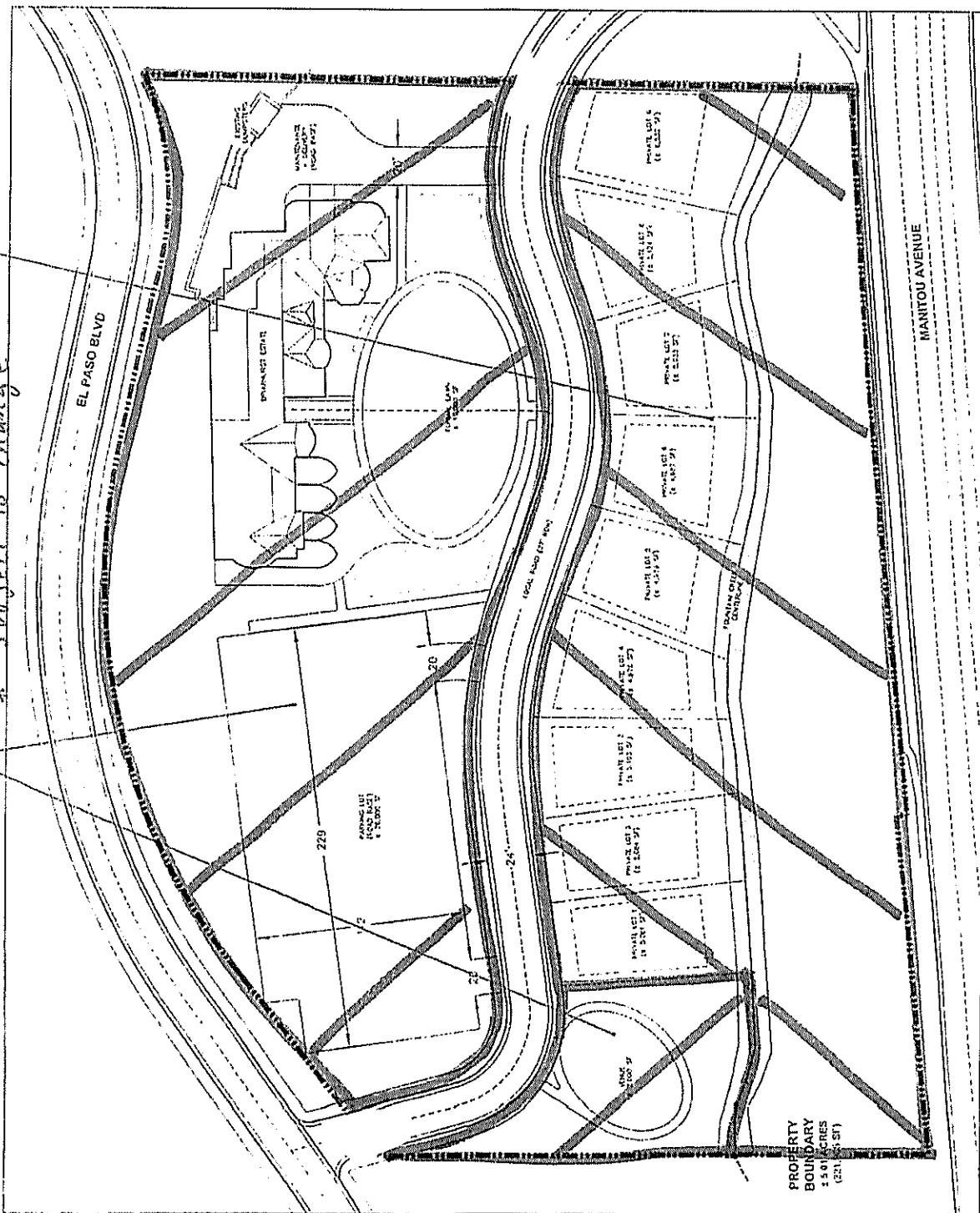
PRIVATE RESIDENTIAL
PROPERTIES 1-9
(± 5,000 sf per lot)

Exhibit A

Page 1 of 3

*Final Leased Premises * and Remaining Property **

** subject to change*



BRIARHURST

SUBDIVIDED PROPERTIES

DATE: 01/28/2025

WEDGEWOOD WEDDING
VENUE (± 2.5 acres)

PUBLIC RIGHT-OF-WAY
LOCAL ROAD 37 (± 5 acres)

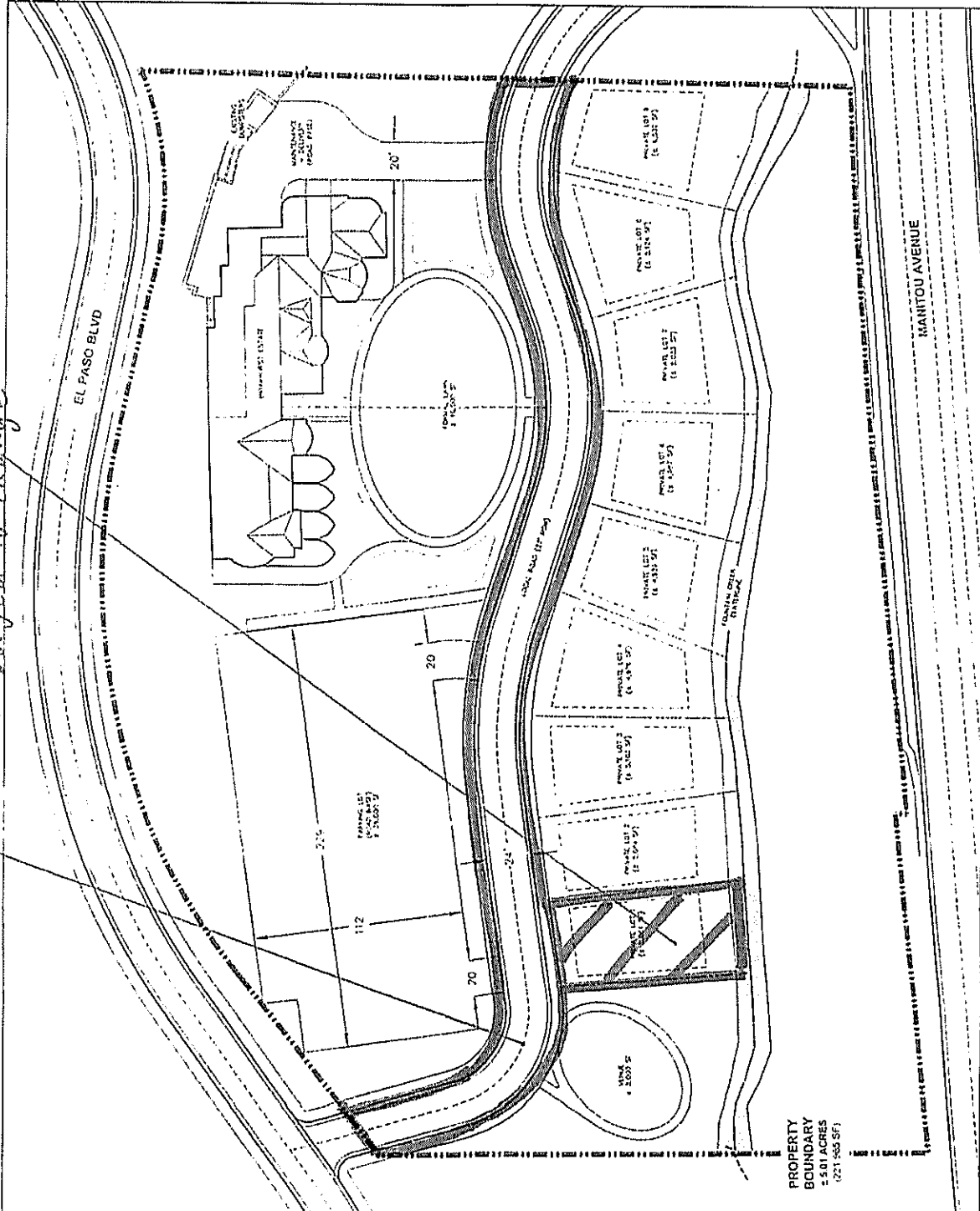
OPEN SPACE
DEVELOPER PROPERTY
SHARED USE AGREEMENT
(± 1.0 acres)

PRIVATE RESIDENTIAL
PROPERTIES 1-9
(± 5,000 sq ft per lot)

Exhibit A
Page 2 of 3

*Private Road * and Paired Residence **

** subject to change*



BRIARHURST

SUBDIVIDED PROPERTIES

DATE: 01/28/2025

WEDGEWOOD WEDDING
VENUE (± 2.5 acres)

PUBLIC RIGHT-OF-WAY
LOCAL ROAD 37 (± 5 acres)

OPEN SPACE
DEVELOPER PROPERTY
SHARED USE AGREEMENT
(± 1.0 acres)

PRIVATE RESIDENTIAL
PROPERTIES 1-9
(± 5,000 sf per lot)

Exhibit A
Page 3 of 3

EXHIBIT B TO LEASE
Rent Schedule

<u>Year</u>	<u>Term</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	Initial Term		
2	Initial Term		
3	Initial Term		
4	Initial Term		
5	Initial Term		
6	Initial Term		
7	Initial Term		
8	Initial Term		
9	Initial Term		
10	Option 1		
11	Option 1		
12	Option 1		
13	Option 1		
14	Option 1		
15	Option 1		
16	Option 1		
17	Option 1		
18	Option 1		
19	Option 1		
20	Option 2		
21	Option 2		
22	Option 2		
23	Option 2		
24	Option 2		
25	Option 2		
26	Option 2		
27	Option 2		
28	Option 2		
29	Option 2		
30	Option 2		

EXHIBIT C TO LEASE
Guarantee

GUARANTEE

For and in consideration of the execution of this Lease Agreement by the parties hereto and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, by his execution hereof, personally guarantees any and all obligations and payments of Lessee as herein set forth and contained.

IN WITNESS WHEREOF, the undersigned have executed this Guarantee as of the date set forth above.

Guarantor:
Wedgewood Hospitality Group, Inc., a Delaware corporation

By (signature): _____
Printed Name: William Zaruka
Title: President
Date: _____

Notice Address: 43385 Business Park Drive, Suite 120, Temecula, CA 92590
Phone: 951-491-8110
E-mail: Billz@wedgewoodweddings.com
Tax ID: 46-4152954

GUARANTEE

For and in consideration of the execution of this Lease Agreement by the parties hereto and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, by his execution hereof, personally guarantees any and all obligations and payments of Lessee as herein set forth and contained.

IN WITNESS WHEREOF, the undersigned have executed this Guarantee as of the date set forth above.

Guarantor:

Wedgewood Hospitality Group, Inc., a Delaware corporation

By (signature): William Zaruka
William Zaruka Doc 14, 2015 13:46 PM

Printed Name: William Zaruka

Title: President

Date: 04/24/25

Notice Address: 43385 Business Park Drive, Suite 120, Temecula, CA 92590

Phone: 951-491-8110

E-mail: Billz@wedgewoodweddings.com

Tax ID: 46-4152954

EXHIBIT D TO LEASE

Lessor's Work

1. **Conflicts; Terms.** If there is any conflict or inconsistency between the provisions of the Lease and those of this Exhibit ("Work Letter"), the provisions of this Work Letter will control. Except for those terms expressly defined in this Work Letter, all initially capitalized terms will have the meanings stated for such terms in the Lease. The following terms, which are not defined in the Lease, have the meanings indicated:
 - (a) "Leasehold Improvements" means all alterations, leasehold improvements and installations to be constructed or installed by Lessor in the Leased Premises according to this Work Letter.
 - (b) "Building Plans" means those space plans and general specifications for the Leasehold Improvements described in Exhibit E. Lessor and Lessee have reviewed and approved the Building Plans.
 - (c) "Substantially Completed" means completion of the Leasehold Improvements to the extent that only minor construction details, which would not materially interfere with Lessee's use and enjoyment of the Leased Premises, require completion or correction. Said minor construction details will be included in the punch list, see below.
2. **Lessor's Obligations.** Lessor will proceed to complete the Leased Premises according to this Work Letter and tender possession of the Leased Premises to Lessee when the Leasehold Improvements have been Substantially Completed. Lessee will accept the Leased Premises when Lessor tenders possession, provided that the Leasehold Improvements have been Substantially Completed. Lessor and Lessee agree that all alterations, improvements and additions made to the Leased Premises according to this Work Letter, whether paid for by Lessor or Lessee, will, without compensation to Lessee, become Lessor's property upon installation and will remain Lessor's property at the expiration or earlier termination of the Term.
3. **Early Occupancy.** Lessee has no right to enter the Leased Premises until Lessor tenders possession, unless Lessee's entry is for purposes relating to construction work in the Premises according to the terms of this Work Letter.
4. **Punch List.** Lessee's taking possession of any portion of the Leased Premises will be conclusive evidence that such portion of the Premises was Substantially Completed and in good order and satisfactory condition when Lessee took possession, except as to any items requiring correction or completion identified on a reasonable punch list prepared and signed by both Lessor's representative and Lessee's representative after an inspection of the Premises by both such parties. Lessor will diligently pursue and complete all punch list items.
5. **Construction Documents; Construction of Leasehold Improvements; Construction Management.** Promptly after execution of the Lease by both Lessor and Lessee, Lessor will, at its expense, cause the Leasehold Improvements shown on the Building Plans to be constructed or installed in the Premises in compliance with all laws, in a good and workmanlike manner and according to the Building Plans.
6. **Lessee Early Access.** Subject to Lessor's prior written consent, which shall not be unreasonably withheld, based on the status of Lessor's Work and the then-current condition of the Leased Premises, and subject to a mutually agreed upon and signed early access agreement, Lessee shall have the right to occupy all or part of the Leased Premises prior to the Delivery Date (a) for Lessee's construction and move-in work and (b) without Lessee incurring any base rent or NNN expense obligations during such period prior to the Delivery Date.

EXHIBIT E TO LEASE
Preliminary Plans

- 1) Pages 1-5 of Briarhurst Estate Remodel Pricing Worksheet – Exterior & Interior Renovation, dated 1/27/25
- 2) Page 1-11 of Briarhurst Take Off's
- 3) Page 1-30 of Briarhurst Schematic Design, prepared by AAHA Studio, dated 1/14/25

EXHIBIT F TO LEASE
Lessee Work

Lessee's Work. "Lessee's Work" shall mean the construction work and installation of improvements to be completed by Lessee at Lessee's sole cost, which shall be completed in a good and workmanlike manner utilizing first rate materials, labor, and design, in accordance with all local, state and federal ordinances and regulations.

- a. Lessee shall in accordance with CRS 38-22-105, post no-lien notices during any time in which construction work is occurring by or on behalf of Lessee at the Premises.
- b. Lessee shall pay for all of Lessee's Work directly to Lessee's designers, contractors, government entities and any other third parties. Lessor is not responsible for any costs of Lessee's Work.
- c. Lessee shall submit to Lessor a complete set of plans showing the Lessee's Work, and obtain Lessor's approval, prior to the commencement of any of the said improvements, which approval will not be unreasonably withheld, conditioned or delayed.
- d. Lessee will also pay for all permits and approvals and for all utility tap or hook-up fees necessary for the completion of the Lessee's Work.
- e. Prior to commencement of any work, Lessee will ensure that all contractors performing any of Lessee's Work will maintain, in full force and effect, commercial liability insurance, worker's compensation insurance, and builder's risk insurance, all in amounts, on forms and with companies reasonably satisfactory to Lessee and Lessor, including naming Lessor as additional insured, which policies shall be primary and non-contributory. Evidence of such coverage will be provided by Lessee to Lessor upon request.
- f. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with such work. Lessee's Work will not disrupt other tenants or third parties. Lessee will not store tools, building materials, construction debris or other items outside of the Leased Premises. Lessee will not install any dumpster, roll-off or other trash receptacle without the Lessor's prior written approval.

Briarhurst Lease - Execution Copy

Final Audit Report

2025-04-24

Created:	2025-04-24
By:	Susan Ausman (susana@wedgewoodweddings.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXcgy14sP9L5zGvmUHULRc5Nn2PY3w71J

"Briarhurst Lease - Execution Copy" History

-  Document created by Susan Ausman (susana@wedgewoodweddings.com)
2025-04-24 - 6:44:33 PM GMT
-  Document emailed to William Zaruka (billz@wedgewoodweddings.com) for signature
2025-04-24 - 6:44:41 PM GMT
-  Email viewed by William Zaruka (billz@wedgewoodweddings.com)
2025-04-24 - 8:20:20 PM GMT
-  Document e-signed by William Zaruka (billz@wedgewoodweddings.com)
Signature Date: 2025-04-24 - 8:46:10 PM GMT - Time Source: server
-  Agreement completed.
2025-04-24 - 8:46:10 PM GMT



Adobe Acrobat Sign

Briarhurst Guarantee

Final Audit Report

2025-04-24

Created:	2025-04-24
By:	Susan Ausman (susana@wedgewoodweddings.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAacT0Ju9DL65KstLx8ZGjSx5LyhzIS1

"Briarhurst Guarantee" History

-  Document created by Susan Ausman (susana@wedgewoodweddings.com)
2025-04-24 - 6:45:50 PM GMT
-  Document emailed to William Zaruka (billz@wedgewoodweddings.com) for signature
2025-04-24 - 6:45:53 PM GMT
-  Email viewed by William Zaruka (billz@wedgewoodweddings.com)
2025-04-24 - 8:46:18 PM GMT
-  Document e-signed by William Zaruka (billz@wedgewoodweddings.com)
Signature Date: 2025-04-24 - 8:46:36 PM GMT - Time Source: server
-  Agreement completed.
2025-04-24 - 8:46:36 PM GMT



Adobe Acrobat Sign



COLORADO
Department of Revenue

Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cote Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 17087
Denver, CO 80217-0087
Fax: 303-866-2428

October 4, 2024

Z GOLF FOOD & BEVERAGE SERVICES LLC
DBA WEDGEWOOD
43885 BUSINESS PARK DRIVE #229
Temecula CA 92590

Re: State Master File for Z GOLF FOOD & BEVERAGE SERVICES LLC
Account # 03-09415

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division ("Division") has, at your request, revised the "master file" for the above-listed Licensee.

As of the date of this letter, our master file includes the following items which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

ZARUKA JOHN WILLIAM
ZARUKA WILLIAM J
MAURER ERIK E
HOLCOMB BRETT P
BRADSHAW, TREVOR

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State, which indicates that Z GOLF FOOD & BEVERAGE SERVICES LLC, is a limited liability company authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your

application. Please feel free to provide them with this letter, as local authorities will not require you to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Liquor Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Stone-Principato".

Michelle Stone-Principato
Division Director



August 13, 2025

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: Briarhurst Manor Estate by Wedgewood Weddings

404 Manitou Avenue
Manitou Springs, CO 80829

Applicant: Z Golf Food & Beverage Services, LLC

Purpose: Application for a NEW Entertainment Facility Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Briarhurst Manor Estate by Wedgewood Weddings being granted a NEW Entertainment Facility Liquor License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
99%	75	1%	1	76

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	100%	34	---	0	34
Residential Survey Results	98%	41	2%	1	42

The percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	21	142	163
Declined to Participate	6	16	22
Not Qualified to Sign	8	3	11
Disqualified	0	0	0
"No" Signatures	0	1	1
"Yes" Signatures	34	41	75
TOTAL CONTACTS & ATTEMPTS	69	203	272

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 272 Attempts – 163 No Response = 109
 >Business Survey Participation Rate: 34 Signatures/ 40 Qualified Contacts = 85%
 >Residential Survey Participation Rate: 42 Signatures/ 58 Qualified Contacts = 72%
 >Percentage of Residents Home During Survey: 61 Contacts/ 203 Attempts = 30%

<u>CONTACTS NOT QUALIFIED TO SIGN</u>		<u>REASONS FOR DECLINING TO PARTICIPATE</u>	
Owner / Manager Unavailable	7	No Opinion	6
Under 21	4	Too Busy	6
Total	11	Do Not Sign Any Petitions / Surveys	5
		Not Interested	4
		Against Company Policy	1
		Total	22
		<u>REASON FOR OPPOSITION SIGNATURES</u>	
		No Reason	1
		Total	1

PETITION METHODOLOGY

- Survey Date and Times:

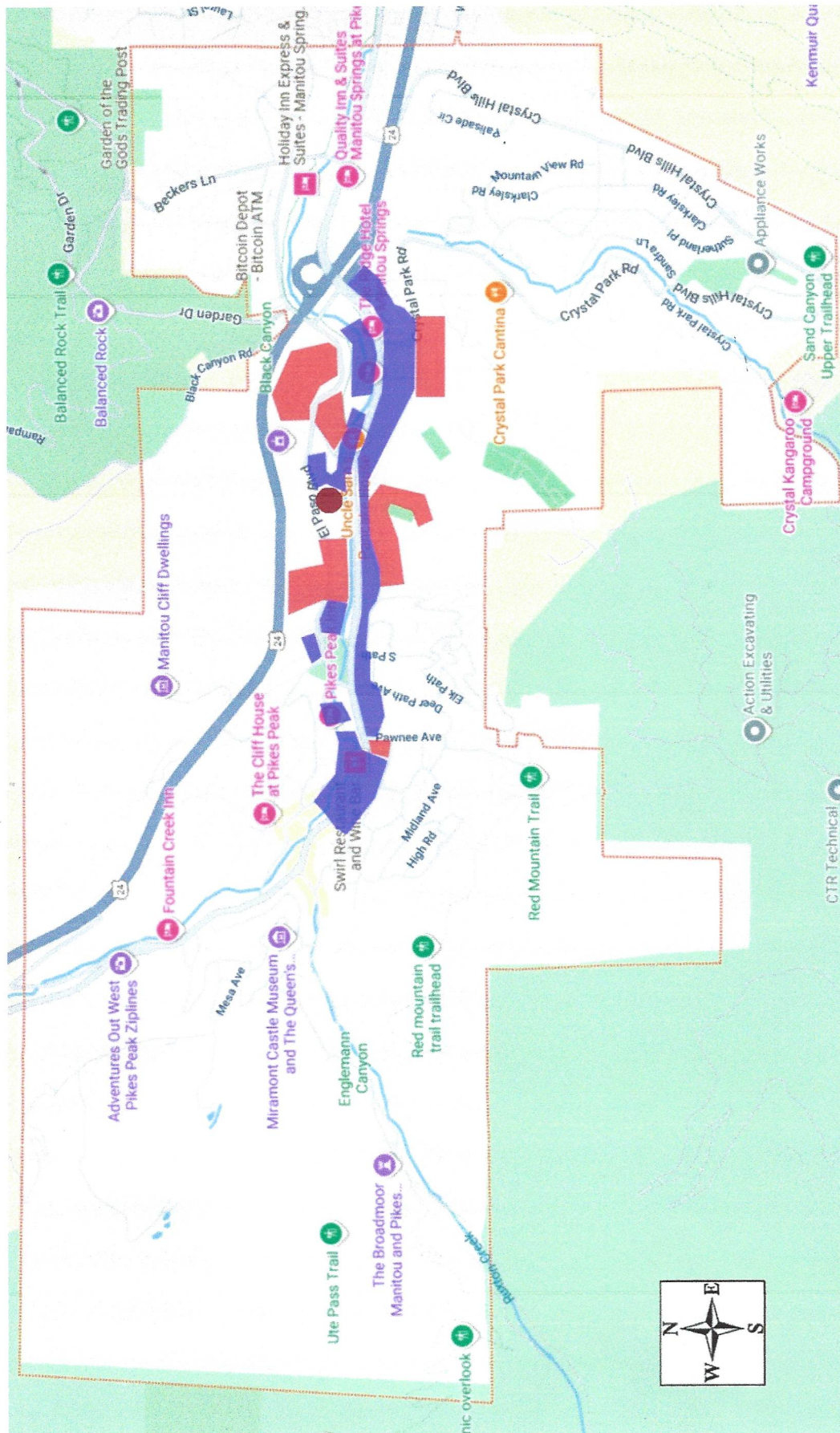
Business/Residential:	Wednesday	August 13, 2025	10:00 am – 6:30 pm
-----------------------	-----------	-----------------	--------------------

- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. The city only requires a 100-foot survey area. However, given the location, we also extended the survey area to the business district of Manitou Springs to gather proper feedback for the licensing authority. Please see attached map.
- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with her a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed notarized affidavits of circulation. The original survey packets were pre-filed electronically with the Manitou Springs City Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



Briarhurst Manor Estate by
Wedgewood Weddings
404 Manitou Avenue
Manitou Springs, CO 80829

SURVEY RESULTS:

**BUSINESS
AREAS
COVERED
IN SURVEY**

**RESIDENTIAL
AREAS
COVERED
IN SURVEY**

APPLICATION FOR AN
ENTERTAINMENT FACILITY
LIQUOR LICENSE

BOUNDARY LIMITS:
TOWN OF MANITOU
SPRINGS

SURVEY DATES:
AUGUST 13, 2025



BUSINESS PETITION TO THE MANITOU SPRINGS LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Manitou Springs Clerk's Office at: 719.685.2604.**

Applicant: Z Golf Food & Beverage Services, LLC
 d/b/a: **Briarhurst Manor Estate by Wedgewood Weddings**
 Address: 404 Manitou Avenue, Manitou Springs, CO 80829
 Application for a **NEW Entertainment Facility Liquor License**

A **Public Hearing** on this matter will be held before the Manitou Springs Liquor Licensing Authority, on
Tuesday, August 19, 2025, at 6:00 pm at
Memorial Hall, 606 Manitou Avenue, Manitou Springs, Colorado

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT**, this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
8/13/25	A NAVARTNE	M A C , 513 MANITOU AVE	60 AA	X		Owner <u>Manager</u>
8/13/25	Catherine Orr	Jibwa 513 Manitou Ave	42	Y		<u>Owner</u> Manager
8/13/25	Scott Hume	461 MANITOU AVE INNHAVE B&B	61	Y		<u>Owner</u> Manager
8/13/25	Kathleen Hubel	Pikes Peak Marathon, Inc 441 Manitou Ave	55	Y		Owner <u>Manager</u>
8/13/25	Adam Vann	Colorado Springs Furniture 414 Manitou Ave MSP/CO/ 80829	49	Y		<u>Owner</u> Manager

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

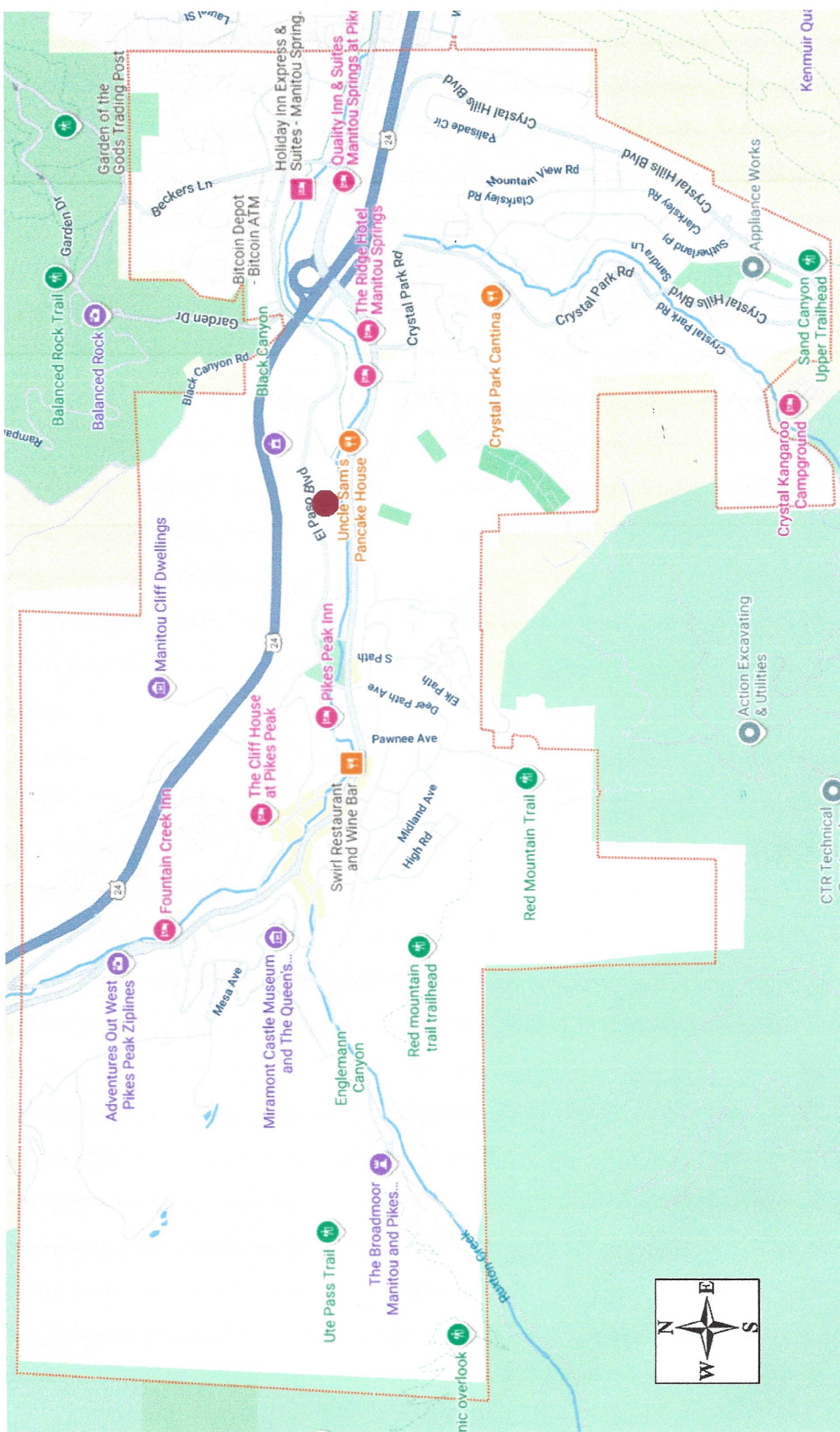
Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
August 18/25	Dale (Sharon)	357 Manitou Ave	74	X		
8/13/25	Cherokee's of Manitou	Colorado Hot Rod Heaven	39	✓		Owner Manager
8/13/25	Coch Cline	337 Manitou Ave				Owner Manager
8/13/25	Sara Ferguson	325 Manitou Ave	67	X		Owner Manager
8/13/25	Sam Lunn	Happy Cats Haven				Owner Manager
8/13/25	Avrie Maestas	301 Manitou Ave.	22	X		Owner Manager
8/13/25	Avrie Maestas	Savelli's LLC				Owner Manager
8/13/25	Breganna Sheehan	Ridge Hotel 229 Manitou Ave.	43	X		Owner Manager
8/13/25	John Kim	215 Manitou Ave Silver Saddle	62	X		Owner Manager
8/13/25	Hardeep S Malhi	HAADEEP S Malhi 301 Manitou Ave	56	✓		Owner Manager
8/13/25	Sheryl Nel	320 Manitou Ave Manitou Springs	57	X		Owner Manager
8/13/25	Sally Thurston	Pikes Peak RVPark 402 Manitou Ave				Owner Manager
8/13/25	Sally Thurston	Manitou Spgs CO	77	X		Owner Manager
8/13/25	Beth Stein	514 El Paso	45	X		Owner Manager
8/13/25	MENCAE PUBLIC	Manitou Springs Pikes Peak Inn	28	✓		Owner Manager
8/13/25	AMIE YOUNG	718 MANITOU AVE MANITOU SPRINGS	58	X		Owner Manager
8/13/25	Rafael Sthony	720 Manitou Ave	80	✓		Owner Manager

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
8/14/25	Laune Hatten Business Laune Hatten	Rocky Mountain Resignets 724 Manitou Ave. Manitou Springs, CO	57	X		Owner (Manager)
8/13/25	Keysten Gregor K Gregor	Christmas in Manitou 726 Manitou Ave	40	X		Owner (Manager)
8/13/25	Jesse Rodriguez J Rodriguez	720 Manitou Ave The Candy Bar	37	X		Owner (Manager)
8/13/2025	Elizabeth Elizabeth	744 Manitou Ave Colorado Bath & Body	52	X		Owner (Manager)
8/13/2025	Tami Carter Tami Carter	4 Twin Bear Custom Canon CO	66	X		Owner (Manager)
8/13/25	Frank Maiolo F Maiolo	102 Canon Ave Commonwheel	71	✓		Owner (Manager)
8/13/2025	Ethan Boren E Boren	Manitou out Post 807 Manitou Ave	21	X		Owner (Manager)
8/13/2025	Janine Choung JANINE CHOUNG	801 MANITOU AVE BELLE BOHEME	34	✓		Owner (Manager)
8/13/2025	Cleo Wallin C Wallin	Le Grande Accents 743 Manitou Ave	21	✓		Owner (Manager)
8/13/2025	L Thomason Laura Thomason	739 Manitou Ave Red Dog Coffee	57	X		Owner (Manager)
8/13/2025	Danielle Murphy D Murphy	805 Manitou Ave Pikes Peak Choco	31	X		Owner (Manager)
8/13/2025	Cathy McClintock C McClintock	737 Manitou Ave Lane Mitchell Jewellers	33	X		Owner (Manager)
8/13/25	Cynthia Fallon Cynthia Fallon	Cynthia Fallon Pyramide 35 Manitou Ave	66	X		Owner (Manager)

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
	Signature	Business Address				
8/13/25	Behr Baswell	Mama Lisa	27	X		Owner <u>Manager</u>
	<i>[Signature]</i>	733 Manitou Ave				
8/13/25	Christine Riesterer	729 Manitou Av-	66	X		one of 5 partners Owner <u>Manager</u>
	<i>[Signature]</i>	Green Horse Gallery				
8/13/25	W. G. Gerson	Vagelits House of Jerky	57			Owner <u>Manager</u>
	<i>[Signature]</i>	7K Manitou Blvd				
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>
						Owner <u>Manager</u>



Briarhurst Manor Estate by
 Wedgewood Weddings
 404 Manitou Avenue
 Manitou Springs, CO 80829

APPLICATION FOR AN
 ENTERTAINMENT FACILITY
 LIQUOR LICENSE

BOUNDARY LIMITS:
 TOWN OF MANITOU
 SPRINGS


LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberly M Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

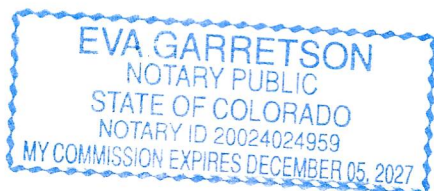
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberly M Bobo
Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 13th day of AUGUST, 2025.



Eva Garretson
Notary Public

My Commission expires: DECEMBER 5, 2027

RESIDENTIAL PETITION TO THE MANITOU SPRINGS LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Manitou Springs Clerk's Office at: 719.685.2604**

Applicant: Z Golf Food & Beverage Services, LLC
 d/b/a: **Briarhurst Manor Estate by Wedgewood Weddings**
 Address: 404 Manitou Avenue, Manitou Springs, CO 80829
 Application for a **NEW Entertainment Facility Liquor License**

A **Public Hearing** on this matter will be held before the Manitou Springs Liquor Licensing Authority, on
Tuesday, August 19, 2025, at 6:00 pm at
Memorial Hall, 606 Manitou Avenue, Manitou Springs, Colorado

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
8/13/25	Avne Maestas	301 Sutherland Pl, Manitou Springs	22	X		
8/13/25	Sally Thurston	402 Manitou Ave	27	X		
8/13/25	Michael Dutcher	402 Manitou Ave	27	X		
8/13/25	Chelsi Long	331 Ruxton Ave	33	X		
8/13/25	Hannah Espinosa	218 Iron Rd	26	X		

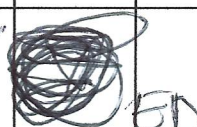
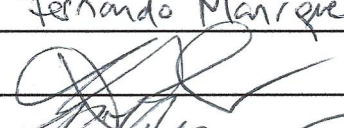
Please sign your name only; First Name, Middle Initial, Last Name.

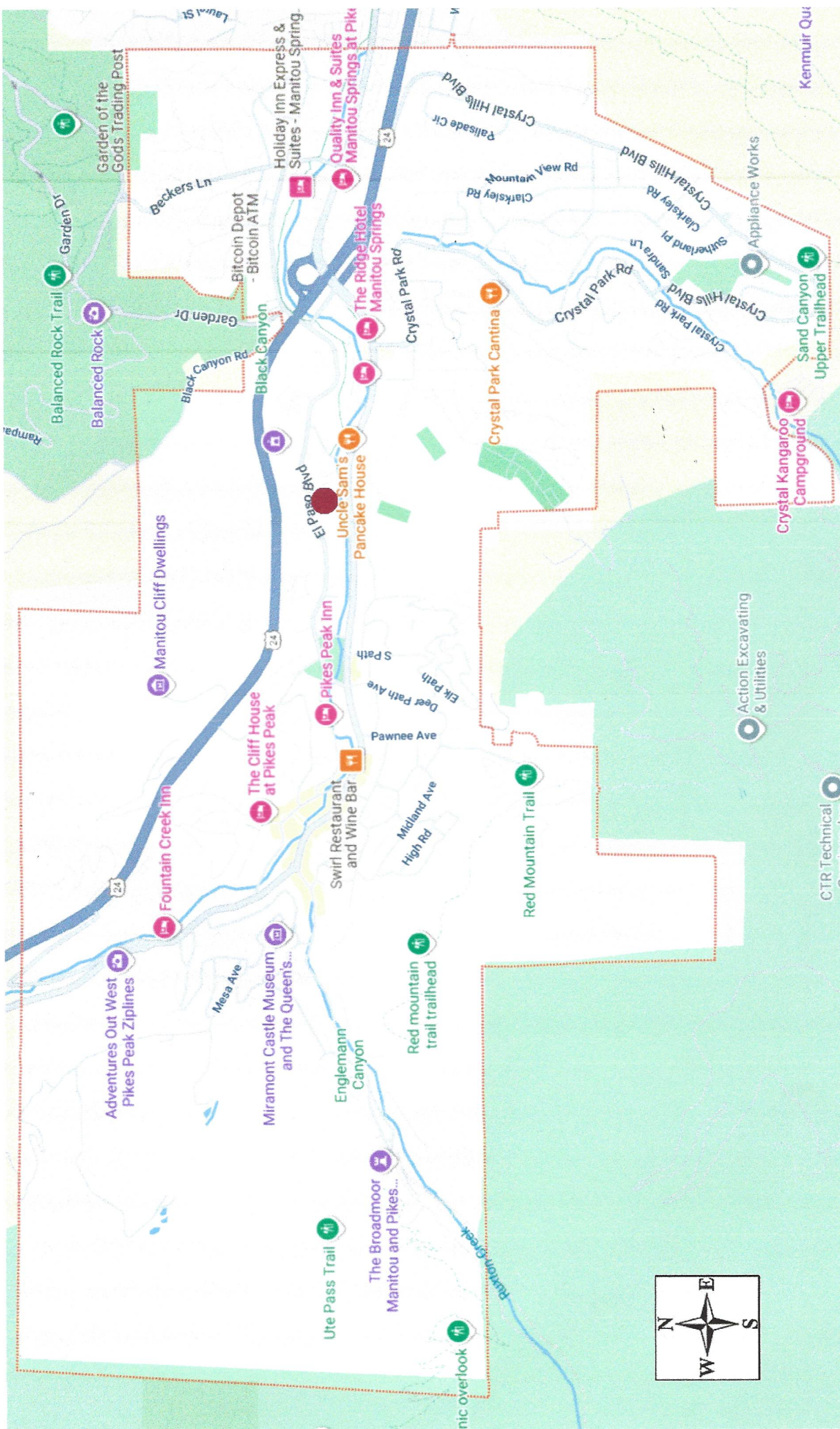
Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
8/13/25	Rolf Jacobson <i>Rolf Jacobson</i>	631 Manitowish Ave	62	X		
8/13/25	Zach Jacobson <i>Zach Jacobson</i>	107 pinon Ln	29	X		
8/13/25	T.G. Bosley Mitchell <i>T.G. Bosley Mitchell</i>	121 Pinon Ln	71	✓		
8/13/25	Rick Meakin <i>Rick Meakin</i>	109 Pinon Lane	60	X		
08/13/25	David L. Nease <i>David L. Nease</i>	459 EL PASO BLVD UNIT A	33	X		
8/13/25	Melody Ramsey <i>Melody Ramsey</i>	459 El paso Blv D Apt C	45	X		
8/13/25	Anna Mahoney <i>Anna Mahoney</i>	459 El Paso Blvd Apt E	25	X		
8/13/25	Christopher Seiner <i>Christopher Seiner</i>	459 El Paso Blvd Apt E	29	X		
8/13/25	Corbin Weaver <i>Corbin Weaver</i>	459 El Paso Blvd J	31	✓		
8/13/25	Sarah Bossard <i>Sarah Bossard</i>	461 El Paso Blvd B	21	✓		
8/13/25	Corbin Regal <i>Corbin Regal</i>	461 El Paso Blvd I	47	X		
8/13/25	Lore Burrows <i>Lore Burrows</i>	465 EL PASO BLVD	50	✓		
8/13/25	Barbara Rutter <i>Barbara Rutter</i>	468 EL Paso Blvd	42	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
8/13/25	Virginia Francis	446 El Paso Blvd	71	X		
8/13/25	Kim Anne Proche Pierpont	467 El Paso Blvd D	29	✓		
8/13/25	MICHAEL SAWYER	476 EL PASO BLVD	61	X		
8/13/25	Jim McCarthy	458 EL PASO BLVD	90	X		
8/13/25	Kelsey Divers Kathy Dine	456 El Paso Blvd # A	36	X		
8/13/25	Rachel Jacobs Rachelle Quach	421 Washington Ave	44	X		
8/13/25	Forrest Bretz	329 El Paso Blvd Unit E	28	X		
8/13/25	James C Aguirre	329 El Paso Blvd Apt H	24	X		
8/13/25	Victoria Colon	329 EL PASO BLVD APT H	44	X		
8/13/25	DIA ANA TUTTLE	327 EL PASO BLVD. APT. B	81	X		
8/13/25	Deni Estep	329 El Paso Blvd C	71	X		
8/13/25	Josh Zhora	327 El Paso Blvd C	28	✓		
8/13/25	William H. JAMES	327 F EL PASO BLVD	87	YES		
	William J. JAMES	MANITO SPRING CO 80829				

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
8/13/25	Peggy Sawyer Peggy Sawyer	327 El Paso Blvd #E Manitou Springs, CO 80829	80	X		
8/13/25	Cayla Dewar CZ	327 El Paso Blvd Manitou Springs CO, 80829	34	X		
8/13/25	Mike Bargas m B	229 Plainview Pl Manitou Springs CO 80829	33	X		
8/13/25	Angie Welsh Angie Welsh	308 Santa Fe Manitou Springs, CO 80829	54	X		
8/13/25	ERICK WRIGHT ERICK WRIGHT	227 PLAINVIEW PL. MANITOU SPRS.	58		X	
8/13/25	Erin Dutcher Erin Dutcher	229 Plainview Pl #C	54	X		
8/13/25	Ruth Markwardt Ruth M	224 Plainview Pl Manitou Springs, CO, 80829	33	X		
8/13/25	Burak Ben-Amot Burak	224 Plainview Man. Spgs, CO 80829 Pl.	33	X		
8/13/25	Fernando Marrero 	433 Bond St Manitou Springs	41	X		
8/13/25	Ken Hertzog Ken Hertzog	435 Bond St. Manitou Springs	72	X		
8/13/25	Jennifer MacMillan Jennifer MacMillan	435 Bond St Manitou Springs	67	X		




 Briarhurst Manor Estate by
 Wedgewood Weddings
 404 Manitou Avenue
 Manitou Springs, CO 80829

APPLICATION FOR AN
 ENTERTAINMENT FACILITY
 LIQUOR LICENSE

BOUNDARY LIMITS:
 TOWN OF MANITOU
 SPRINGS



LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberley M Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

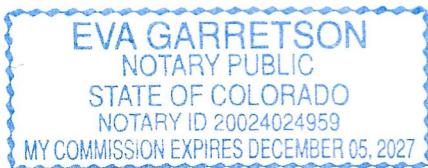
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberley M Bobo
Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 13th day of AUGUST, 2025.



Eva Garretson
Notary Public

My Commission expires: DECEMBER 5, 2027



I, the undersigned, hereby certify that on August 8, 2025, at 15:45, Planner Zachary Davison, posted a Notice of Hearing at 404 Manitou Avenue for a request by Z Golf Food & Beverage Services, LLC dba Briarhurst Manor Estate by Wedgewood Weddings for a New Entertainment Facility License.

Attest:

Elena Krebs

Elena Krebs, City Clerk

Date: August 8, 2025



NOTICE
This area is reserved for the use of the Briarhurst community. No vehicles are to be parked or stored in this area. Any vehicles found parked or stored in this area will be towed at the owner's expense. This notice is posted for your information and to ensure compliance with the community rules.

Briarhurst
PARKING →

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Eliana Hero, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Colorado Springs Gazette, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Colorado Springs Gazette; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 08/08/2025**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.



Eliana Hero
Sales Center Agent

Subscribed and sworn to me this 08/08/2025, at said City of Colorado Springs, El Paso County, Colorado.

My commission expires December 15, 2025.



Karen Hogan
Notary Public
The Gazette



Document Authentication Number 20224024441-295096

PUBLIC NOTICE

Pursuant to the Liquor Laws of the State of Colorado, Z Golf Food & Beverage Services, LLC d/b/a Briarhurst Manor Estate by Wedgewood Weddings has requested the licensing officials of the City of Manitou Springs to grant a **new Entertainment Facility License**. The application is for the property located at 404 Manitou Avenue, Manitou Springs, CO. A hearing on this application will be held at Manitou Springs City Hall, 606 Manitou Avenue, at 6:00 p.m. on August 19, 2025. Written comments may be filed with the Office of the City Clerk, 606 Manitou Avenue until 5:00 p.m. August 14, 2025. For additional information, contact City Clerk Elena Krebs at 606 Manitou Avenue, Manitou Springs, CO, 80829; 719-685-2554; ekrebs@manitouspringsco.gov.

/s/ Elena Krebs, City Clerk

Published in The Gazette August 8, 2025.



Memorandum

Title: Second Reading and Public Hearing of Ordinance No. 1625, An Ordinance Submitting a Ballot Issue to the Registered Electors of the City of Manitou Springs at the City's November 4, 2025 Regular Election to Increase the Excise Tax on Ticket Sales and Admission Fees and to Permit the City Council to Decrease and Increase Such Excise Tax

From: Denise Howell, City Administrator

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 1 Hour

August 19, 2025

Purpose:

To hold a public hearing and consider adopting the proposed ordinance, which will submit a ballot issue to the registered electors of the city at the upcoming November 4, 2025 Election.

Background:

This ordinance was introduced at the August 5, 2025 Council meeting and set for a public hearing tonight.

Pros and Cons:

Fiscal Impact:

Substantial

Workload Impact:

10 Hours

Recommended Action:

Move to adopt on second reading, Ordinance No. 1625, an ordinance submitting a ballot issue to the registered electors of the City of Manitou Springs at the City's November 4, 2025 regular election to increase the excise tax on ticket sales and admission fees and to permit the City Council to decrease and increase such excise tax.

ORDINANCE

AN ORDINANCE SUBMITTING A BALLOT ISSUE TO THE REGISTERED ELECTORS OF THE CITY OF MANITOU SPRINGS AT THE CITY'S NOVEMBER 4, 2025 REGULAR ELECTION TO INCREASE THE EXCISE TAX ON TICKET SALES AND ADMISSION FEES AND TO PERMIT THE CITY COUNCIL TO DECREASE AND INCREASE SUCH EXCISE TAX

WHEREAS, the City's November 4, 2025 election shall be coordinated with El Paso County, and shall include the submission of the following ballot issue to the electors of the City.

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

Section 1. Pursuant to Article X, § 20 of the Colorado Constitution, the City Council submits the following ballot issue to the registered electors of the City of Manitou Springs at the City's November 4, 2025 regular election:

SHALL CITY OF MANITOU SPRINGS' TAXES BE INCREASED BY TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) ANNUALLY IN THE FIRST FULL FISCAL YEAR COMMENCING JANUARY 1, 2026, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY ADDING AN ADDITIONAL NINE PERCENT (9%) TO THE CITY'S CURRENT FIVE PERCENT (5%) EXCISE TAX RATE ON TICKET SALES AND ADMISSIONS FEES, AND SHALL THE RATE OF SUCH TAX BE ALLOWED TO BE DECREASED OR INCREASED BY THE MANITOU SPRINGS CITY COUNCIL WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED 14%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT BY THE CITY WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES _____ NO _____

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 5th day of August 2025.

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the August 19, 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: August 6, 2025 (in full)

City Hall

Ordinance Published: August 8, 2025 (in full)

City's Official Website

Passed on second reading and adopted by Council this 19th day of August 2025.

Mayor, John Graham

Attest: _____
City Clerk, Elena Krebs

Published: August 20, 2025 (in full)
City's Official Website and City Hall



AFFIDAVIT OF PUBLICATION

STATE OF COLORADO

COUNTY OF EL PASO

I, Elena Krebs, City Clerk for Manitou Springs, Colorado, do solemnly swear and affirm that on August 8, 2025, I published in full a true and correct copy of:

Ordinance No. 1625 – First Reading

An ordinance submitting a ballot issue to the registered electors of the City of Manitou Springs at the City's November 4, 2025 regular election to increase the excise tax on ticket sales and admission fees and to permit the city council to decrease and increase such tax.

On the City of Manitou Springs website: [Legal Notices | Manitou Springs, CO](#)

Witness my hand and seal this 8th day of August 2025.

Elena Krebs

City Clerk

