



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	Natalie Johnson	January 4, 2028
At-Large	Mayor Pro Tem Judith Chandler	January 4, 2028
At-Large	John Shada	January 4, 2028
At-Large	Julie Wolfe	January 4, 2028
Ward 1	Nate Nassif	January 8, 2030
Ward 2	Carey Storm	January 8, 2030
Ward 3	Gloria Latimer	January 8, 2030

February 3, 2026

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. January 20, 2026 City Council Regular Meeting Minutes
2. January 23, 2026 City Council Special Meeting Minutes
3. Request to Change Michael Quintana from a Regular to Alternate Member of the Housing Advisory Board
4. Consideration of a Tavern Liquor License Renewal at 934 Manitou Avenue — Manitou Restaurant Group, Inc., d/b/a Border Burger Bar

G. HEARINGS

1. Second Reading and Public Hearing of Ordinance No. 0126, An Ordinance of the City of Manitou Springs, Colorado, Adding a New Chapter 3.55 to the Manitou Springs Municipal Code to Implement a Cost Recovery Mechanism for Emergency and Non-Emergency Services Provided by the Manitou Springs Fire Department in Response to Accidents Involving Motor Vehicles

2. Second Reading and Public Hearing of Ordinance No. 0226, An Ordinance of the City of Manitou Springs, Colorado, Amending Provisions in Chapter 12.04 of the Manitou Springs Municipal Code to Modify How Encroachments Into City Rights-Of-Way and Other City Owned or Controlled Property Are Processed For Review and Approval

H. BUSINESS

1. Consideration of Resolution No. 0726, A Resolution Adopting An Updated Universal Fee Schedule
2. Direction on Community Engagement Budget

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 City of 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: January 20, 2026 City Council Regular Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

February 3, 2026

Purpose:

To review and approve the meeting minutes from the January 20, 2026 City Council meeting.

Background:

The City Council met in regular session on January 20, 2026.

Fiscal Impact:

None.

Workload Impact:

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

Recommended Action:

Approve the January 20, 2026 City Council regular meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Regular Meeting Minutes
606 Manitou Avenue
January 20, 2026

The City Council of Manitou Springs met in Regular Session on Tuesday, January 20, 2026, 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 Natalie Johnson
Mayor Pro Tem Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Nate Nassif
Councilor Carey Storm
Councilor Gloria Latimer

A. CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 PM.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

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

D. APPROVAL OF AGENDA

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

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

Andrea Sutela, Incline Friends Board Treasurer, shared that Incline Friends is part of a non-profit dedicated to maintaining and sustaining the Incline. She announced that Incline Friends will be donating \$1,000 to the Manitou Springs Fire Department as a show of gratitude.

David Wolverton, 213 Pilot Knob Avenue, inquired about waiving emergency fees for rescues on the Incline. He stated that he does not believe the City should waive fees for emergency services on the Incline as Manitou Springs residents contribute a lot to the Colorado Springs tax base via goods and services through medical services, big box

stores, and groceries. He added that rescues on the Incline cost Manitou Springs a lot in assets and personnel.

Brenda Biondo, 517 Crystal Hills Boulevard, thanked Parks and Recreation Director Gillian Rossi for her efforts to find an alternative to the rodent poison bait stations that the City has been using for the last few years. She explained that the poisoned rodents stay alive for three to five days and any animal that eats a poisoned mouse would also be poisoned. She suggested that the City put something in the newsletter about the switch to a less lethal poison, so that residents and businesses could be more informed.

Cory Sutela, on behalf of the Medicine Wheel Trail Advocates, welcomed the new City Council and shared that the board is excited to continue their partnership with the City. He reflected on some productive trail workdays from the past year, particularly on the Intemann Trail.

F. CONSENT CALENDAR

1. Presentation of Warrants
2. January 6, 2026 City Council Regular Meeting Minutes
3. Hiawatha Gardens Phase 1 Parking Lot and Restroom Structure – Fransen Pittman Contract Guaranteed Maximum Price (GMP) Amendment – Construction GMP
4. Request to Change Keith Harper from an Alternate to a Regular Member of the City Planning Commission
5. Request to Change Megan Day from an Alternate to a Regular Member of the City Planning Commission
6. Request to Change Frank DeLay from an Alternate to a Regular Member of the City Planning Commission
7. Request to Reappoint Ann Nichols to the Manitou Springs Urban Renewal Authority Board

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

G. BUSINESS

1. Consider Appointing Nancy Fortuin to the Manitou Springs Urban Renewal Authority Board

Farley McDonough, Chair of the Urban Renewal Authority (URA) Board, noted Applicant Nancy Fortuin's recent five year service to the board as former Council Liaison and stated that she would bring a unique and valuable skill set to the URA.

Applicant Fortuin expressed appreciation to the Mayor for considering her application. She added that she has been impressed with the board's work during her service as Council Liaison.

Councilor Nassif moved to appoint Nancy Fortuin to the URA. The motion was seconded by Councilor Latimer. The motion carried unanimously (7-0).

2. Consider Appointing John Maynard to the Manitou Springs Urban Renewal Authority Board

URA Chair McDonough noted that Applicant John Maynard had previously served on the URA for several years and provided value as a dedicated member to the board through his skills and expertise around urban planning.

Councilor Storm moved to appoint John Maynard to the URA. The motion was seconded by Councilor Wolfe. The motion carried unanimously (7-0).

3. Approval of Audited 2024 Financials

Finance Director Rebecca Davis noted that the City's long-term debt had increased due to Colorado Water Resources and Power Development Authority loans taken on in 2024. She explained that there was a large amount of delayed maintenance and replacements that were needed for the water treatment plant. Director Davis added that there were a few smaller loans and a lease purchase agreement as well that contributed to the increase in long-term debt.

Audit Supervisor Emma Maslow with Hinklin Company CPAs reported that the December 31, 2024 Financial Statement Audit resulted in unmodified or clear opinions on the financial statements and Single Audit, with no significant deficiencies, material weaknesses, or instances of noncompliance identified. She noted no audit difficulties or disagreements with management.

There was a brief discussion about closing entries noted during the presentation, to which Audit Supervisor Maslow explained that the closing entries were to make minor corrections, not material to the audit. This was followed by a brief discussion about the typical cost of audits, during which Audit Supervisor Maslow confirmed that Hinklin

Company CPAs did perform audits for the City during the last several years and that the \$19,500 cost is consistent with what has been charged previously.

Councilor Storm moved to approve the Audited 2024 Financials. The motion was seconded by Councilor Latimer. The motion carried unanimously (7-0).

4. Public Engagement for 2026/2027 Budget and Approval of a COLA

Finance Director Davis reviewed the current financial position, noting that the 2026 budget was approved in October 2025 with the addition of an assigned fund balance to include \$690,000 for fire mitigation. She emphasized that while the City's fund balance is healthy, continuing to spend it down is not a suitable practice. She added that it is prudent that smaller cities have a larger fund balance than the 17% of operating expenditures recommended by the Government Finance Officers Association (GFOA), particularly when a large percentage of funding comes from one source. She stated that Manitou Springs is at 36% for the end of 2026. Director Davis explained that City staff was able to cut \$700,000 from the budget, but an increase in insurance costs has offset this. Additionally, changes in medical insurance saved the City \$100,000.

Susan Watkins, Community Engagement Consultant, explained that the proposed community engagement approach aligns with the City's adopted public engagement plan and emphasized the importance of involving residents in budget decisions that directly affect them. She outlined that effective engagement should focus on building informed judgment rather than uninformed opinion, with City Council clearly defining the problem, identifying non-negotiable constraints, and committing to using the results of the process. Ms. Watkins recommended a well-promoted, multi-method approach that includes community workshops, online surveys, and outreach to businesses, boards and commissions, and City employees to gather broad and reliable input. She noted that providing clear information, opportunities for clarification, and structured discussion among participants helps residents understand complex budget issues and develop shared priorities. She concluded that, while such a process requires time and preparation that would likely extend the process out to June of 2026, it could potentially be completed within two to three months and would result in meaningful, actionable guidance for Council's budget decisions.

There was a brief discussion about the number of participants for community engagement meetings in person, during which Consultant Watkins confirmed that historically in the City, the number of participants ranged depending on the project from about 30 to 65 participants. She recommended that the City conduct four community engagement meetings to maximize numbers.

There was a brief discussion about the diversity of community engagement. Consultant Watkins advised mixing participants with different perspectives would provide better results. Additionally, she

highlighted that a community engagement process results in increased trust in city government and city government leaders, adding that this has been documented in multiple communities.

Councilor Storm noted that not everyone uses social media or looks at emails and suggested that the City could potentially mail something to receive input. She inquired about the consistency of the process when participants would be receiving information through different means, such as in person or online.

Consultant Watkins noted that the results would be kept separately from the meetings and surveys and explained that there would be a summary at the beginning of the survey before questions are answered to provide a basis of information.

Mayor Pro Tem Chandler noted that she is on record as voting against the approval of the 2026 Budget during first reading due to her frustration with the process, and that she voted to approve the 2026 Budget on second reading due to her strong support for the newly established assigned fund balance for fire mitigation. Mayor Pro Tem Chandler stated that while she is happy to be discussing community engagement, she had hoped that the subject would be discussed during a work session to allow for a more collaborative process with Council input from the start. She emphasized the need for a sufficient amount of data and participation while keeping the cost low, and suggested a hybrid approach, noting a previous online survey generating significant results with over 500 responses. She added that she would like to complete the process in less than three months.

Consultant Watkins stated that a hybrid approach is recommended. She added that a consultant would act as neutral facilitator to conduct meetings, as well as compile and analyze results. She estimated the process would be about \$25,000.

There was a discussion about whether four workshops for in person engagement would be necessary, to which Consultant Watkins advised that if the City holds more workshops they will provide people with more opportunities to get engaged, which will lead to more reliable results.

Councilor Wolfe expressed frustration with the 2026 Budget approval process, commenting that Council was unable to review the budget in detail for budget cuts. She objected to waiting until June to address the issue, expressed support for Councilor Storm's previous suggestion to send out postcards, and suggested conducting an online survey, without in-person workshops, to complete the process sooner and save funds. Councilor Wolfe stated that the proposed plan was too extensive and that there is an urgent need for budget cuts through an expedited process.

Councilor Latimer suggested that the process could be reduced, potentially by hiring a professional to develop an online survey to be able to move forward with the budget now and allow for a more in-depth process later.

Mayor Pro Tem Chandler expressed support for an online survey and saving in-person community engagement for later.

Councilor Storm agreed with the suggested online survey and emphasized that participation from local businesses would be crucial to the process.

Councilor Wolfe supported Councilor Latimer's suggestion and added that a more in-depth community engagement process for the 2027 budget could be started in October or November of 2026.

Councilor Nassif stated that his expectation is that City Staff would create an implementation plan for the Council to review and potentially fund.

Mayor Johnson agreed that she was willing to give the process more time to allow staff to present a plan.

Councilor Wolfe commented that City Staff did provide input, and that she suggested something different. She added that the community was notified that if Ballot Issue 2A did not pass, which it did not, then the City would be cutting services.

City Administrator Howell stated that the presentation was provided based on the direction of City Council to consider a community engagement process.

Councilor Wolfe moved to direct City Staff to issue a Request for Proposal (RFP) for an online survey for the 2026 Budget. The motion died due to lack of a second.

Mayor Johnson moved to postpone the 2026 Budget community engagement discussion to the February 3, 2026 City Council agenda. The motion was seconded by Mayor Pro Tem Chandler. The motion carried (6-1) with Councilor Wolfe as the dissenting vote.

Note for the Record – The City Council took a break at 7:30 PM and reconvened at 7:41 PM.

City Administrator Howell explained that the Cost of Living Adjustment (COLA) request is for a 2% increase for all staff, excluding senior leadership. She added that senior leadership voted to prioritize frontline and operational staff. If approved that increase would take effect immediately and reflect on staff's next paycheck.

Councilor Shada commented that a COLA increase would change the budget and suggested that an ordinance would be required to amend the budget, allocating funds for a COLA increase.

Finance Director Davis explained that the \$100,000 savings from the change in medical insurance is still allocated and currently over budgeted, which would cover the 2% increase for frontline staff. She clarified that the funds would stay under the same

section of the budget, because the budget is appropriated by departments in the General Fund, not by account line.

There was a discussion about whether an ordinance would be needed to approve the COLA request, during which City Attorney Parker advised that if a line item in the Exhibit A section of the ordinance would be updated then a new ordinance would be needed.

There was a brief discussion about the leadership that would be excluded from the increase. City Administrator Howell confirmed that department heads, the Police Department Commander and the Fire Department Captain would be excluded.

Councilor Nassif inquired if the City has considered merit increases and if the increases could be retroactive. It was confirmed that the Council could consider these options when approving increases in pay.

Councilor Wolfe commented that the COLA increase is a part of the budget and that it should be discussed as part of the larger budget.

Mayor Pro Tem Chandler stated that she is conflicted, as she would like to be able to approve an increase, but she is concerned about the larger budget. She agreed with Councilor Wolfe that the discussion should be part of the larger budget discussion.

Councilor Storm acknowledged the importance of maintaining mission critical employees and concerns about the current financial situation. She stated that she would prefer to vote on the COLA increase as upcoming budget cuts may impact employee retention.

Councilor Nassif agreed with Councilor Storm. He expressed interest in receiving additional information regarding potential merit increases for senior leadership.

City Administrator Howell stated that she would love to be able to offer merit increases for senior leadership, but the concern is focused on retaining employees working long hours in the field and leadership expressed a desire to support frontline staff as well.

Councilor Wolfe requested additional information regarding employee hourly rates, specifically what the lowest rate is. She indicated that for those who are receiving a lower hourly rate, a 2% increase will have very little impact, but for those with larger salaries, the increase would be greater.

Mayor Johnson made a motion to move forward with drafting an ordinance to amend the budget for the requested 2% COLA increase for the February 3, 2026 City Council meeting. The motion was seconded by Councilor Latimer. The motion carried (6-1), with Councilor Wolfe as the dissenting vote.

5. First Reading of Ordinance No. 0226, An Ordinance of the City of Manitou Springs, Colorado, Amending Provisions in Chapter 12.04 of the Manitou Springs Municipal Code to Modify How Encroachments Into City Rights-Of-Way and Other City Owned or Controlled Property are Processed for Review and Approval

Planning Director Fred Rollenhagen explained that the proposed ordinance creates a process for reviewing unintentional encroachments on City property or right-of-way. The ordinance defines these encroachments, requires City Council review, outlines application and approval procedures, and allows the City to require compensation. Director Rollenhagen noted the main change since the January 13 Work Session is that all such encroachments must now go before City Council.

There was a brief discussion about an appeal process, during which Director Rollenhagen confirmed that there was no appeal process included in the ordinance because the existing inadvertent encroachments would go directly to the City Council. City Attorney Parker clarified that City Council decisions are appealed through the District Court.

Councilor Nassif stated that he believes encroachments should be handled at an administrative level and expressed support for establishing an appeal process. He added that he is comfortable with easements coming to the City Council.

Councilor Shada expressed concern that an administrative process lacks transparency.

Councilor Wolfe noted that sending encroachments to the City Planning Commission (CPC) was previously discussed and that Director Rollenhagen had confirmed that encroachments didn't fit the purview of the Commission.

Councilor Nassif acknowledged that CPC was considered previously and confirmed that his current position would be to support an administrative process for encroachments, with an appeal process.

There was a discussion about the difference between various types of encroachments. City Attorney Parker explained that temporary encroachments are 90 days or less, minor encroachments don't impede on vehicular or pedestrian traffic or interfere with City property, and major encroachments are anything but minor or temporary. He confirmed that there is a different approval process in the proposed ordinance for major encroachments than what is proposed for existing inadvertent encroachments.

Councilor Wolfe stated that her understanding was that all encroachments excluding temporary encroachments would come to the City Council. She expressed concern about transparency in the process.

Director Rollenhagen explained that adding other encroachments beyond focusing on the existing inadvertent encroachments, would increase the workload. He shared an

example that Public Services routinely approves encroachments for utilities work in City rights-of-way under the authority of Title 12.

There was a discussion regarding modified language in Section 12.04.050. City Attorney Parker explained that the revisions were intended to clarify final approval authority, which had not been clearly specified. He noted that easements are typically permanent and therefore appropriately require City Council approval, while revocable license agreements are more minor and suitable for approval by the City Administrator. He added that the clarification aligns with long-standing practice for routine right-of-way and utility matters and was included to ensure consistency alongside the new inadvertent encroachment provisions. He clarified that the existing inadvertent encroachment would be considered its own category and that the other types are encroachments that residents would apply for, before encroaching.

Councilor Latimer moved to approve on first reading Ordinance No. 0226, An Ordinance of the City of Manitou Springs, Colorado, Amending Provisions in Chapter 12.04 of the Manitou Springs Municipal Code to Modify How Encroachments Into City Rights-Of-Way and Other City Owned or Controlled Property are Processed for Review and Approval, as amended to include an appeals process to appeal administrative decisions regarding non-inadvertent encroachments to the City Council and set a public hearing for February 3, 2026 at 6:00 PM. The motion was seconded by Mayor Johnson. The motion carried unanimously (7-0).

6. First Reading of Ordinance No. 0126, An Ordinance of the City of Manitou Springs, Colorado, adding a New Chapter 3.55 to the Manitou Springs Municipal Code to Implement a Cost Recovery Mechanism for Emergency and Non-Emergency Services Provided by the Manitou Springs Fire Department

Fire Chief Keith Buckmiller presented the ordinance.

There was a discussion about the fee schedule, during which Fire Captain Randy Perkins confirmed that the Fire Department currently only charges for traffic accidents. He explained that there is a base rate for traffic accidents, and that if the situation requires hazmat, then the fee goes up. He clarified that only parties at fault are charged, and that the proposed ordinance is only for cost recovery from insurance companies, not drivers.

Councilor Shada suggested that the ordinance be retitled to more accurately reflect the purpose. He stated that the current title is too broad and requested that the fee schedule be included in the meeting materials for second reading.

There was a brief discussion about whether the fee schedule would be attached to the ordinance, during which City Attorney Parker clarified that the fee schedule would not be attached, because it is approved by resolution. He also explained that the City sets the fees that the third party is allowed to charge.

Fire Chief Buckmiller explained that the intent of the ordinance was to capture funds that have already been allocated in people's insurance policies, and if those funds do not get expended to the agencies that respond to the accident, then it becomes a profit of the insurance carrier.

There was a brief discussion about a potential scenario in which a driver doesn't have vehicular insurance. It was confirmed that the driver would not be personally liable in relation to the cost recovery under the ordinance.

Councilor Wolfe moved to approve on first reading First Reading of Ordinance No. 0126, An Ordinance of the City of Manitou Springs, Colorado, adding a New Chapter 3.55 to the Manitou Springs Municipal Code to Implement a Cost Recovery Mechanism for Emergency and Non-Emergency Services Provided by the Manitou Springs Fire Department, as amended to reflect that only car insurance or vehicle insurance carriers will be liable for any cost recovery and schedule the second reading and public hearing for February 3, 2026. The motion was seconded by Councilor Shada. The motion carried unanimously (7-0).

H. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Councilor Wolfe shared that a resident complained about guest pass fees associated with the Residential Parking Permit (RPP) Program. She requested clarification on the fees associated with obtaining a third guest pass. She stated that she has gotten a third guest pass for free in the past and suggested eliminating the fee if there is one.

Mayor Pro Tem Chandler shared that her experience with the new water meter installation program was excellent. She also announced that the Colorado Municipal League is hosting a legislative update in Denver, on February 19, 2026.

Councilor Nassif stated that the Martin Luther King Jr. event at the Manitou Art Center was a well-organized event with a positive reflection on the community.

Councilor Latimer shared that the Route 33 bus has been idling along the El Paso Boulevard for long periods of time, 10 to 15 minutes, and people have questioned why the engine is not turned off during these stops. She announced that there is a Chat with the Chamber event at the Balanced Rock Café, on January 21, 2025 at 8:30 AM.

Mayor Pro Tem Chandler requested a separate spreadsheet of the \$700,000 that was already cut from the City budget by staff.

There was a brief discussion about scheduling a strategic retreat during which a retreat was tentatively scheduled for February 28, 2026.

Mayor Johnson announced that the Vote Yes on the Dissolution of the Metropolitan District Committee is having an event at the Library on Saturday, January 24, 2026 from 2:00 PM to 4:00 PM.

I. CITY ADMINISTRATOR REPORT

There was nothing to report.

J. EXECUTIVE SESSION

1. An Executive Session to hold conference with the City Attorney for legal advice pursuant to Section 5.1(c) of the City of 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
2. An Executive Session to hold a conference with the City's attorneys for legal advise pursuant to Section 5.1(c) of the City of Manitou Springs Home Rule Charter, concerning the dissolution of the Manitou Springs Metropolitan District

Mayor Johnson read the purpose of the Executive Session into the record at 8:56 PM.

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

The City Council moved back to Regular Session at 10:29 PM. Mayor Johnson confirmed the Executive Session was held solely for the stated purpose and that no formal decision was made.

ADJOURN

With no other items to discuss, Mayor Johnson adjourned the meeting at 10:30 PM.

Attest:

Natalie Johnson, 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: January 23, 2026 City Council Special Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

February 3, 2026

Purpose:

To review and approve the meeting minutes from the January 23, 2026 City Council meeting.

Background:

The City Council met in special session on January 23, 2026.

Fiscal Impact:

None.

Workload Impact:

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

Recommended Action:

Approve the January 23, 2026 City Council regular meeting minutes through the approval of the consent calendar.

**CITY OF MANITOU SPRINGS
CITY COUNCIL**

Special Meeting Minutes
606 Manitou Avenue
January 23, 2026

The City Council of Manitou Springs met in Special Session on Friday, January 23, 2026, remote via Zoom.

COUNCIL MEMBERS PRESENT FOR ROLL CALL:

Mayor Natalie Johnson
Mayor Pro Tem Judith Chandler
Councilor John Shada
Councilor Julie Wolfe
Councilor Nathan Nassif
Councilor Carey Storm
Councilor Gloria Latimer

A. CALL TO ORDER

Mayor Johnson called the meeting to order at 3:15 PM.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

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

D. BUSINESS

1. Consideration of Resolution No. 0626, A Resolution of the City of Manitou Springs City Council, Creating a Parking Benefit Program For Downtown Residents and For Downtown Business Employees Contingent Upon the Dissolution of The Metropolitan District

Mayor Johnson shared that the dissolution of the Manitou Springs Metropolitan District (Metro) will result in 124 more parking spots for the downtown community. She clarified that the resolution supports the dissolution plan that was approved by the court and that the election is about a governmental entity transferring or merging assets with another governmental entity, a legal and natural transfer.

Councilor Shada reflected on the history of the Metro District and Board, expressing appreciation to those who have served on the Board and efforts of City Staff to support

the Metro District as well. He expressed his support for the dissolution of the Metro District in an effort to create a unified parking system in the City.

Councilor Latimer stated that she is in favor of approving the resolution, noting that as the Ward Three Councilor she has heard residents of Ward Three voice their concerns about adequate and inexpensive parking.

Councilor Wolfe described longstanding downtown residential parking challenges, noting that the Residential Parking Permit (RPP) Program, established in 2013, did not include residents whose homes have paid-parking in front. She stated that the proposed acquisition of additional parking spaces would allow the City to offer free or expanded parking options. She expressed support for the resolution. Councilor Wolfe suggested a change in the language to clarify that if the dissolution is approved by voters that the City staff will be directed to create a Downtown Benefit Program, not just authorized to.

Mayor Pro Tem Chandler noted that City Council has been discussing how to help the District for several years. She stated that she thinks the dissolution plan is a great plan to benefit the community and emphasized the transparency provided to the public through the resolution, to support informed voting.

Councilor Nassif echoed Councilor Shada's appreciation of the Metro Board's work since its beginning and expressed support for transition to the City to take responsibility for the District. He stated that he would feel more comfortable if the Council had received a budget impact analysis, as well as consideration of resources to implement the plan.

Councilor Storm voiced support for the resolution, stating that downtown residents and employees have been treated inequitably by being required to pay for parking when others do not.

Mayor Johnson noted that the resolution represents an important first step in supporting downtown residents and employees. She shared that conversations with affected individuals have highlighted the emotional impact of the issue.

Councilor Nassif suggested postponing the resolution until staff can provide more clarity about the impact the plan would have on the budget.

Councilor Shada clarified that, if approved, the plan would place funds into the Mobility and Parking Enterprise Fund and would not impact the General Fund, noting that enterprise funds are legally restricted to parking, mobility, and related transportation purposes. He stated that, based on discussions with the City Administrator and Parking Director, staff understands the anticipated demand and has the capacity to implement the program without creating a financial burden on the enterprise. He supported Councilor Nassif's request for additional financial impact information, noting that costs should be reconsidered if they prove significant. Councilor Shada added that initiatives

in a small community often require a trial approach, emphasizing the importance of monitoring outcomes and making adjustments as needed.

Councilor Wolfe added that providing free parking to residents would result only in reduced revenue within the Parking Enterprise Fund, which is financially healthy and separate from other budget challenges, including the loss of marijuana tax revenue.

Councilor Shada moved to approve Resolution No. 0626, A Resolution of the City of Manitou Springs City Council, Creating a Parking Benefit Program For Downtown Residents and For Downtown Business Employees Contingent Upon the Dissolution of The Metropolitan District as amended to change the word “authorized” in Section 1 to “directed”. The motion was seconded by Councilor Wolfe. The motion carried (6-1) with Councilor Nassif as the dissenting vote.

Mayor Johnson acknowledged the public, stating that the Council welcomes phone calls and emails, and noted that there will be opportunity for public comment during the next regular City Council meeting on February 3, 2026.

ADJOURN

With no other items to discuss, Councilor Wolfe moved to adjourn the meeting. The motion was seconded by Mayor Pro Tem Chandler. The motion carried (7-0). The meeting adjourned at 3:46 PM.

Attest:

Natalie Johnson, 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 Change Michael Quintana from a Regular to Alternate Member of the Housing Advisory Board

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

February 3, 2026

Purpose:

To consider the status change request of Housing Advisory Board (HAB) Member Michael Quintana.

Background:

Board Member Quintana has requested to step down to an alternate position. He has submitted a letter of interest and HAB Chair Alison Gerbig submitted a letter endorsing the change in status.

Fiscal Impact:

None.

Workload Impact:

Approximately 15 minutes of staff time to process the status change.

Recommended Action:

Approve the status change for Michael Quintana through the approval of the consent calendar.

Hi Kristen,

I would like to change my membership on the Housing Advisory Board from a voting member to an alternate member due to scheduling constraints and my ability to make all the meetings. Is there a form or letter I need to fill out?

Thank you,

Michael Quintana

As the Chair of the Housing Advisory Board, I would like to express my support for Michael Quintana's request to transition from a Regular member to an Alternate. HAB has been informed of this change, and we are all grateful for Michael's continued involvement in our work as his time permits.

Thank you for your assistance in this matter.

Best regards,

Alison Gerbig



Memorandum

Title: Consideration of a Tavern Liquor License Renewal at 934 Manitou Avenue —
Manitou Restaurant Group, Inc., d/b/a Border Burger Bar

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

February 3, 2026

Purpose:

For City Council to consider renewal of a liquor license.

Background:

Manitou Restaurant Group Inc., doing business as Border Burger Bar, has applied for renewal of their Tavern Liquor License. The City Code (5.06.060) delegates authority to the City Clerk to approve annual liquor license renewals under normal circumstances. However, when a licensee violates any of the provisions of the Colorado Liquor Code, the decision to approve must come from the Local Licensing Authority.

The State Liquor Enforcement Division notified the City Clerk's Office that in September 2025, Border Burger Bar was cited for a violation of the liquor code. The State alleged the following:

- The Licensee, by and through its employee/agent, Rhianna Moret, permitted the selling, serving, giving, or procuring of an alcoholic beverage to an 18-year-old underage operative with the Liquor Enforcement Division.

Border Burger Bar admitted to the violation and on October 7, 2025, entered into a Stipulation Agreement with the State and, in lieu of suspension, paid the assessed fine of \$871.29. The State has reported that the licensee made the payment and the case is considered closed. The Council may not impose any additional penalties for this violation in addition to the state's action.

Since the violation, the licensee has 100% of their staff TIPS certified and has implemented measures to remind staff to check patron identification.

Fiscal Impact:

None.



Workload Impact:

This renewal required more staff time than a renewal without a violation, approximately 3 hours.

Recommended Action:

Staff recommends that council approve this renewal.



COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Blvd., Ste. 300
Lakewood, CO 80401

Mailing Address:
Colorado Liquor Enforcement Division
P.O. Box 17087
Denver, CO 80217-0087

October 2, 2025

Manitou Restaurant Group, Inc.
d/b/a Border Burger Bar
934 Manitou Avenue, Suite 102
Manitou Springs, CO 80829
todd@dormanrealestate.com
accounting@halcyonrg.com

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order (“Order”) regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor Enforcement Division (“Division”) using the address above or email the executed order to led_adminactions@state.co.us. To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier’s check mailed to the mailing address above or paid online at: <https://secure.colorado.gov/payment/liquor>. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact led_adminactions@state.co.us within ten (10) days of the date of this notice.

Sincerely,

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 25-CS-45

IN THE MATTER OF:

**MANITOU RESTAURANT GROUP, INC.
D/B/A BORDER BURGER BAR
934 MANITOU AVENUE, SUITE 102
MANITOU SPRINGS, COLORADO 80829**

Tavern (city) License No. 03-04051

The State of Colorado, Liquor Enforcement Division ("Division") and Manitou Restaurant Group, Inc., D/B/A Border Burger Bar, 934 Manitou Avenue, Suite 102, Manitou Springs, Colorado 80829 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Section 44-3-901(1)(b)(I).

IT IS ALLEGED THAT:

- A. On September 4, 2025, the Colorado Liquor Enforcement Division (LED) conducted compliance check operations in the City of Manitou Springs, El Paso County, Colorado.
 - a. The compliance check operation utilized an eighteen-year-old underage operative, 25MLK18113, to determine compliance with laws pertaining to underage alcohol beverage sales within on- and off-liquor-licensed premises.
 - B. During the operation, 25MLK18113 entered the Licensee's licensed premises, located at 934 Manitou Avenue, Suite 102, Manitou Springs, Colorado 80829.
 - C. The Licensee, by and through its employee/agent, Rhianna Moret, permitted the selling, serving, giving, or procuring of an alcohol beverage (one 12-ounce bottle of Blue Moon malt liquor) to 25MLK18113.
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
 - A. A **seven (7) day** suspension of Licensee's **Tavern (city) License** to take place as follows:
 - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **November 14, 2025**, until 11:59 p.m. on **November 16, 2025**.
 - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
 - iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
 - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
 - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of

three (3) days, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one-hundred thousand dollars (\$100,000.00). The parties agree that the average days' sales for the month of **September 2025** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$871.29**.

- A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at <https://secure.colorado.gov/payment/liquor>, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **October 31, 2025**.
 - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
 - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.

10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
 - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
 - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
 - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
 - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
 - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
 - F. The right to appeal this Order.
13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Michelle Stone-Principato
Division Director
Liquor Enforcement Division



S. Todd Dorman
Manitou Restaurant Group, Inc.

10/7/25

Date

APPROVED and ORDERED as dated in the Electronic Signature below.

Heidi Humphreys
Executive Director/CEO
Department of Revenue
State Licensing Authority

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail and transmitted via electronic mail on the date in the electronic signature below, addressed as follows:

<u>Licensee Business Address</u> Manitou Restaurant Group, Inc. d/b/a Border Burger Bar 934 Manitou Avenue, Suite 102 Manitou Springs, CO 80829 todd@dormanrealestate.com accounting@halcyonrg.com Tavern (city) License No. 03-04051	<u>Licensee Mailing Address</u> Manitou Restaurant Group, Inc. d/b/a Border Burger Bar 2760 North Academy Boulevard, Suite 302 Colorado Springs, CO 80917 todd@dormanrealestate.com accounting@halcyonrg.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: _____
Allie Prichard



Memorandum

Title: Second Reading and Public Hearing of Ordinance No. 0126, An Ordinance of the City of Manitou Springs, Colorado, Adding a New Chapter 3.55 to the Manitou Springs Municipal Code to Implement a Cost Recovery Mechanism for Emergency and Non-Emergency Services Provided by the Manitou Springs Fire Department in Response to Accidents Involving Motor Vehicles

From: Fire Chief, Keith Buckmiller

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 20 Minutes

February 3, 2026

Purpose:

To hold a public hearing on the proposed ordinance that establishes a cost recovery mechanism for emergency and non-emergency services provided by the Manitou Springs Fire Department in response to motor vehicle accidents.

Background:

This ordinance was previously presented at the City Council's January 13 Work Session, during which Council received an overview of its intent, framework, and fiscal considerations. At the January 20 first reading, Council directed staff to revise the ordinance to expressly state that its provisions apply to accidents involving motor vehicles.

Fiscal Impact:

The fiscal impact is dependent on the number of qualifying emergency responses.

Workload Impact:

The impact on staff workload will be minimal. Staff will gather information on the scene and report it to the third party vendor for billing and collection.

Recommended Action:

Move to adopt Ordinance No. 0126, an ordinance of the City of Manitou Springs, Colorado, adding a new chapter 3.55 to the Manitou Springs Municipal Code to implement a cost recovery mechanism for emergency and non-emergency services provided by the Manitou Springs Fire Department in response to accidents involving motor vehicles.

ORDINANCE

AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, ADDING A NEW CHAPTER 3.55 TO THE MANITOU SPRINGS MUNICIPAL CODE TO IMPLEMENT A COST RECOVERY MECHANISM FOR EMERGENCY AND NON-EMERGENCY SERVICES PROVIDED BY THE MANITOU SPRINGS FIRE DEPARTMENT IN RESPONSE TO ACCIDENTS INVOLVING MOTOR VEHICLES

WHEREAS, the need for emergency and non-emergency services in the City continues to increase each year;

WHEREAS, environmental protection requirements and Homeland Security regulations involving equipment and training have created additional demands on all operational aspects of the City's fire department;

WHEREAS, the City's fire department has investigated different options for maintaining a high level of quality emergency and non-emergency services during these times of constantly increasing service demands, where effective responses by the fire department decreases the costs to insurance carriers, businesses, and individuals;

WHEREAS, timely and effective management of emergency situations saves lives and reduces property and environmental damage;

WHEREAS, raising real property taxes to meet the increase in service demands is not equitable when the party or parties responsible should be responsible for the costs of their actions; and

WHEREAS, the City Council of the City of Manitou Springs desires to implement a fair and equitable procedure to recover the costs of providing emergency and non-emergency services provided by the City's fire department solely in response to accidents involving motor vehicles and solely when the recovery is made from insurance policies of the party at fault, which shall include a billing system in accordance with applicable laws, regulations and guidelines.

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

Section 1: A new Chapter 3.55 is hereby added to the Manitou Springs Municipal Code to read as follows:

Chapter 3.55 – EMERGENCY AND NON-EMERGENCY FIRE DEPARTMENT SERVICES – COST RECOVERY FOR ACCIDENTS INVOLVING MOTOR VEHICLES

3.55.010 – Purpose.

The purpose of this Chapter is to capture a portion of the cost of emergency and non-emergency incident response services provided by the Manitou Springs Fire Department solely in response to accidents involving motor vehicles and solely when the recovery is made from insurance policies of the party at fault, which increase each year making it difficult for the City to cover the costs of providing high-quality response services from the fire department.

3.55.020 – Cost Recovery

A. The City shall recover the costs its fire department incurs in delivering emergency and non-emergency services solely in response to accidents involving motor vehicles and solely when the recovery is made from insurance policies of the party at fault, including without limitation the costs incurred by the fire department for personnel, supplies and equipment delivered to the scene of emergency and non-emergency incidents via any authorized legal means. The City Council shall, by resolution, set the fees to be charged to recover these fire department costs, which shall be based on actual costs of the services. The costs shall be consistent with those usually, customarily and reasonably incurred by other similarly situated fire departments delivering similar services.

B. The City may contract with third parties for the administration of the cost recovery program authorized by this Chapter, including without limitation, billing and collection services, which may include filing claims with the responsible parties through their insurance carriers.

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 20th day of January 2026.

/s/Elena Krebs

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the February 3, 2026 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: January 21, 2026. (in full)

City's Official Website and City Hall

Passed on second reading and adopted by Council this ____ day of _____ 2026.

Mayor, Natalie Johnson

Attest: _____
City Clerk, Elena Krebs

Published: _____, 2026 (in full)
City's Official Website and City Hall

MOTOR VEHICLE INCIDENTS

Level 1 - \$584.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$667.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$813.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,757.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$537.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of _____, 2026 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **City of Manitou Springs**, (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1

ENGAGEMENT

- 1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

- 2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

- 2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3

COMPANY STATUS AND QUALIFICATIONS

- 3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.
- 3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.
- 3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.
- 3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.
- 3.5. Ownership Interest: Company will have no ownership interest in Client.
- 3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.
- 3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:
- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4

GENERAL RESPONSIBILITIES OF COMPANY

- 4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.
- 4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.
- 4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.
- 4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.
- 4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.
- 4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.
- 4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5

COMPENSATION OF COMPANY

- 5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

- 5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6

OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement.

6.2 Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7

CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the

date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9

PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This

prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10

INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11

GENERAL PROVISIONS

11.1. Governing Law: This agreement shall be governed in all respects by the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Colorado).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and

administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville, CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

City of Manitou Springs
620 Manitou Ave.
Manitou Springs, CO 80829

with a copy to:

Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202-4260

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous

understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

- 11.6. Counterparts: This Agreement may be signed in several counterparts.
- 11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.
- 11.8. Waiver of Jury Trial; Exemplary Damages: The parties hereto hereby waive their rights to trial by jury with respect to any dispute arising under this agreement or any transaction document. No party shall be awarded punitive or other exemplary damages respecting any dispute arising under this agreement or any transaction document contemplated hereby.
- 11.9. Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.
- 11.10. Governmental Immunity: Client, 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 Client and its officers or employees.
- 11.11. Subject to Annual Appropriations: Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of Client not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of Client hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

Signatures on the following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.

a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

City of Manitou Springs

Signature: _____

Name (printed): _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incident. The Mitigation Rates as established by the Client's City Council annually or as adjusted by the City Council from time to time. Client shall immediately notify Company of the rates so established and Company shall adjust charges accordingly.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.



Memorandum

Title: Second Reading and Public Hearing of Ordinance No. 0226, An Ordinance of the City of Manitou Springs, Colorado, Amending Provisions in Chapter 12.04 of the Manitou Springs Municipal Code to Modify How Encroachments Into City Rights-Of-Way and Other City Owned or Controlled Property Are Processed For Review and Approval

From: Frederick Rollenhagen, Planning Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 30 Minutes

February 3, 2026

Purpose:

The purpose of this Ordinance is to identify a method in the Municipal Code for the City to consider and continue to allow encroachments onto City right-of-way or city property that are inadvertent and/or have existed for a long duration. The proposed definition of an "existing inadvertent encroachment" is; an encroachment into public property that exists due to an inadvertent and unintentional act of the current or prior property owner. In the current draft, all inadvertent existing encroachments would be heard and decided by City Council. In addition, this Ordinance cleans up Title 12 by clarifying the approval authority of the other types of encroachments that are identified under Title 12.

During the first reading, City Council requested some amendments to consider during the second reading. These included the requirement that all existing inadvertent encroachments be reviewed and decided upon by City Council. Additionally, an appeal process has been added for all encroachment types that are decided administratively.

Background:

Over the years, City staff has, on rare occasion, received requests from property owners to grant permission for an existing encroachment to continue to exist. In many scenarios, these encroachments consist of landscaping, but could also include small improvements, or portions of structures that were inadvertently constructed on city property. In many cases, these encroachments have existed for decades, especially prior to more modern survey and engineering requirements that currently help avoid such encroachments in development scenarios today.

For the most part, these types of encroachments are usually harmless or do not pose a threat to life or safety. Most of the time when permission is requested, it is because a property is being sold or transferred and a mortgage company or title company has



identified the unknown encroachment and has required its resolution prior to property transfer to assure ownership is clean. This usually means the property owner must obtain an easement or encroachment agreement from the city that formally and legally permits the encroachment. All encroachment requests undergo an internal review to ensure they do not create public safety concerns or that there will not be a future need for the property.

Fiscal Impact:

The amendment as drafted contains a compensation section (12.04.808(E)) that would allow the City to require compensation for the encroachment and charge fees for the application. This would allow the City to recoup any costs it incurs on considering the request, as well as compensation for the use of the city land/right-of-way itself.

Workload Impact:

Staff does not anticipate significant additional workload from the adoption of this Ordinance. Staff receives no more than 1 or 2 requests per year. It is common for municipalities to have a mechanism to consider and approve inadvertent encroachments. Generally, older cities and those with older neighborhoods will have a higher chance of encountering inadvertent encroachments due to the nature of developing land prior to more stringent survey and engineering requirements for development. This mechanism would also be helpful to address and resolve newly-uncovered encroachments during a proposed redevelopment or improvement of property that is making a larger redevelopment application.

Recommended Action:

Move to adopt Ordinance No. 0226, an ordinance of the City of Manitou Springs, Colorado, amending provisions in Chapter 12.04 of the Manitou Springs Municipal Code to modify how encroachments into city rights of way and other city-owned or controlled property are processed for review and approval.

ORDINANCE

AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO, AMENDING PROVISIONS IN CHAPTER 12.04 OF THE MANITOU SPRINGS MUNICIPAL CODE TO MODIFY HOW ENCROACHMENTS INTO CITY RIGHTS-OF-WAY AND OTHER CITY OWNED OR CONTROLLED PROPERTY ARE PROCESSED FOR REVIEW AND APPROVAL

WHEREAS, the City Council desires to establish a clear process for how encroachments into City rights-of-way and other City owned or controlled property are processed for review and approval to ensure all requests are treated fairly depending on the needs of the requesting party and City's interests.

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

Section 1: Section 12.04.020 of the Manitou Springs Municipal Code is hereby amended by the addition of a new definition to read as follows:

“Existing Inadvertent Encroachment” means an encroachment into City right-of-way or City owned or controlled property that exists due to an inadvertent and unintentional act of the current or prior property owner.

Section 2: A new subsection (F) is hereby added to Section 12.04.040 of the Manitou Springs Municipal Code to read as follows:

Permits for temporary encroachments shall be approved by the city administrator or the city administrator's designee.

Section 3: Subsection (A) of Section 12.04.050 of the Manitou Springs Municipal Code is hereby amended read as follows:

No person shall construct any minor encroachment, such as fences, private landscaping, or mailbox pillars, or place any object in the public right-of-way or public property without first obtaining a revocable license or easement agreement approved by the city. This section shall not include trash receptacles that are placed adjacent to the traveled lanes for removal on the scheduled date of pick-up.

Section 4: Subsection (C)(2) of Section 12.04.050 of the Manitou Springs Municipal Code is hereby amended read as follows:

Upon review by appropriate departments, the city shall prepare either a license agreement or an easement agreement depending upon the nature of the minor encroachment, the request of the applicant, and the requirements of the city.

Whether to require a license agreement or an easement and the form of those documents shall be at the sole discretion of the city. Minor encroachments in the public rights-of-way or public property shall be approved by the city administrator or the city administrator's designee; provided that if an easement is required for a minor encroachment, City Council approval of the easement shall be required.

Section 5: A new subsection (G) is hereby added to Section 12.04.060 of the Manitou Springs Municipal Code to read as follows:

Permits for major encroachments in the public rights-of-way or public property shall be approved by the city administrator or the city administrator's designee; provided that if an easement is required for a major encroachment, City Council approval of the easement shall be required.

Section 6: A new Section 12.04.080 is hereby added to the Manitou Springs Municipal Code to read as follows:

12.04.080 Existing inadvertent encroachments.

A. A property owner may seek authorization from the city for the continuation, but not expansion, of an existing inadvertent encroachment. The review and decision regarding whether to authorize the continuation of an existing inadvertent encroachment shall be made by the City Council. Each decision shall be based on the specific facts involved, and the City retains full authority to grant, deny, or condition authorization for the continuation of an existing inadvertent encroachment.

B. To seek authorization, the property owner shall submit a complete application to the City Planning Department on a form provided by the City, which shall include:

1. A diagram of the property involved showing the encroachment and measurements of the encroachment;
2. A written narrative explaining the circumstances that caused the encroachment and why the encroachment meets the definition of an existing inadvertent encroachment;
3. Photographs of the encroachment; and
4. Any other information requested by the Planning Department.

C. In reviewing the application, the City Council shall consider the following:

1. Whether the encroachment meets the definition of an existing inadvertent encroachment;

2. Whether the encroachment poses any hazard to pedestrians, vehicles, or the public in general;
3. The City's current and future need for the public property and the area where the encroachment exists;
4. The size of the area and the specific rights being requested by the property owner; and
5. Any other matter the City Council deems relevant in its sole discretion.

D. The City Council may, but shall not be required to, take comment from City Planning Department staff, the property owner, and the public. Regardless of a request by the applicant for a license, easement, or fee title for the encroachment, the City Council may grant authorization for the encroachment via any lawful method, including a license agreement, an easement agreement, or conveyance of fee title to the area where the encroachment exists, pursuant to any terms and conditions the City Council deems appropriate in its sole discretion. The City Council may also deny authorization for the encroachment. The City Council may, but shall not be required to, provide reasons for its decision.

Section 7: A new Section 12.04.090 is hereby added to the Manitou Springs Municipal Code to read as follows:

12.04.080 Appeals.

A. Notice of Decision. Notice of final administrative decisions by the City Administrator or the City's Administrator's designee shall be published on the City's official website.

B. Notice of Appeal. Any person may appeal to the City Council any final administrative decision by the City Administrator or the City's Administrator's designee under this Chapter by filing a written notice of appeal with the City Clerk. Appeals made to the City Council must be made in writing and filed with the City Clerk no later than ten (10) calendar days following publication of notice of the final administrative decision. The appellant must provide the required fee and a completed application form.

C. Stay of Decision. A perfected appeal shall operate as a stay of the administrative decision.

D. Failure to Pay Filing Fee or Meet Submittal Requirements. Any person pursuing an appeal shall be responsible for meeting the submittal requirements and deadline set forth in Subsection 2, above. Failure to pay any required fee or properly complete and provide any required form or complete information by

the appeal deadline shall be deemed a waiver of the right to appeal and a failure to exhaust administrative remedies.

E. Final Decision. Decisions of the City Council shall be final. Nothing set forth herein shall be deemed to make a decision by the City Council a quasi-judicial matter subject to appeal by the property owner. The City retains full discretion over the disposition and use of all public property and all decisions relating to encroachments shall be at the City Council's sole discretion.

Section 8. 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 9. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 10. This ordinance shall take effect five (5) days after publication following final passage.

Passed on first reading and ordered published this 20th day of January 2026.

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the February 3, 2026 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: January 21, 2026. (by title)

City's Official Website and City Hall

Passed on second reading and adopted by Council this ____ day of _____ 2026.

Mayor, Natalie Johnson

Attest: _____
City Clerk, Elena Krebs

Published: _____, 2026 (in full)
City's Official Website and City Hall

Chapter 12.04 WORK AND ENCROACHMENT ON CITY PROPERTY¹

Sections:

12.04.010 Purpose.

This chapter provides procedures and regulations for the placement of structures and infrastructure, construction, excavation, encroachments, and work activities within or upon any public right-of-way or other city property, and is intended to protect the integrity of city property. To achieve these purposes, it is necessary to require permits for temporary or continuing uses of the public rights-of-way and to establish permit procedures.

(Ord. No. 3917, § 1, 11-21-2017)

12.04.020 Definitions.

[For purposes of this chapter, the following terms shall have the following meanings:]

[“Existing Inadvertent Encroachment” means an encroachment into public property that exists due to an inadvertent and unintentional act of the current or prior property owner.](#)

"Minor encroachment" means an encroachment which does not impede vehicle or pedestrian traffic, effect the rights of the city or other third parties in the encroachment area. "Minor encroachments" are not required to be permanent in nature.

"Major encroachment" means any encroachment or work which is not a minor or temporary encroachment.

"Mobile vending" means peddling, vending, selling, serving, displaying, offering for sale or giving away services, goods, wares, merchandise, food, or beverages from a location without a fixed structure. "Mobile vending" includes, without limitation, offering services and goods from a mobile vending unit, a mobile food cart, tables, mats, or blankets.

"Public property" means any and all property, right-of-way or other real or personal property owned or controlled by a public entity, including the surface, underground and the airspace above such property.

"Right-of-way" means any public street, way, place, alley, sidewalk, utility easement, owned or controlled by the city, including the surface, underground and the airspace above such property.

"Temporary encroachment" an encroachment which is a minor encroachment and is not intended to remain in the public right-of-way or on public property for a period of longer than ninety days, except as provided for in this chapter.

"Work" means any labor performed on, or any use or storage of equipment or materials, including, but not limited to, construction of streets and all related appurtenances, fixtures, improvements, sidewalks, driveway openings, bus shelters, bus loading pads, street lights, and traffic signal devices. It shall also mean construction, maintenance, and repair of all underground structures such as pipes, conduit, ducts, tunnels, manholes, vaults,

¹Editor's note(s)—Ord. No. 3917, § 1, adopted Nov. 21, 2017, repealed the former Ch. 12.04, §§ 12.04.010—12.04.080, and enacted a new Ch. 12.04 as set out herein. The former Ch. 12.04 pertained to alteration of streets and other rights-of-way and derived from Ord. 8, Series 1946, §§ 1—3; Ord. 8, Series 1948, §§ 4—7; Ord. 0977, § 3(part), adopted 1997; and Ord. 4702, § 1, adopted 2002.

buried cable, wire, or any other similar structure located below surface, and installation of overhead poles and wires or conductors, used for any purpose.

(Ord. No. 3917, § 1, 11-21-2017)

12.04.030 Police powers.

The permittee's rights hereunder are subject to the police powers of the city, which include the power to adopt and enforce ordinances, including amendments to this section, necessary to the safety, health, and welfare of the public. The permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the city or any other legally constituted government unit having lawful jurisdiction over the subject matter hereof. The city reserves the right to exercise its police powers, notwithstanding anything in this section, any permit issued hereunder, any franchise, or any other permit to the contrary. Any conflict between the provisions of this chapter, any franchise or any permit and any other present or future lawful exercise of the city's police powers shall be resolved in favor of the latter.

(Ord. No. 3917, § 1, 11-21-2017)

12.04.040 Temporary encroachments—Permit required.

- A. Temporary encroachments may be placed on public streets or on public sidewalks. Placement that obstructs a public sidewalk shall require submission of plans for the provision of safe pedestrian movements. In no instance shall placement of a temporary encroachment cause the public street to become impassable for emergency or other vehicles. Sandwich board signs, as provided for in Chapter 15.16 of this code, shall not be considered temporary encroachments for purposes of this chapter.
- B. A permit for a temporary encroachment may be issued following submission and review of an application and payment of the fee as indicated in the following section to the city. The city may approve, conditionally approve, or deny an application for use of the public streets or sidewalks based on the recommendations and input from the police department, fire department, and streets department and consideration of the proposed location and time of year. In determining whether to grant a permit and the duration of a permit, consideration shall be given to pedestrian and vehicular sightlines, safety and movement, the impact on parking availability, and the impact on the neighboring properties, including visual impacts.
- C. An application for a permit shall be accompanied by a permit fee as established in the schedule of fees adopted by resolution of the city council.
- D. A permit for a temporary encroachment may be revoked by the city for any violation of this section.
- E. Special regulations for roll-off dumpsters and similar objects.
 - 1. Roll-off dumpster, storage pods or other similar objects may be permitted within the public right-of-way under this section only for as long as they are in active use in connection with construction, remodeling, or any other project.
 - 2. Notwithstanding any other provision in this chapter, the maximum duration of a permit under this subsection D shall be ninety days; unless an extended permit period is warranted upon demonstration of need due to the nature of the project (such as a large project that reasonably requires the placement of a storage pod for more than ninety days or unforeseen delays not the fault of the permit holder that require an extension of the initial permit expiration date). In no instance shall placement of a roll-off dumpster, storage pod, or other large immovable object under such a permit be used as a substitute for long-term or on-site trash or materials storage or disposal arrangements.

F. Permits for temporary encroachments shall be approved by the city administrator or the city administrator's designee.

(Ord. No. 3917, § 1, 11-21-2017)

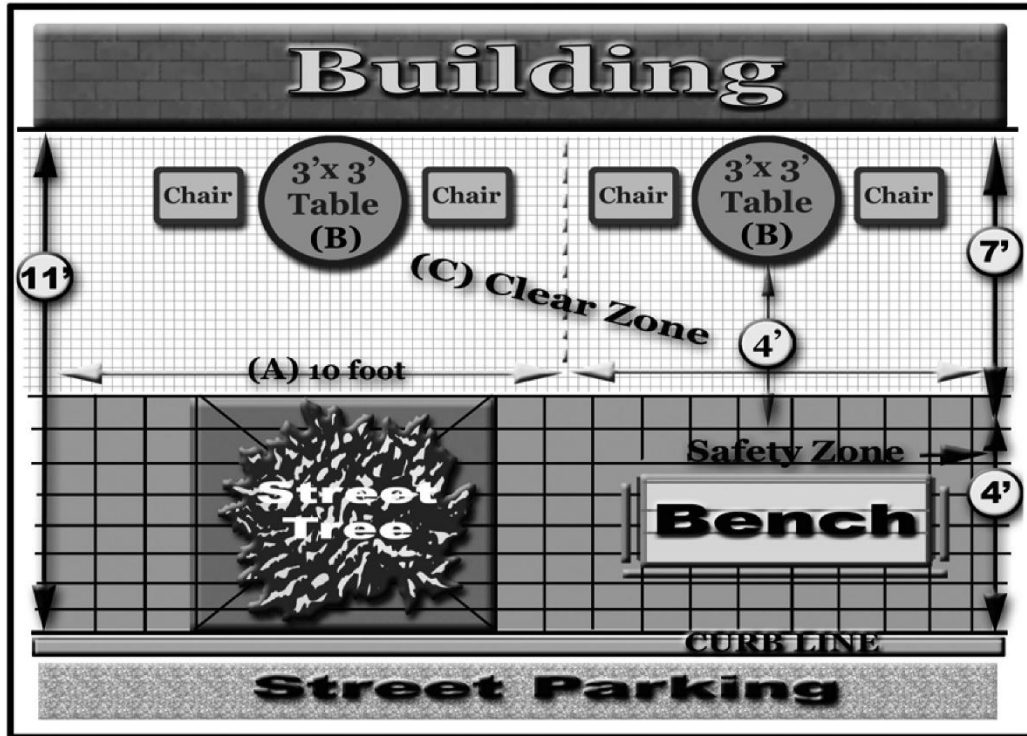
12.04.050 Minor encroachments—License agreement required.

- A. No person shall construct any minor encroachment, such as fences, private landscaping, or mailbox pillars, or place any object in the public right-of-way or public property without first obtaining a revocable license or easement agreement approved by the city. This section shall not include trash receptacles that are placed adjacent to the traveled lanes for removal on the scheduled date of pick-up.
- B. A fee for processing the revocable license agreement shall be set by city council resolution from time to time. The revocable license agreement granted by the city is revocable at will by the city.
- C. Application.
 - 1. An application for a minor encroachment shall be made on a form provided by the city. Upon submission of a complete application, the city shall forward copies of the applications to all appropriate departments for review and comment. The application shall be accompanied by any applicable fee.
 - 2. Upon approval-review by appropriate departments, the city shall prepare either a revocable-license agreement or an easement agreement~~to be signed first by the applicant and final signature by the city administrator~~ depending upon the nature of the minor encroachment, the request of the applicant, and the requirements of the city. Whether to require a license agreement or an easement and the form of those documents shall be at the sole discretion of the city. -Minor encroachments in the public rights-of-way or public property shall be approved by the city administrator or the city administrator's designee; provided that if an easement is required for a minor encroachment, City Council approval of the easement shall be required.
- D. Standards for Approval. A revocable license agreement may be issued if the application meets the following criteria:
 - 1. The proposed encroachment does not create an obstruction to vehicle, bicycle or pedestrian traffic in any way unless otherwise permitted in this section;
 - 2. The proposed encroachment does not infringe upon any easement rights held by the city, other public agencies or utilities;
 - 3. The proposed encroachment does not obstruct the vision clearance triangle;
 - 4. The proposed encroachment does not create or contribute to a safety hazard; and
 - 5. The proposed encroachment meets all standards and requirements of the city for location and improvements.
- E. Special regulations for outdoor displays, outdoor seating and mobile vending.
 - 1. Each business may have one outdoor display not to exceed a fifteen square foot footprint or one outdoor seating area consistent with rules found within this section.
 - 2. Placement of outdoor displays or seating on public property must provide a minimum four feet in which there will be no obstructions, known as the pedestrian clear zone. Within the downtown and commercial districts, no more than one foot of the pedestrian clear zone may be within the curbside paver brick amenity zone.
 - 3. Outdoor displays, benches and seating may not be permanently affixed to the public sidewalk.

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(Supp. No. 71, Update 2)

4. For outdoor seating, no more than one table or bench for every ten feet of linear frontage is permitted. Tables may not exceed three feet by three feet in size. Tables, chairs, benches and umbrellas must be placed along the front of the business so that a minimum pedestrian clear zone is maintained. No more than one foot of the four-foot clear zone may be within the paver brick safety zone. No tables or chairs are permitted within the paver brick safety zone, as shown below:



5. Consumption of alcohol is prohibited within the public right-of-way, including an approved outdoor seating area.
6. The business owner is responsible for the cleanliness and maintenance of the outdoor display area.
7. Between November 1 and April 1, all outdoor tables, displays, benches and seating must be removed from the public right-of-way between the hours of 8:00 p.m. to 8:00 a.m. to allow for snow and ice removal.
8. Approval for outdoor displays and seating shall be obtained in conjunction with the business' annual business license. Applicants will provide a sketch of the proposed seating area with dimensions, the location and size of the tables and chairs, and the proposed hours of operation of the outdoor seating area. The applicant must obtain the required permissions from CDOT prior to city approval, unless the city is given authorization to manage outdoor seating within CDOT right-of-way.
9. Mobile vending within the public right-of-way or on publicly owned property is prohibited, unless such vending is part of event as permitted pursuant to Chapter 12.24 of this code.

(Ord. No. 3917, § 1, 11-21-2017)

12.04.060 Major encroachments and work on public property—Permit required.

- A. No person except the city, or a person exempted by contract with the city, shall undertake or permit to be undertaken any major encroachment involving the construction, excavation, work and/or encroachment in

the public right-of-way or public property, or operate and maintain any utility within the right-of-way without first obtaining a permit from the city as set forth in this section. Each permit obtained, along with associated documents, shall be maintained on the job site and available for inspection upon request by the city. Provided, however, the city may waive a permit for minor repairs to existing sidewalks or driveways.

- B. No permittee shall perform construction, excavation, work in, or encroachment of an area larger or at a location different than that specified in the permit or permit application. When construction, excavation, or work is commenced under an approved permit, it becomes necessary to perform construction, excavation, or work in a larger or different area than originally requested under the application; the permittee shall notify the city immediately and within twenty-four hours shall file a supplementary application for the additional construction, excavation, or work.
- C. Permits for construction, excavation or work shall not be transferable or assignable and work shall not be performed in any place other than that specified in the permit. The applicant may subcontract the work to be performed under a permit provided that the holder of the permit obtains all insurance and financial security as required. The permittee shall be and remain responsible for the performance of the work under the permit. The physical construction of public improvements in new developments is the responsibility of the developer of the land. Ownership of those improvements remains with the developer of the land until acceptance by the city. Any person performing work on those improvements which are within a public way, or on an area proposed for dedication as a public right-of-way or utility easement, but prior to acceptance by the city, shall obtain a permit from the city, and permission from the owner of the improvements and the proposed public way. The permittee shall be financially responsible to the owner of the improvements to carry out all remedial work necessary to receive acceptance by the city of those improvements. This financial obligation shall apply only to the work in the public way done by the permittee.
- D. Any work or use of other city property, other than rights-of-way, may be allowed by the city only if it is appropriate in the city's discretion or authorized by other city ordinances or regulations. Such use may be subjected to the provisions of this section in addition to any other terms and conditions required by the city.
- E. Once the construction, excavation or work has been completed and accepted by the city, the permit shall run with the land, unless revoked by the city.
- F. The installation of utility and communications facilities in rights-of-way controlled by the Colorado Department of Transportation shall nonetheless require the city's approval, and compliance with applicable city ordinances.
- G. [Permits for major encroachments in the public rights-of-way or public property shall be approved by the city administrator or the city administrator's designee; provided that if an easement is required for a major encroachment, City Council approval of the easement shall be required.](#)

(Ord. No. 3917, § 1, 11-21-2017)

12.04.070 Major encroachments-Application and conditions.

- A. An applicant for a permit for a major encroachment to allow construction, excavation, work or encroachment in the public right-of-way or other public property under this section shall:
 - 1. File a written application made upon a form provided by the city, which will include information necessary or convenient for the administration and enforcement of this section, including, but not limited to, a statement that the applicant or its contractor is not delinquent in payments due to the city on prior work. A fee, payable upon application, for processing the permit shall be set by city council resolution from time to time.

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2. Attach copies of all permits or licenses (including required insurance, deposits, bonds, and warranties) required to do the proposed work, and to work in the public rights-of-way, if license or permits are required under the laws of the United States, the state of Colorado, or the ordinance or regulations of the city.
 3. Provide a satisfactory plan of work showing:
 - a. The date of commencement and completion of the construction, excavation or work;
 - b. A statement that such work will be performed in strict compliance with the requirements of this chapter;
 - c. Protection of the subject property and adjacent properties when the City determines such protection is necessary;
 - d. Protection of shade and ornamental plants and the restoration of turf when the city determines that damage may occur to such plants or turf;
 - e. A description and illustration or plan concerning the exact location, depth, length, width, surface area and nature of the construction, excavation, or work desired to be made, together with the location of any underground utilities within a radius of ten feet;
 - f. A satisfactory traffic control and erosion protection plan for the proposed construction, excavation, or work; and
 - g. List of all anticipated subcontractors.
- B. All permits issued for construction, excavation or work may be granted only for the time to complete the work. The applicant is required to renew the permit prior to the expiration of the permit.
- C. The permit shall be issued with terms and conditions as necessary and appropriate to implement this section and protect the public health, safety and welfare, including provisions for insurance, indemnification, a hold harmless and damage release for the city, warranty, and repair periods, requirements for as-built plans and requirements to reimburse the city for any costs it incurs as a result of relying on inaccurate "as-built" drawings submitted to the city.
- D. Indemnification. Any permittee who applies for a permit shall agree to indemnify and save harmless the city, its authorized agents, officers, representatives and employees from and against any and all claims, penalties, liability or loss resulting from claims or court actions, whether at law or in equity, arising directly or indirectly out of any act or omission of the contractor, his agents, officers, representatives or employees, in constructing, excavating or performing any work on any street, alley, sidewalk, public right-of-way or city-owned property.
- E. Insurance. The permittee shall post with the city certification of general liability insurance covering such excavation work. All insurance policies required in this section shall include complete operation coverage for a period of two years from the date of application for each permit. Failure to maintain such insurance shall not relieve any applicant from liability. Such proof of insurance shall contain a clause that the city shall be notified by the insurer not less than thirty days prior to any change in the policy or cancellation of such policy. All liability insurance shall be approved by the city attorney as to form. The minimum coverages required by the city include general liability insurance with minimum combined single limits of one million dollars each occurrence and one million dollars 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. All liability insurance shall be approved by the city attorney as to form.

F. Performance Bond.

1. Each permittee, before being issued a permit, shall provide the city, at the permittee's expense, with a performance bond in a form and amount approved by the city. The bond shall be in an amount equal to one hundred and fifteen percent of the city's estimate of the cost of restoration of the site of the construction, excavation or work. The cost of restoration shall include, without limitation, the removal of defective material, re-compaction of subgrade and base material and construction of surface improvements.
2. Only one bond is required for any number of permits, provided the bond has not been declared forfeit, or has not been reduced by the provisions of any other section of this chapter. The condition of such bond shall be that the permittee shall comply with all the ordinances and specifications of the city relating to excavating or working in any street, alley, sidewalk or other public right-of-way or city-owned property.
3. Such bond shall be approved by the city as to sufficiency and by the city attorney as to form, and shall remain in full force and effect for a period of two years from and after the date any excavation is made.
4. In the event of a breach of any of the conditions of the bond, the city shall give notice of same to the surety, shall cause to be remedied the condition wherein the bond is breached, and the city attorney shall bring action in the name of the city to recover the penalty of the bond, or so much thereof as may be necessary to reimburse all costs and expenses the city may have incurred incidental thereto.
5. No permit under this section shall be issued to any applicant whose bond, or any portion thereof, has been declared forfeit, unless and until such bond shall be reinstated or a new bond filed as provided in this chapter.
6. The provisions of subsections 1 through 5 of this section shall not apply to the holder of a valid franchise agreement with the city.

G. Time of Completion. All work covered by the permit shall be completed by the date stated on the application. Permits shall be void if work has not commenced within six months of issuance, and in such case, performance bonds shall be returned with any applicable administrative or city costs deducted.

H. Traffic Control.

1. When it is necessary to obstruct traffic, a detour plan shall be submitted to the city prior to starting construction. No permit will be issued until the plan is approved by the city. No permittee shall interrupt access to and from private property, block emergency vehicles, block access to fire hydrants, fire stations, fire escapes, water valve, underground vaults, valve housing structures, or any other vital equipment unless permission is obtained in writing from the owner of that facility, equipment or property.
2. If a street closing is desired, the applicant will request the assistance and obtain the approval of the city. It shall be the responsibility of the permittee to notify and coordinate all work in the public way with police, fire, ambulance, transit organizations, and affected property owners at least twenty-four hours in advance. When necessary for public safety, the permittee shall employ flag persons whose duties shall be to control traffic around or through the construction site. The use of flag persons may be required by the city and traffic control devices, as defined in Part VI of the Manual on Uniform Traffic Control Devices, must be used whenever it is necessary to close a traffic lane or sidewalk.

I. Minimizing the Impact of Work in the Right-of-Way.

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1. Relocation and Protection of Utilities. Before any permittee begins excavation in any public way, he shall contact the Utility Notification Center of Colorado and make inquiries of all ditch companies, utility companies, districts, municipal departments, and all other agencies that might have facilities in the area of work to determine possible conflicts. The permittee shall contact the Utility Notification Center of Colorado and request field locations of all facilities in the area at least seventy-two hours in advance. Field locations shall be marked prior to commencing work. The permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus, which may be affected by the work from damage during construction or settlement of trenches subsequent to construction.
 2. Noise, Dust, Debris, Hours of Work. Each permittee shall conduct work in such manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. In the performance of the work, the permittee shall take appropriate measures to reduce noise, dust, and unsightly debris. No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., nor at any time on Sunday, except with the written permission of the city, or in case of an emergency.
 3. Trash and Construction Materials. Each permittee shall maintain the work site so that:
 - a. Trash and construction materials are contained so that they are not blown off of the construction site;
 - b. Trash is removed from the construction site often enough so that it does not become a health, fire, or safety hazard; and
 - c. Trash dumpsters and storage or construction trailers are not placed in the street without specific approval of the city.
 4. Deposit of Dirt and Materials on Roadways. Each permittee shall comply with the requirements to eliminate the tracking of mud or debris upon any street or sidewalk and work shall be performed so as to permit the free passage of water in the gutter and the passage of pedestrians on the sidewalk. Equipment and trucks used during construction, excavation, or work activity shall be cleaned of mud and debris prior to leaving the work site.
 5. Protection of Trees and Landscaping. Each permittee shall protect trees, landscape, and landscape features as required by the city. All protective measures shall be provided at the expense of the permittee.
 6. Protection of Paved and Improved Surfaces from Equipment Damage. Backhoe equipment outriggers shall be fitted with rubber pads whenever outriggers are placed on any paved surface. Tracked vehicles with grousers are not permitted on paved or improved surfaces unless specific precautions are taken to protect the surface. The permittee will be responsible for any damage caused to the surfaces by the operation of such equipment and shall repair such surfaces. Failure to do so will result in the use of the applicant's performance security by the city to repair any damage, and possibly, the requirement of additional warranties.
 7. Protection of Property. Each permittee shall protect from injury any adjoining property by providing adequate support and taking other necessary measures. The permittee shall, at his own expense, shore up and protect all buildings, walls, fences, or other property likely to be damaged during the work, and shall be responsible for all damage to public or private property resulting from failure to properly protect and carry out work in the public way.
 8. Clean-up. As the work progresses, all public rights-of-way and private property shall be thoroughly cleaned of all rubbish, excess dirt, rock, and other debris. All clean-up operations shall be done at the expense of the permittee.
 9. Preservation of Monuments. Each permittee shall not disturb any surface monuments or survey hubs and points found on the line or work unless approval is obtained from the city. Any monuments, hubs,

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- and points disturbed will be replaced by a Colorado Registered Land Surveyor at the permittee's expense.
10. Each permittee shall make provisions for employee and construction vehicle parking so that neighborhood parking adjacent to a work site is not impacted.
 11. Each permittee shall maintain an adequate and safe, unobstructed walkway around a construction site or blocked sidewalk in conformance with city building codes.
 12. Each permittee shall clear all snow and ice hazards from public sidewalks at the work site by noon following a snowfall.
 13. The permittee shall provide adequate sanitary facilities.
- J. Standards and Specifications. The permittee shall be fully responsible for the cost and actual performance of all work in the public way. The permittee shall do all work, including restoration and repair of unpermitted disturbances, in conformance with any and all construction specifications, and the city's minimum standards and specifications. These standards shall apply to all work in the public way unless otherwise indicated by the permit.
- K. Location and Relocation of Facilities.
1. The location of the permittee's facilities shall be subject to the prior approval of the city, shall be located to maximize the potential use of the right-of-way, minimize interference with the city's use and facilities, and conform to requirements of city standards and specifications.
 2. The city recognizes that it is within its police power as a home rule municipality to preserve the physical integrity of its streets and highways, control the orderly flow of vehicles and pedestrians, and efficiently manage the gas, electric, water, cable, broadband, telephone, and other facilities that crisscross its streets and public rights-of-way. It is the city's policy to efficiently use public rights-of-way for a variety of infrastructure and utilities in order to provide public services; advance the city's goal of increasing opportunities for access to traffic control, communication, and broadband services; limit the frequency of street closures and cutting of public streets; and reduce road degradation caused by repeated boring and trenching of public rights-of-way. To this end, the city requires all person proposing work under this section that involve directional boring or open trenching within a public right-of-way that extend for more than one hundred feet in length to collocate and install city conduit simultaneously with the work proposed. The city will review all permit applications in a competitively neutral manner and make all permit decisions based on substantial evidence. The city may, upon initial review of the permit application, determine that the proposed work does not demonstrate a need for collocation of city infrastructure.
 3. For any work that requires collocation of city conduit, the city shall, as a condition of the issuance of the permit or continued validity of a permit, require the permittee to install city conduit with tracer wire and associated infrastructure, as identified by the city, concurrent with the installation of the permittee's infrastructure. The requirement for the permittee to install city conduit with tracer wire and the associated infrastructure shall be completed after the city has reviewed and approved all estimated costs associated with the co-location of the city conduit. The permittee shall install the city conduit with tracer wire adjacent to the permittee's infrastructure and within the same bore or trench alignment. The city will bear all costs associated with the city conduit, pull boxes, and all other materials and infrastructure to be installed and the incremental increased costs incurred by the permittee (or its contractor or subcontractor) that are reasonably and directly attributable to the required co-location of city conduit, materials and infrastructure.
 4. When a collocation of city conduit is required, this completion inspection shall include physical verification of the installed city conduit. The permittee may be required to submit signed as-built documentation of the city's conduit to the city if physical verification of the city conduit is not possible.

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5. If at any time the city requests the permittee to relocate its facilities in order to allow the city to make any use of rights-of-way, or if at any time it shall become necessary or convenient to move or change the permittee's facilities within or adjacent to streets or rights-of-way in any manner, either temporarily or permanently, because of a change in the grade or by reason of the improving, repairing, constructing, or maintaining of any street or rights-of-way, by reason of traffic conditions, public safety, by reason of installation of any type of city utility facilities or other improvement, or by reason of any program from the undergrounding of such facilities, the city shall notify the permittee at least ninety days in advance, except in the case of emergencies, of the city's intention to perform or have such work performed. The permittee shall thereupon, at its sole cost and expense, accomplish the necessary relocation, removal, or change within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the city has notified the permittee that it intends to commence its work or immediately in the case of emergencies. Upon the permittee's failure to accomplish such work, the city may perform such work at the permittee's expense and the permittee shall reimburse the city within thirty days after receipt of a written invoice. Following relocation, all affected property shall be restored to, at a minimum, the condition which existed prior to construction by the permittee at the permittee's expense, and revised as-built plans submitted to the city.
 6. The city may require the relocation of facilities which are not installed in the approved location or corridor following the procedures set out in (4) above.
- L. Emergency Procedures. Any person maintaining facilities in the public way may proceed with repairs upon existing facilities without a permit when emergency circumstances demand that the work be done immediately. Emergency work is defined to mean any work necessary to restore water, sewer, gas, phone, and electric facilities. Repairs on other facilities in the public way may also be administratively classified as emergency by the city. The person doing the work shall apply to the city for a permit on the first working day after such work has commenced. All emergency work will require prior telephone notification to the city police department and the appropriate fire protection agency.
- M. Issuance of Permits. The city shall issue permits for work and encroachment under this section for an application that conforms with the requirements of this section.
- N. Revocation of Permits.
1. Any permit may be revoked or suspended by the city after notice to the permittee for:
 - a. Violation of any condition of the permit or of any provision of this section.
 - b. Violation of any provision of any other ordinance of the city or state law relating to the work.
 - c. Existence of any condition or performance of any act which the city determines does constitute or cause a condition endangering life or damage to property.
 2. Suspension or revocation by the city and a stop work order shall take effect immediately upon notice to the person performing the work in the public way, or to the permittee's last known address.
 3. A stop work order may be issued by the city to any person or persons doing or causing any work to be done in the public way without a permit, or in violation of any provision of this section, or any other ordinance of the city.
 4. Any stop work or suspension order or revocation of any permit may be appealed by the permittee to the city administrator by filing a written notice of appeal within ten days of the order or revocation.
 5. Notice of revocation of an encroachment permit shall be sent by the city to the permittee at the address provided in the application. Revocation of the permit shall be effective ten days after the date of the notice. Permittee shall be obligated to remove the encroachment within thirty days of the effective date of the revocation.

O. Administration and Enforcement.

1. Any person who violates any provision of this Chapter 12.04 is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in an amount that does not exceed the maximum fine provided for in Chapter 1.16. The city may also maintain an action in a court of competent jurisdiction to enjoin any violation of this chapter, or of any permit issue pursuant hereto.
2. The city shall refuse to issue a permit under this chapter to any person who shall have suffered two convictions hereunder within a period of five years from the date of the first or former conviction, for a period of at least one year after such second conviction.

(Ord. No. 3917, § 1, 11-21-2017)

12.04.080 Existing inadvertent encroachments.

A. A property owner may seek authorization from the city for the continuation, but not expansion, of an existing inadvertent encroachment. The review and decision regarding whether to authorize the continuation of an existing inadvertent encroachment shall be made by the City Council. Each decision shall be based on the specific facts involved, and the City retains full authority to grant, deny, or condition authorization for the continuation of an existing inadvertent encroachment.

B. To seek authorization, the property owner shall submit a complete application to the City Planning Department on a form provided by the City, which shall include:

1. A diagram of the property involved showing the encroachment and measurements of the encroachment;
2. A written narrative explaining the circumstances that caused the encroachment and why the encroachment meets the definition of an existing inadvertent encroachment;
3. Photographs of the encroachment; and
4. Any other information requested by the Planning Department.

C. In reviewing the application, the City Council shall consider the following:

1. Whether the encroachment meets the definition of an existing inadvertent encroachment;
2. Whether the encroachment poses any hazard to pedestrians, vehicles, or the public in general;
3. The City's current and future need for the public property and the area where the encroachment exists;
4. The size of the area and the specific rights being requested by the property owner; and
5. Any other matter the City Council deems relevant in its sole discretion.

D. The City Council may, but shall not be required to, take comment from City Planning Department staff, the property owner, and the public. Regardless of a request by the applicant for a license, easement, or fee title for the encroachment, the City Council may grant authorization for the encroachment via any lawful method, including a license agreement, an easement agreement, or conveyance of fee title to the area where the encroachment exists, pursuant to any terms and conditions the City Council deems appropriate in its sole discretion. The City Council may also deny authorization for the encroachment. The City Council may, but shall not be required to, provide reasons for its decision.

E. Compensation. Depending on the nature of the encroachment, the rights approved by the City Council, and any other factor the City Council deems relevant, the City may require compensation for the encroachment, which shall be the City's estimate of the fair market value of the property rights the City has approved granting to authorize the encroachment. In addition, the City may charge a fee for an application, the amount of which shall

be determined by the City Council and included in the City's fee schedule. Finally, the City may require payment of the costs incurred by City for any consultants engaged by the City to review the application, advise the City, and prepare any necessary documents, including without limitation, the costs of legal counsel, engineers, and surveyors.

12.04.080 Appeals.

A. Notice of Decision. Notice of final administrative decisions by the City Administrator or the City's Administrator's designee shall be published on the City's official website.

B. Notice of Appeal. Any person may appeal to the City Council any final administrative decision by the City Administrator or the City's Administrator's designee under this Chapter by filing a written notice of appeal with the City Clerk. Appeals made to the City Council must be made in writing and filed with the City Clerk no later than ten (10) calendar days following publication of notice of the final administrative decision. The appellant must provide the required fee and a completed application form.

C. Stay of Decision. A perfected appeal shall operate as a stay of the administrative decision.

D. Failure to Pay Filing Fee or Meet Submittal Requirements. Any person pursuing an appeal shall be responsible for meeting the submittal requirements and deadline set forth in Subsection 2, above. Failure to pay any required fee or properly complete and provide any required form or complete information by the appeal deadline shall be deemed a waiver of the right to appeal and a failure to exhaust administrative remedies.

E. Final Decision. Decisions of the City Council shall be final. Nothing set forth herein shall be deemed to make a decision by the City Council a quasi-judicial matter subject to appeal by the property owner. The City retains full discretion over the disposition and use of all public property and all decisions relating to encroachments shall be at the City Council's sole discretion.



Memorandum

Title: Consideration of Resolution No. 0726, A Resolution Adopting An Updated Universal Fee Schedule

From: Rebecca Davis, CPFO, Finance Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 30 Minutes

February 3, 2026

Purpose:

The attached resolution is submitted for your consideration and adoption. It updates the City's comprehensive fee schedule to improve operational efficiency, enhance cost-recovery efforts, and maintain alignment with regional standards.

Background:

In 2015, City Council implemented a new fee-setting structure by approving Ordinance 0215, which allowed the approval of fees within a Universal Fee Schedule by Resolution, for all the fees set forth within the Manitou Springs Municipal Code. This fee schedule is updated as needed and at year-end for the next year's fees.

Summary of Fee Adjustments

• Fire Department Fees (pgs. 9&10 of 31 of the fee schedule)

The schedule incorporates new fire-related fees established under Ordinance 0126. These updates support implementation of revised fire safety requirements and ensure appropriate cost recovery for associated services.

• City Clerk Fees (pg. 2 of 31 of the fee schedule)

Several City Clerk fees have been adjusted to better reflect the staff time required to process applications. The revised amounts more accurately represent the administrative effort involved.

• Finance Department Fees (pgs 7&8 of 31 of the fee schedule)

Finance-related fees have increased by 3% to account for inflationary impacts on service delivery and operational costs.

• Other Departmental Fees

Neighborhood Services (pg 18 of 31 of the fee schedule)

Parks and Recreation (pgs 18-22 of 31 of the fee schedule)

Planning Department (pgs 22-26 of 31 of the fee schedule)



Additional adjustments have been made across various departments to account for inflation, workload demands, and consistency with fee structures in neighboring communities. These updates help maintain regional alignment while ensuring continued cost recovery for City services.

- **Mobility and Parking**

Since adopting the progressive parking policy, staff have not conducted a comprehensive review of related fees and best practices. Over the past several months, we have heard community concerns about the progressive parking policy and are exploring possible changes that meet the needs of residents, businesses, and visitors. Staff will present proposed changes that address these concerns for Council's review by mid-March.

Fiscal Impact:

An increase in revenues will be seen but the exact amount is, as yet, undetermined.

Workload Impact:

Department Heads and staff contributed time toward this document.

Recommended Action:

Move to adopt Resolution No. 0726, A Resolution Adopting an Updated Universal Fee Schedule.

RESOLUTION

A RESOLUTION ADOPTING AN UPDATED UNIVERSAL FEE SCHEDULE

WHEREAS, on February 3, 2015, the City Council adopted Ordinance No. 0215, which revised all fee setting provisions within the City's Code to reflect that City fees shall hereafter be set by resolution of the City Council;

WHEREAS, on October 20, 2015, to implement the new fee setting structure outlined in Ordinance No. 0215, the City Council approved Resolution 4315 to adopt a universal fee schedule for all of the fees set forth within the Manitou Springs Municipal Code; and

WHEREAS, the City Council desires to update the universal fee schedule via the enactment of this Resolution.

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

SECTION 1: The City hereby adopts the Manitou Springs Universal Fee Schedule attached hereto as **Exhibit A** and incorporated herein as though fully set forth, and the previous fee schedule adopted by Resolution No. 1525 is hereby repealed in its entirety as of February 3, 2026.

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

Adopted at the meeting of the City Council of the City of Manitou Springs, Colorado, on this 3rd day of February 2026 and effective February 4, 2026.

Mayor and Council:

By: _____
Natalie Johnson, Mayor

Attest:

Elena Krebs, City Clerk

DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
AQUATIC & FITNESS CENTER			
POOL FEES	FEE/FINE		COMMENTS
Daily Rates	\$ 6.25		Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*
	\$ 9.50		Adults (18+)
	\$ -		2 & under (1 free per paid adult)
Punch Cards - 10 punch	\$ 41.00		Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers
	\$ 66.00		Adults (18+)
Punch Cards - 20 punch	\$ 62.00		Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*
	\$ 110.00		Adults (18+)
Membership			
	\$ 119.00		Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*
	\$ 194.00		Adults (18+)
	\$ 438.00		Family *Family discount calculated based on individual membership
Pass Cards - 6 months	\$ 209.00		Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*
	\$ 297.00		Adults (18+)
	\$ 607.00		Family *Family discount calculated based on individual membership
Pass Cards - 12 months	\$ 357.00		Seniors (60+) / Youth / Disabled / Military / Police / Fire / Teachers*
	\$ 581.00		Adults (18+)
	\$ 938.00		Family *Family discount calculated based on individual membership
Family Memberships: Family (Prices based on 2 adults and 2 children) Each additional family member will be 50% off of the 3, 6 or 12 month individual membership fee based on their age group. This fee will be added to the total price of the Family Membership fee.			
Public Swim Lessons	\$ 66.00		1-Session, 8 Classes
Pool Rentals			
25 Yard Pool	\$ 9.00		Single Lane Rental
	\$ 94.00		Non-Private Rental During Normal Hours
	\$ 165.00		Private Rental After Hours
Kiddie Pool	\$ 55.00		Non-Private Rental During Normal Hours
	\$ 110.00		Private Rental After Hours
Multipurpose Room	\$ 44.00		Non-Private Rental During Normal Hours
	\$ 94.00		Private Rental After Hours
Birthday Party	\$ 315.00		Non-Private Birthday Party (During Open Swim Only)
	\$ 615.00		Private Birthday Party (After Hours) Includes Pizza
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
Youth Swim Team	\$ 54.00		Off Season (2X Week) - Per month fee

	\$ 96.00		Summer Season (4X Week) - Per month fee
Masters Swim Team	\$ 54.00		2x/Week Per Month
	\$ 78.00		3x/Week Per Month
	\$ 12.00		Drop-In Fee
CITY CLERK'S OFFICE			
CITY CLERK FEES	FEE / FINE		COMMENTS
Alcohol Affidavit	\$ 35.00		
Application Fee	\$ 35.00		Note: base fee for all application documents. Some application fees may be higher based on type of application.
Certified Copies	\$ 20.00		Per document (does not include copies or printout fees)
Notary Fee	\$ 5.00		Per Notary Public signature; not to exceed \$15
Request for Noise Variance	\$ 35.00	\$ 40.00	Application Fee - On-Line Form (Public Events/Private Events/Construction)
Memorial Placements	\$ 35.00	\$ 40.00	Application Fee
Resolution #2314 Public Records Policy			Based upon State Regulations
A. Copies, Printouts, Photographs, and Other Materials	\$ 0.25		Per page - public record copies
	\$ 17.00		Per recording - audio recordings
	\$ 83.00		Per recording - 911 recordings
B. Research and Retrieval Time	\$ -		First hour of research and retrieval time
	\$ 41.37		Each additional hour after the first hour
	\$ 41.37		Requests under the CCJRA per hour for search and retrieval of criminal justice records. Matches CORA amount.
LIQUOR LICENSE FEES	FEE / FINE		COMMENTS
Fermented Malt Beverage License - Off Premises	\$ 1,000.00		New City Application
	\$ 3.75		New City License
	\$ 1,003.75		Total City New License Fees
	\$ 750.00		Transfer City Application
	\$ 3.75		Transfer City License
	\$ 753.75		Total City Transfer License Fee
	\$ 100.00		Renewal City Application
	\$ 3.75		Renewal City License
	\$ 103.75		Total City Renewal License Fee
Arts License	\$ 1,000.00		New City Application
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	\$ 41.25		New City License
	\$ 1,041.25		Total City New License Fees
	\$ 750.00		Transfer City Application
	\$ 41.25		Transfer City License
	\$ 791.25		Total City Transfer License Fee

	\$ 100.00	Renewal City Application
	\$ 41.25	Renewal City License
	\$ 141.25	Total City Renewal License Fee
Retail Establishment Permit	\$ 100.00	New City Application
	\$ 25.00	New City License
	\$ 125.00	Total City New License Fees
Bed and Breakfast Permit	\$ 100.00	New City Application
	\$ 25.00	New City License
	\$ 125.00	Total City New License Fees
	n/a	Transfer City Application
	n/a	Transfer City License
	n/a	Total City Transfer License Fee
	\$ -	Renewal City Application
	\$ 25.00	Renewal City License
	\$ 25.00	Total City Renewal License Fee
Beer and Wine License	\$ 1,000.00	New City Application
	\$ 48.75	New City License
	\$ 1,048.75	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 48.75	Transfer City License
	\$ 798.75	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 48.75	Renewal City License
	\$ 148.75	Total City Renewal License Fee
Brew Pub License	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Club License	\$ 1,000.00	New City Application
	\$ 41.25	New City License
	\$ 1,041.25	Total City New License Fees
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
	\$ 750.00	Transfer City Application
	\$ 41.25	Transfer City License
	\$ 791.25	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 41.25	Renewal City License
	\$ 141.25	Total City Renewal License Fee
Liquor Licensed Drugstore	\$ 1,000.00	New City Application

	\$ 22.50	New City License
	\$ 1,022.50	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 22.50	Transfer City License
	\$ 772.50	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 22.50	Renewal City License
	\$ 122.50	Total City Renewal License Fee
Distillery Pub	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total New City License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Hotel and Restaurant License	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total New City License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Hotel and Restaurant License with Optional Premises	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 175.00	Total City Renewal License Fee
	\$ 75.00	New City License
	\$ 1,075.00	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Lodging and OR Entertainment License (Separate Licenses)	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total New City License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee

	\$ 100.00	Renewal City Application
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Optional Premises License	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Retail Liquor Store License	\$ 1,000.00	New City Application
	\$ 22.50	New City License
	\$ 1,022.50	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 22.50	Transfer City License
	\$ 772.50	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 22.50	Renewal City License
	\$ 122.50	Total City Renewal License Fee
Special Event(Fermented Malt Beverage) - Fees are per event - Cannot transfer or renew	\$ 100.00	City Application
		City License
	\$ 100.00	Total City License Fees
Special Event (Liquor)	\$ 100.00	City Application- fees are per event - cannot transfer or renew
	\$ -	City License
	\$ 100.00	Total City License Fees
Tavern License	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total City New License Fees
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License
	\$ 825.00	Total City Transfer License Fee
	\$ 100.00	Renewal City Application
	\$ 75.00	Renewal City License
	\$ 175.00	Total City Renewal License Fee
Vintner's Restaurant License	\$ 1,000.00	New City Application
	\$ 75.00	New City License
	\$ 1,075.00	Total City New License Fees
	\$ 750.00	Transfer City Application
	\$ 75.00	Transfer City License

	\$ 825.00	Total City Transfer License Fee	
	\$ 100.00	Renewal City Application	
	\$ 75.00	Renewal City License	
	\$ 175.00	Total City Renewal License Fee	
Application Fee for New License with Concurrent Review	\$ 1,000.00	New City Application	
	\$ -	New City License	
	\$ 1,000.00	Total City New License Fees	
Application Fee for Additional Liquor-Licensed Drugstore with Concurrent Review	\$ 1,000.00	New City Application	
	\$ -	New City License	
	\$ 1,000.00	Total City New License Fees	
Application Fee for Transfer of Ownership	\$ 750.00	City Application	
	\$ -	City License	
	\$ 750.00	Total City New License Fees	
Application Fee for Additional Liquor-Licensed Drugstore	\$ 1,000.00	City Application	
	\$ 22.50	City License	
	\$ 1,022.50	Total City New License Fees	
Change of Location	\$ -	City Application	
	\$ 750.00	City License	
	\$ 750.00	Total City License Fees	
Change of Trade / Corporate Name	\$ -	City Application	
	\$ -	City License	
	\$ -	Total City License Fees	
Corporation / LLC Change - per person	\$ -	City Application	
	\$ 100.00	City License	
	\$ 100.00	Total License Fees	
Duplicate License	\$ -	City Application	
	\$ -	City License	
	\$ -	Total License Fees	
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
Expansion / Add Optional Premises (to existing Hotel & Restaurant License)	\$ -		City Application
	\$ -		City License
	\$ -		Total License Fees
Hotel / Tavern Manager's Registration	\$ -		City Application
	\$ 75.00		City License
	\$ 75.00		Total License Fees
Late Renewal Application Fee	\$ 500.00		City Application
	\$ -		City License
	\$ 500.00		Total License Fees
Application Reissue Fee (more than 90 days but less than 180 days of license expiration date)	\$ 500.00		City Fee

Application Reissue Fine (more than 90 days but less than 180 days of license expiration date)		\$25/day	City Fee-Beyond 90-day expiration date
Mini-Bar Permit (with Hotel & Restaurant License)	\$ -		City Application-Fee directed by State Law
	\$ 48.75		City License
	\$ 48.75		Total City License Fees
Modification of Premises	\$ -		City Application
	\$ 150.00		City License
	\$ 150.00		Total City License Fees
Temporary Permit	\$ 100.00		City Application
	\$ -		City License
	\$ 100.00		Total City License Fees
COURT MUNICIPAL (JUDICIAL DEPARTMENT)			
Jury Fee			See: C.R.S. 13-10-114(3) if not assigned by Council
1.32.120 Docket Fee AKA Court Costs	\$ 30.00		
Law Enforcement Special Revenue Fund	\$ 45.00		
See Fine Schedule- EXCEPT Parking offenses; Section 10.04.010			
FINANCE DEPARTMENT			
BUSINESS LICENSE FEES		FEE / FINE	
Ch 5.04.030 General Business License - Non Retail	\$ 72.00	\$ 74.00	New - Micromobility business license falls in this category per Finance Director. 5% excise to be paid monthly, Ebikes subject to 3.8% use tax per Finance Director.
	\$ 44.00	\$ 46.00	Renewal
Ch 5.04.030 General Business License - Retail	\$ 134.00	\$ 139.00	New
	\$ 62.00	\$ 64.00	Renewal
Ch 5.05.010 Entertainment & Amusement	\$ 134.00	\$ 139.00	New
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	\$ 25.00	\$ 26.00	Plus Additional per entertainment / amusement - New
	\$ 72.00	\$ 75.00	Renewal
	\$ 19.00	\$ 20.00	Plus Additional per entertainment / amusement - Renewal
Ch 5.05.020 Restaurant	\$ 134.00	\$ 139.00	New
	\$ 62.00	\$ 64.00	Renewal
Ch 5.05.030 Service Station	\$ 134.00	\$ 139.00	New
	\$ 62.00	\$ 64.00	Renewal
Ch 5.05.040 Horse Drawn Vehicles and Pedicabs	\$ 134.00	\$ 139.00	New
	\$ 62.00	\$ 64.00	Renewal
Ch 5.07 Massage Establishment	\$ 134.00	\$ 139.00	New
	\$ 62.00	\$ 64.00	Renewal
Ch 5.08 & Ch. 5.09 Medical and Retail Marijuana			In addition to Planning fees (see Planning Dept section) a general business retail license is required (see Ch. 5.04.030)
Ch 5.10 Non-Cigarette Tobacco Product Retail	\$ 184.00	\$ 190.00	New

	\$ 174.00	\$ 180.00	Renewal
Ch 18.40 Home Occupation	\$ 50.00	\$ 52.00	New
	\$ 32.00	\$ 34.00	Renewal
OTHER FINANCE FEES		FEE / FINE	COMMENTS
Ch 3.04 Collection fee	20.00%	23.50%	When unpaid & overdue amounts owed to the City are referred to a collection agency, this additional percentage will be added
Unaltered dog/cat/potbellied pig	No Fee		Unaltered guide dogs used by the blind, partially blind, deaf or partially deaf
1-year license	\$ 35.00		
3-year license	\$ 75.00		
1-year license	\$ 20.00		Citizens over 65 years of age
3-year license	\$ 55.00		Citizens over 65 years of age
Altered dog/cat/potbellied pig			Unaltered guide dogs used by the blind, partially blind, deaf or partially deaf
1-year license	\$ 20.00		
3-year license	\$ 40.00		
1-year license	\$ 10.00		Citizens over 65 years of age
1-year license	\$ 25.00		Citizens over 65 years of age
Late Fee \$ 20.00			Late renewal fee in addition to license fee (30 days after license expiration)
Ch 7.08 Kennel License	\$ 300.00	\$ 310.00	
FIRE DEPARTMENT			
PROTECTION AGAINST FIRE & FIRE		FEE / FINE	COMMENTS
REVIEW FEES			
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
6.32.030 Fire inspection, plan reviews, & permits			When unpaid & overdue amounts owed to the City are referred to a collection agency, these additional charges will be added.
Special Attendance	\$ 90.00	\$ 93.00	Per hour, 2 hour minimum
Pre-plan Submittal Consult	\$ 80.00	\$ 88.00	Per hour, 2 hour minimum
Inspections			
Re-inspection after failed inspection	\$ 55.00	\$ 57.00	Per hour, 2 hour minimum
Special Permits	\$ 75.00	\$ 78.00	Effective for one year; 1) Bonfires, rubbish fires, or open burning; 2) Explosives & blasting caps; 3) Dry-cleaning plants; 4) Fireworks; 5) Installations alteration, removal, abandonment, retirement from service or other disposal of flammable or combustible-liquid tanks; 6) Erecting or operating a tent or air-supported structure covering an area in excess of 200 sq. feet unless used exclusively for camping.
Structure Permit Fee for Public Events	\$ 28.00	\$ 30.00	Per structure (tents, canopies, etc...)

	Permit / Inspection	2 x Permit / Inspection Fee	Investigation (work without a permit), per incident	
	Operational Permits - Special Events and Fairs	\$ 90.00	\$ 93.00	Review of street closures less than 3 blocks (all directions) - (1 Plan Review)
		\$ 262.00	\$ 270.00	Review and inspection of street closures 3 - 6 blocks (all directions - (1 Plan Review + 2 inspections)
		\$ 393.00	\$ 405.00	Review and inspection of street closures greater than 6 blocks (all directions - (1.5 Plan Reviews + 3 inspections)
		\$ 87.00	\$ 90.00	per permittable tent - Additional review and inspection fee for each permittable tent as part of a street closure - (1 hour)
	Trip Fee	\$ 86.00		For third and each subsequent partial inspection - (1 inspections)
	Reinspections	\$ 129.00		First and each subsequent incident - (1.5 inspections)
	Search, Retrieval, and Copying of Documents and Records	\$ 20.00	\$ 41.37	per hour - Document search and retrieval (assessed in 1/4 hour increments)
		\$ 20.00	\$ 41.37	per hour - Document search and retrieval from archives (assessed in 1/4 hour increments)
		\$ 0.25		per page - Document copies and prints
		\$ 20.00		plus costs of photo processing - Photographs prints, full and/or partial roll
		\$ 20.00		plus cost per print - Digital images base rate
		\$ 20.00		per hour - Inspection, listening of recording or any audio / visual tape (assessed in 1/4 hour increments)
DEPARTMENT - FEE/FINE		AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	Standby Fire Watch	\$ 129.00		per person, per hour (1.5 inspections)
EMERGENCY SERVICES		FEE / FINE		COMMENTS
	Engine or Truck Company (e)	\$ 346.00	\$ 346.00	First hour (On-Duty)
		\$ 117.00	\$ 166.25	each Subsequent Hour (On-Duty)
			\$ 404.00	First hour (Overtime)
			\$ 176.00	each Subsequent Hour (Overtime)
	Brush Truck (Two Person - Without Engine) (b)	\$ 281.00	\$ 281.00	First hour (On-Duty)
		\$ 52.00		each Subsequent Hour (On-Duty)
		\$ 307.00		First hour (Overtime)
		\$ 79.00	\$ 92.00	each Subsequent Hour (Overtime)
EMS TRANSPORT SERVICES		FEE / FINE		COMMENTS
	Basic Life Support Transport	\$ 1,811.25		Base rate for BLS transport
	Advanced Life Support Transport	\$ 2,146.20		Base rate for ALS transport
	Advanced Life Support - Level 2	\$ 2,994.60		Base rate for ALS Level 2 transport
		\$ 32.00		Rate per transport mile
TRAFFIC COLLISION REIMBURSEMENT		FEE/FINE		COMMENTS
	Level 1	\$ 584.00		Hazardous Materials Assessment and Scene Stabiliation
	Level 2	\$ 667.00		Level 1 Services Plus Clean Up and Material Used (Sorbents) for Hazardous Fluid Clean Up and Disposal

Level 3 \$ 813.00
Extrication \$ 1,757.00

Creating a Landing Zone \$ 537.00

Car Fire
This charge will be added if need to free/remove anyone from the vehicle(s) using any equipment
This charge will be added if a helicopter landing zone is created and/or is utilized to transport the patient

MOBILITY AND PARKING

PARKING CITATION FINES		FEE / FINE	COMMENTS
Fine schedule for PARKING OFFENSES - Section 10.04.010			
1203 - Parking for Certain Purposes Prohibited			
1203(a) Greasing, painting, or repairing vehicle - 10.04.010(c)	\$ 25.00	First Citation	
	\$ 35.00	Second Citation after additional 2 hours	
	\$ 50.00	Third Offense after additional 2 hours	
1203(b) Displaying advertising	\$ 25.00	First Citation	
	\$ 35.00	Second Citation after additional 2 hours	
	\$ 50.00	Third Offense after additional 2 hours	
1203(c) Over 42 hours	\$ 25.00	First Citation	
	\$ 35.00	Second Citation after additional 2 hours	
	\$ 50.00	Third Offense after additional 2 hours	
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
1204 Stopping, Standing, or Parking Prohibited			
1204(1)(a) On sidewalk	\$ 55.00	First Citation	
	\$ 65.00	Second Citation after additional 2 hours	
	\$ 75.00	Third Offense after additional 2 hours	
1204(1)(b) Within an intersection	\$ 55.00	First Citation	
	\$ 65.00	Second Citation after additional 2 hours	
	\$ 75.00	Third Offense after additional 2 hours	
1204(1)(c) On a crosswalk	\$ 55.00	First Citation	
	\$ 65.00	Second Citation after additional 2 hours	
	\$ 75.00	Third Offense after additional 2 hours	
1204(1)(e) Alongside or opposite street excavation or obstruction when obstructs traffic	\$ 55.00	First Citation	
	\$ 65.00	Second Citation after additional 2 hours	
	\$ 75.00	Third Offense after additional 2 hours	
1204(1)(f) On the roadway side of any vehicle stopped or parked at the edge of curb or street	\$ 35.00	First citation	
	\$ 45.00	Second Citation after additional 2 hours	
	\$ 55.00	Third Offense after additional 2 hours	
1204(1)(g) On bridge or elevated highway structure or highway tunnel	\$ 25.00	First citation	
	\$ 35.00	Second Citation after additional 2 hours	
	\$ 45.00	Third Offense after additional 2 hours	
1204(1)(i) On controlled access highway	\$ 25.00	First Citation	
	\$ 35.00	Second Citation after additional 2 hours	

	\$ 45.00	Third Offense after additional 2 hours
1204(1)(j) In area between roadways on divided highway	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(1)(k) Any other place where official signs prohibit	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(2)(a) Within 5' of public or private driveway	\$ 35.00	First citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(2)(b) Within 15' of a hydrant	\$ 150.00	First Citation
	\$ 250.00	Second Citation after additional 2 hours
	\$ 499.00	Third Offense after additional 2 hours
1204(2)(c) Within 20' of a crosswalk at an intersection	\$ 35.00	First citation
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(2)(d) Within 30' upon approach to a flashing signal, stop sign, yield sign, or traffic control signal	\$ 35.00	First citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(2)(e) Within 20' of the driveway entrance to any fire station, or on the opposite side of the street from the entrance, or within 75' when posted	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(3)(b) Fire Lane	\$ 150.00	First Citation
	\$ 250.00	Second Citation after additional 2 hours
	\$ 499.00	Third Offense after additional 2 hours
1204(5) Moving a vehicle not lawfully under control into prohibited area or away from curb unlawful distance	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(6) Violation of restrictions indicated by traffic control devices placed by local authority or violation of parking time limit - 10.04.010(f)	\$ 35.00	First citation
	\$ 75.00	Second Citation after additional 2 hours
	\$ 105.00	Third Offense after additional 2 hours
1204(7) Parking adjacent to any yellow curb or designated "Reserved" - 10.04.010(g)	\$ 35.00	First Citation

	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1204(8) Parking prohibited at designated bus stop, tour-bus stop, or trolley stop - 10.04.010(f)	\$ 55.00	First citation
	\$ 65.00	Second Citation after additional 2 hours
	\$ 75.00	Third Offense after additional 2 hours
1204(9) Violation of restrictions indicated by traffic control devices placed by local authority or violation of parking time limit - 10.04.010(f)	\$ 35.00	First Citation
	\$ 75.00	Second Citation after additional 2 hours
	\$ 105.00	Third Offense after additional 2 hours
1205 Parking at Curb or Edge of Roadway		
1205(1) Two way road more than 12" from curb	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
	\$ 55.00	Third Offense after additional 2 hours
1205(1) One way road more than 12" from curb	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
1208 Parking Privileged for Person with Disabilities (see also 10.12.012)		
	\$ 150.00	First Citation
	\$ 250.00	Second Citation after additional 2 hours
	\$ 499.00	Third Offense after additional 2 hours
1212 All Night Parking Prohibited (other than physicians or persons on emergency calls - when signed 3:00 a.m. - 6:00 a.m.)		
	\$ 35.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 55.00	Third Offense after additional 2 hours
10.12.010 Parking Prohibited Where and When		
10.12.010(A) Metered Parking On-Street - Failure to Pay or Expired Meter, Failure to comply with posted rules	\$ 35.00	First Citation
	\$ 75.00	Second Citation after additional 2 hours
	\$ 105.00	Third Offense after additional 2 hours
10.12.010(B) Metered Parking On-Street - Failure to Pay or Expired Meter, Failure to comply with posted rules (no Reservation in Barr Lot)	\$ 70.00	First Citation
	\$ 100.00	Second Citation after additional 2 hours
	\$ 150.00	Third Offense after additional 2 hours
10.12.012 Handicapped Parking Spaces (see also 10.12.010)	\$ 150.00	First Citation

1208)		
	\$ 250.00	Second Citation after additional 2 hours
	\$ 499.00	Third Offense after additional 2 hours
10.12.014(C) Center Lane		
10.12.014(C)(1) Failure to Obtain/Display Required Permit or Placard	\$ 45.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 45.00	Third Offense after additional 2 hours
10.12.014(C)(2) with Vehicle Emergency Warning Lamps Flashing	\$ 45.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 45.00	Third Offense after additional 2 hours
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
		COMMENTS
10.12.014(C)(3) Over 15 Minutes and/or No Active Loading/Unloading	\$ 45.00	First Citation
	\$ 45.00	Second Citation after additional 2 hours
	\$ 45.00	Third Offense after additional 2 hours
10.12.014(C)(4) Within 20' of a Pedestrian Crosswalk	\$ 50.00	First Citation
	\$ 50.00	Second Citation after additional 2 hours
	\$ 50.00	Third Offense after additional 2 hours
10.12.015 Oversized Vehicles/Trailers/Recreational Vehicles	WARNING	First Citation
	\$ 35.00	Second Citation after additional 2 hours
	\$ 50.00	Third Offense after additional 2 hours
10.12.019 Parking In Residential Permit Parking Area		
10.12.019 Failure to Display Permit	\$ 5.00	First Citation
	\$ 10.00	Second Citation after additional 2 hours
	\$ 15.00	Third Offense after additional 2 hours
10.12.019 Unpermitted Parking RPP	\$ 70.00	First Citation
	\$ 100.00	Second Citation after additional 2 hours
	\$ 150.00	Third Offense after additional 2 hours
10.12.030 Violation - Authority to Boot Vehicle (Removal Fee)	\$ 100.00	3 - 5 unpaid tickets
	\$ 200.00	6 - 8 unpaid tickets
	\$ 300.00	9 + unpaid tickets
All parking offenses for which payment is not received within 30 days after the date of the offense, or which is not scheduled for a Court appearance, shall incur an additional fine of \$10.		
12.34.010 Roll-off dumpsters, storage pods, or other large immoveable Objects		
12.34.010.A.3 Permit fees		
Paid Parking Areas:	\$ 100.00	1 week - on season *
	\$ 50.00	1 week - off season **
	\$ 300.00	2 weeks - on season *
	\$ 100.00	2 weeks - off season **

	\$ 400.00	Up to 30 days - on season *	
	\$ 200.00	Up to 30 days - off season **	
		Additional months or portions thereof charged 100% based fee up to three months in any 12-month period	
All Other Streets or Sidewalks:	\$ 30.00	1 week - on season *	
	\$ 15.00	1 week - off season **	
	\$ 75.00	2 weeks - on season *	
	\$ 40.00	2 weeks - off season **	
	\$ 300.00	Up to 30 days - on season *	
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	\$ 200.00		Up to 30 days - off season **
* On-season is May 1 through September 30			
** Off-season is October 1 through April 30			
MOVING & CONSTRUCTION PERMIT FEES	FEE / FINE		COMMENTS
Construction Activity Permits	\$ 25.00		One on-street parking space for a specific vehicle up to one day (8 hours)
	\$ 15.00		Each add'l day over one, per day, up to 10 days. A discount may be applied at the discretion of the City for multiple permits issued for the same construction site and/or for multiple days over 10.
Moving Permits	\$ 15.00		One on-street parking space for a specific vehicle up to one day (8 hours)
	\$ 35.00		Two on-street parking spaces for a specific vehicle up to one day (8 hours)
	\$ 60.00		Three or more on-street parking spaces for a specific vehicle up to one day (8 hours)
	\$ 5.00		Each add'l day over one, per day
CENTER LANE PERMIT FEES	FEE / FINE		COMMENTS
10.12.014 Delivery vehicle of Manitou Ave center lane			
D. Application, eligibility, & requirements for delivery permits	\$10.00 initial/ \$3.00 annual renewal		Application - delivery permit
E. Application, eligibility, & requirements for Merchandise Pickup placards			Application fee - merchandise pick-up placard
	\$ 10.00		1st Replacement
	\$ 15.00		2nd Replacement
	\$ 20.00		3rd or more Replacement
PARKING LOT PERMIT FEES	FEE / FINE		COMMENTS
Canon Lot Permit	\$30.00/mon		Annual Permit 24/7/365 Jan - Dec
PM Permit	\$ 50.00		4PM to 10AM
Senior Lunch Program Permit	\$0 - no charge		Up to 10 permits for Senior Lunch Program M-F 11am - 1:30pm Jan - Dec
Prospect Lot - 833 Prospect Pl (owned by City - 40 +/- spaces)	\$ 80.00		Annual Permit 24/7/365 Jan - Dec

Smischny Lot - 1134 Manitou Ave (owned by Metro District - 42 spaces)	\$ 240.00	Annual Permit 24/7/365 Jan - Dec
Wichita Lot - 708 Manitou Ave (owned by Metro District - 85 spaces)	\$ 240.00	Annual Permit 24/7/365 Jan - Dec
PM Permit	\$ 50.00	4PM to 10AM
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE
RESIDENTIAL PARKING PERMIT FEES (RPP)	FEE / FINE	COMMENTS
Permit #1	Free	Each Residential Dwelling Unit (HOUSEHOLD) demonstrating need within a designated RPP Area will be provided one Permit minimum
Permit #2	Free	Subject to availability of parking inventory, a second permit may be issued
Permit #3	\$25.00/ household	Issuance of Permits 3-5 will be considered only after it is established that there is sufficient on-street inventory and demonstration of need
Permit #4	\$ 30.00	
Permit #5	\$ 40.00	
Resident Guest/Day Pass Permits	Included in initial permits	Guest Hang Tags - Up to two per dwelling *This will be charged per permit up to 10
	\$1.00 per	Day Pass Hang Tags - Up to 10 unless add'l approved by RPP Manager
Non-Resident Permits	\$ 5.00	Non-Resident Owner Permit Non-Resident of RPP Area Permit - Subject to availability within RPP Area
Business/Employee Permit	\$ 5.00	Business located in RPP Area Business located outside RPP Area - Subject to availability within RPP Area Lodging and B&B (in RPP) Church/Religious/Civic
Workman/Realtor	\$ 5.00	Day Pass - Specific to RPP Area
	\$ 75.00	Yearly Permit - Good for all RPP Areas
	\$ 30.00	Temporary Constructions - Good for up to 45 days
Replacement of Lost or Stolen Tags	\$ 10.00	Replacement of Lost or Stolen Tags
10.12.18 Permit to Block Driveway in RPP	\$ 30.00	Permit to allow occupant of property to block residential driveway in RPP area
Downtown Employee Parking Permit	\$ 100.00	Permit to allow downtown employees to park in 400 Manitou Ave. or the Prospect Lot.
PARKING RATES	FEE / FINE	COMMENTS
Zone 1 (Summer May1 - Sept 30)	\$ 2.00	1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data
	\$ 5.00	4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data
	\$ 10.00	6+ hours *See seasonal rate proposal, pricing may vary based on occupancy data

	Zone 1 (Winter M-Th, Oct 1 - April 30)	\$ 1.50	each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data	
	DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
		\$ 2.00		each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 5.00		each hour 6-7 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 10.00		each hour 7+ hours *See seasonal rate proposal, pricing may vary based on occupancy data
	Zone 1 (Winter F,Sa,Sun, Oct 1 - April 30)	\$ 2.00		each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 5.00		each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 10.00		each hour 6+ hours *See seasonal rate proposal, pricing may vary based on occupancy data
	Zone 2 (Year-round)	\$ 1.50		each hour 1-3 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 2.00		each hour 4-5 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 5.00		each hour 6-7 hours *See seasonal rate proposal, pricing may vary based on occupancy data
		\$ 10.00		7+ hours *See seasonal rate proposal, pricing may vary based on occupancy data
	Zone 3 Economy (Year Round)	\$7 all day		*See seasonal rate proposal, pricing may vary based on occupancy data
	Other Locations			*See seasonal rate proposal
	Public Lots	See Zone Fees		See Zone Fees
		See Zone Fees		Lots are now included in zones, no all day option
	Barr Trail Parking Lot	\$20/ vehicle per day		*See seasonal rate proposal, pricing may vary based on occupancy data
	Winter Street and Ruxton Ave south of Osage	\$2.00		each hour ***See Note below
	*** There is no paid parking in Ruxton RPP.			
	Ruxton Ave from Manitou Ave to Osage Ave	\$ -		
	Hiawatha Gardens parking spaces, reserved for exclusive use by event organizer (Event policy attached to end of fee schedule)	Included in Zone 2		Request must be submitted to Parking Dpt., at least 30 days prior to event for use of portion of the parking lot, no more than 1/2 of the area.
	Hiawatha Gardens Reservation	\$ 16.00		3 hour reservation
		\$ 25.00		5 hour reservation
		\$ 50.00		All Day reservation
	Parking Passcard	TBD		Pricing to be determined by Department
	Resident Parking Recharge	TBD		Pricing to be determined by Department
	Mobile Payment Convenience Fee per transaction	\$ 0.40		Convenience fee to cover cost of mobile parking service.
	*Progressive Rate Structure - Parking rates may change in \$0.25 - \$0.50 increments up or down per hour based on occupancy data per zone. Barr Trail Lot rates may			

DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
ELECTRIC VEHICLE PUBLIC CHARGING SERVICE	FEE / FINE		COMMENTS 15% ADMIN FEE OVER CSU RATES CHARGED
Direct Current Fast Charger (DCFC)			
On-Peak, per kWh \$0.5400 + 15%	.62/kWh		
Off-Peak, per kWh \$0.2200 + 15%	.25/kWh		
Idle Rate, per minute \$0.3000 + 15%	.35/min		Idle rate applicable 15 minutes after charge is complete
Electric Vehicle Public Charging Service	.		Time-of-Day -- Level 2
On-Peak, per kWh \$0.3100 + 15%	.36/kWh		
Off-Peak, per kWh \$0.1200 + 15%	.14/kWh		
Idle Rate, per minute \$0.1000 + 15%	.12/min		Idle rate is applicable 15 minutes after charge is complete
NEIGHBORHOOD SERVICES			
Ch 6.08 Nuisances	\$ 275.00	\$ 300.00	Abatement of conditions of nuisance
	\$ 125.00	\$ 150.00	Per hour
Trash Violation- Citation (Daily)	\$ 250.00	\$ 300.00	1st First offense in 12 month period
	\$ 400.00	\$ 450.00	2nd Second offense in 12 month period
	\$ 700.00	\$ 750.00	3rd Additional offense in 12 month period
			4th Mandatory Citation to Appear in Court
Compliance Reinspection fine	\$ 250.00	\$ 275.00	First inspection for compliance following a notice to abate shall not incur a fee, each reinspection for compliance shall carry a \$250 fine.
Property Clean Up	\$ 1,100.00	\$ 1,500.00	Minimum Charge (1-2 Hours)
	\$ 700.00	\$ 750.00	Each additional hour
	\$ 400.00	\$ 500.00	Use of Heavy Equipment per hour
Disposal of Biohazard, Chemical, and/or Waste Materials	Actual		Additional Charge
PARKS AND RECREATION			
CRYSTAL VALLEY CEMETERY FEES	FEE / FINE		COMMENTS (AMENDED 1/1/2025)
12.28.040 Full Burial Plot	\$ 866.00	\$ 891.00	Resident
	\$ 1,458.00	\$ 1,800.00	Non-Resident
	\$ 315.00	\$ 330.00	Resident infants under 6 months
	\$ 391.00	\$ 660.00	Non-Resident infant under 6 months
Cremation Plot	\$ 394.00	\$ 425.00	Resident
	\$ 605.00	\$ 850.00	Non-Resident
12.28.091 Green Burials	\$ 1,077.00	\$ 1,120.00	Resident
	\$ 1,678.00	\$ 2,240.00	Non-Resident
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	\$ 1,678.00	\$ 2,240.00	Non-Resident

	Columbarium	\$ 925.00	\$ 960.00	One Niche - Resident (includes first engraving, first Opening/Closing)
		\$ 1,850.00	\$ 1,920.00	One Niche - Non-Resident (includes first engraving, first Opening/Closing)
		\$ 625.00	\$ 650.00	Ossuary - Resident (includes engraving & opening/closing)
		\$ 1,250.00	\$ 1,300.00	Ossuary - Non-Resident (includes engraving & opening/closing)
		\$ 250.00	\$ 260.00	Additional Niche engraving (1st engraving included in cost of Columbarium niche purchase)
	Maintenance Fee	10%		All customers - Added at time of purchase of Plot/Niche
	12.28.150 Opening/Closing	\$ 1,077.00	\$ 1,120.00	Full Burial
		\$ 2,154.00	\$ 2,240.00	Full Burial Saturdays & Sundays. Per ordinance Sat & Sun are double the weekday fees. Holidays not allowed
		\$ 1,181.00	\$ 1,350.00	Green Burial or other Full Burial without an enclosure or vault in non-green burial plot - requires additional maintenance
			\$ 2,700.00	Green Burial or other Full Burial without an enclosure or vault in non-green burial plot - requires additional maintenance - Saturdays & Sundays. Per ordinance Sat & Sun are double the weekday fees. Holidays not allowed
		\$ 336.00	\$ 350.00	Infants under 6 months
		\$ 672.00	\$ 700.00	Infants under 6 months Saturdays & Sundays. Per ordinance Sat & Sun are double the weekday fees. Holidays not allowed
		\$ 551.00	\$ 575.00	Cremation - Note - if more than one cremation to be interred in a full burial plot at the same time, then maximum fee charged is the rate for Full Burial
		\$ 1,102.00	\$ 1,150.00	Cremation Saturdays & Sundays. Per ordinance Sat & Sun are double the weekday fees. Holidays not allowed Note - if more than one cremation to be interred in a full burial plot at the same time, then maximum fee charged is the rate for Full Burial
		\$ 150.00	\$ 160.00	Columbarium Niche (Final or Additional Opening/Closing) - (1st Opening/Closing included in cost of Columbarium niche purchase)
			\$ 320.00	Columbarium Niche (Final or Additional Opening/Closing) - (1st Opening/Closing included in cost of Columbarium niche purchase) Saturdays & Sundays. Per ordinance Sat & Sun are double the weekday fees. Holidays not allowed
	12.28.090 Burials	\$ 142.00	\$ 150.00	Plus Additional per hour after 4 p.m. Monday - Friday
DEPARTMENT - FEE/FINE		AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	Disinterment	\$ 1,181.00	\$ 1,230.00	Full Burial & Cremains - Business hours only
		\$ 604.00	\$ 650.00	Infants and children under 10 years old - Full Burial & Cremains - Business hours only
	12.28.160 Transfer recordation	\$ 50.00		
	Deed/Burial rights reissuance	\$ 50.00		
PRIVATE & SPECIAL EVENT FEES		FEE / FINE		COMMENTS
Applications:				

Private Event Application	\$ 35.00	\$50.00	
Minor Special Event Application	\$ 55.00	\$75.00	
Major Special Event Application	\$ 175.00	\$200.00	
Demonstration Application	\$ 35.00	\$40.00	
Events and Demonstrations Deposit - Road Closures	\$ 500.00		
Blocked Paid Parking Spot	\$0.50/hour		or \$8 all day
Rates for use of City Staff for Events	\$ 50.00		
Law Enforcement	\$75/hr		
Parking Enforcement	\$ 50.00		
Public Works	\$ 50.00		
Ch 12.24.020 Vending Permits	\$ 15.00	\$20.00	Per booth, per day
Banners	\$ 230.00	\$250.00	Hang Banner above street
	\$ 85.00	\$100.00	Street Light Banners - per street light pole
PUBLIC FACILITIES RENTAL FEES	FEE / FINE	COMMENTS	
Alcohol Affidavit			See City Clerk Fees
Request for Noise Variance			See City Clerk Fees
Structure Permit Fee			See Fire Department Fees
Application Fee	\$ 35.00	\$50.00	
The Fields			
Security Deposit	\$ 100.00	\$150.00	Private events
	\$ 500.00		Special Event or Demonstration
Resident Use Fee	\$ 145.00	\$150.00	Per day- up to 200 people
	\$ 145.00	\$150.00	Plus additional fee per day - 201-500 people
Non-Resident Use Fee	\$ 240.00	\$250.00	per day- up to 99 people
	\$ 240.00	\$250.00	Plus additional fee per day - 100+ people
Mansions Pavilion			
Security Deposit	\$ 100.00	\$150.00	Private events
	\$ 300.00	\$400.00	Special Event or Demonstration
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
Resident Use Fee	\$ 110.00	\$115.00	Per day- up to 99 people
	\$ 110.00	\$115.00	Plus additional fee per day - 100 - 200 people
Non-Resident Use Fee	\$ 160.00	\$215.00	Per day- up to 99 people
	\$ 160.00	\$215.00	Plus additional fee per day - 100 - 200 people
Memorial Hall (City Hall)	\$ 520.00	updated 1/1/2026	Security Deposit
	\$ 160.00	updated 1/1/2026	Reserve another day for set-up or clean-up
Resident Use Fee	\$47/hr	updated 1/1/2026	Monday-Friday - during non-business hours only; Hourly rental - minimum of 2 hours
	\$ 515.00	updated 1/1/2026	Saturday & Sunday - all day, per day
Non-Resident Use Fee	\$93/hr	updated 1/1/2026	Monday-Friday - during non-business hours only; Hourly rental - minimum of 2 hours

		\$860	updated 1/1/2026	Saturday & Sunday - all day, per day
Memorial Park				
Security Deposit	\$ 100.00	\$150.00	Private events	
	\$ 500.00		Special Events or Demonstrations	
Resident Use Fee	\$ 145.00	\$150.00	Per day - up to 99 people	
	\$ 55.00	\$60.00	Plus additional fee per day - 100-200 people	
	\$ 145.00	\$150.00	Plus additional fee per day - 500+ people	
Non-Resident Use Fee	\$ 240.00	\$250.00	per day- up to 99 people	
	\$ 240.00	\$250.00	Plus additional fee per day - 100+ people	
Schryver Park				
Full Park Use				
Security Deposit	\$ 100.00	\$150.00	Private events	
	\$ 500.00		Special events or Demonstrations	
Resident Use Fee	\$ 145.00	\$150.00	Per day- up to 99 people	
	\$ 145.00	\$150.00	Plus additional fee per day - per each group of additional 50 people	
Non-Resident Use Fee	\$ 240.00	\$250.00	Per day- up to 99 people	
	\$ 240.00	\$250.00	Plus additional fee per day - per each group of additional 50 people	
Seven Minute Spring Gazebo and Amphitheater				
Security Deposit	\$ 100.00	\$150.00	Private events	
	\$ 300.00	\$400.00	Public or Special events	
Resident Use Fee	\$ 290.00	\$300.00	3 hours	
	\$ 437.00	\$450.00	all day	
Non-Resident Use Fee	\$ 381.00	\$400.00	3 hours	
	\$ 533.00	\$550.00	all day	
Soda Springs Park with Bud Ford Pavilion	\$ 250.00		Key Deposit	
Security Deposit	\$ 150.00	\$200.00	Private events	
	\$ 500.00		Public or Special events	
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS	
Resident Use Fee	\$ 145.00	\$150.00	Per day- up to 99 people	
	\$ 145.00	\$150.00	Plus additional fee per day - 100+ people	
Non-Resident Use Fee	\$ 240.00	\$250.00	Per day- up to 99 people	
	\$ 240.00	\$250.00	Plus additional fee per day - 100+ people	
Bud Ford Pavilion - pavilion only (formerly Soda Springs Pavilion)	\$ 250.00		Key Deposit	
Security Deposit	\$ 100.00	\$150.00	Private events	
	\$ 300.00	\$400.00	Public or Special events	
Resident Use Fee	\$ 110.00	\$115.00	Per day	
Non-Resident Use Fee	\$ 200.00	\$215.00	Per day	
If a Public Services employee is called out during non-working hours because of a problem caused by the applicant's use, per man-hour with minimum of	\$ 50.00	\$100.00	Per hour rates also applied to cleaning - with minimum of 2 hours.	

2 hours will be billed to applicant

PLANNING DEPARTMENT

DEVELOPMENT REVIEW FEES

FEE / FINE

COMMENTS

(PLANNING UPDATED 3/1/2023)

Rezoning *	\$ 1,090.00	\$ 1,200.00	
Concept Plan *	\$ 550.00	\$ 575.00	
Conditional Use Permit *	\$ 1,090.00	\$ 1,200.00	
Variance *	\$ 650.00		Per Variance for the first two variances, then \$250 per each additional variance
Major Development Plan * **	\$ 1,200.00		With Preliminary Landscape Plan
	\$ 1,450.00		With Final Landscape Plan
	\$ 1,000.00		Major Development Plan - Deposit
Minor Development Plan * **	\$ 600.00		No required landscape plan required
	\$ 650.00		With Preliminary Landscape Plan
	\$ 700.00		With Final Landscape Plan
	\$ 950.00	\$ 1,000.00	Minor Development Plan - Deposit
Minor Modification *	\$ 220.00	\$ 230.00	
Minor Site Plan *	\$ 160.00	\$ 170.00	New Residential
	\$ 220.00	\$ 230.00	New Commercial
	\$ 110.00	\$ 115.00	Commercial or Residential Additions
Hillside Development Plan *	\$ 190.00	\$ 200.00	
Final Landscape Plan	\$ 200.00	\$ 210.00	When not included in a Major or Minor Development Plan
Grading Permit *	\$ 550.00		For Major Development
	\$ 220.00	\$ 230.00	For Minor Development
	\$ 950.00	\$ 1,000.00	Grading Permit - Deposit
Temporary Sign Permit	\$ 55.00	\$ 60.00	

DEPARTMENT - FEE/FINE

AMOUNT FEE/FINE

FEE/FINE CHANGE

COMMENTS

Regular Sign Permit	\$ 80.00	\$ 100.00	
Planned Sign Program	\$ 200.00	\$ 210.00	
Signs installed or placed without permits	2x Sign Permit Fee		
Annexation * **	\$ 1,090.00	\$ 1,200.00	Less than 3 acres
	\$ 950.00	\$ 1,000.00	Less than 3 acres - Deposit
	\$ 1,650.00	\$ 4,000.00	3 to 100 acres
	\$ 2,500.00		3 to 100 acres - Deposit
	\$ 1,900.00	\$ 8,000.00	101 + acres
	\$ 44.00	\$ 50.00	Per additional acre above 101 acres
	\$ 2,500.00		101 + acres - Deposit
Wireless Facility Permit	\$ 510.00	\$ 1,000.00	New

	\$ 290.00	\$ 600.00	Annual Rental Fee for Small Cell/5G on City Owned Property-Right of way, Equipment, Pole, etc. (per facility)
SUBDIVISION REVIEW FEES	FEE / FINE		COMMENTS
Major Subdivision * **	\$ 650.00	\$ 675.00	
	\$ 950.00	\$ 1,000.00	Major Subdivision - Deposit
Minor Subdivision * **	\$ 330.00	\$ 350.00	
	\$ 950.00	\$ 1,000.00	Minor Subdivision - Deposit
Revised Final Plat *	\$ 350.00	\$ 370.00	
Waiver of Replat *	\$ 200.00	\$ 210.00	
Boundary Adjustment *	\$ 200.00	\$ 210.00	
Vacations - Easement *	\$ 380.00	\$ 400.00	
Vacations - Rights-of-Way *	\$ 600.00	\$ 630.00	
Waiver *	\$ 430.00	\$ 450.00	
HISTORIC PRESERVATION REVIEW FEES	FEE / FINE		COMMENTS
Material Change of Appearance Certification	\$ 130.00	\$ 150.00	
Demolition (Administrative)	\$ 175.00	\$ 200.00	
Demolition (City Council)	\$ 900.00	\$ 1,200.00	Commercial (first 1000 sqft)
	\$ 60.00		Commercial (each additional 1000 sqft)
	\$ 2,000.00		Demolition (City Council) - Deposit (Commercial)
	\$ 330.00	\$ 350.00	Residential (first 1000 sqft)
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	\$ 33.00	\$ 40.00	Residential (each additional 1000 sqft)
	\$ 1,500.00		Demolition (City Council) - Deposit (Residential)
State Historic Tax Credit Application Fees (Project Costs - 2014 Program)			
\$5,000 - \$15,000	\$ 98.00	\$ 150.00	Part 1 Application
	n/a		Part 2 Application
\$15,001 - \$50,000	\$ 348.00	\$ 375.00	Part 1 Application
	n/a		Part 2 Application
\$50,001 - \$100,000	\$ 498.00	\$ 525.00	Part 1 Application
	n/a		Part 2 Application
\$100,001 +	\$ 748.00	\$ 775.00	Part 1 Application
	n/a		Part 2 Application
PROPERTY IMPROVEMENT & BUILDING PERMIT REVIEW FEES	FEE / FINE		COMMENTS
Property Improvement Permit - Use Tax	\$ 0.04		Modification - 3.8% of cost of material (fee amended due to MACH passage)
	\$ 0.83		Square foot - including basement and attached garage

	\$150 + 2x Use Tax	Property Improvement Permit late fee of 200% of the normal application fee (two times the normal fee)
	\$ 30.00	Minor Work (decks, fences, retaining walls, etc)
	\$ 100.00	Demolition (nonhistoric)
Building Permit - Fire Review Fees	\$ 360.00	Commercial
	\$ 144.00	Residential
	\$ 30.00	Minor Work (decks, fences, retaining walls, etc)

APPEALS	FEE / FINE	COMMENTS
Appeals of Administrative or Commission Decisions	\$ 150.00	\$ 160.00

FLOOD MANAGEMENT & WATERSHED	FEE / FINE	COMMENTS
Flood Management Variance	\$ 500.00	
	\$ 250.00	Flood Management Variance - Deposit
Watershed District Permit Application	\$ 100.00	

MARIJUANA	FEE / FINE	COMMENTS
Recreational	\$ 2,000.00	\$ 2,100.00
	\$ 2,000.00	\$ 2,100.00
		Initial Operating License Fee
		Renewal Operating License Fee

DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
	\$ 5,000.00	\$ 5,200.00	Initial Operating Marijuana License
	\$ 5,000.00	\$ 5,200.00	Renewal Operating Marijuana License f
	Cost		Background Check Fee
	\$ 998.00	\$ 1,050.00	Transfer of Ownership Fee
	\$ 1,000.00	\$ 1,050.00	Change in Location Fee
	\$ 2,500.00	\$ 2,600.00	Transfer of Ownership Fee
	\$ 2,500.00	\$ 2,600.00	Change of Location Fee
Medical	\$ 2,000.00	\$ 2,100.00	Initial Operating License Fee
	\$ 2,000.00	\$ 2,100.00	Renewal Operating License Fee
	\$ 5,000.00	\$ 5,200.00	Initial Operating Marijuana License
	\$ 5,000.00	\$ 5,200.00	Renewal Operating Marijuana License
	Cost		Background Check Fee
	\$ 1,000.00	\$ 1,050.00	Transfer of Ownership Fee
	\$ 1,000.00	\$ 1,050.00	Change in Location Fee

	\$ 2,500.00	\$ 2,600.00	Transfer of Ownership Fee
	\$ 2,500.00	\$ 2,600.00	Change of Location Fee
MICROMOBILITY	FEE / FINE		COMMENTS
Micromobility Program License Fee	\$ 3,000.00		5.13.010F
Land Rental Fee	\$ 200.00		Equipment installed on City owned property or Right of Way; Annual fee per facility
Technology/Professional Fees	Varies		Fees associated with review assessed at the cost incurred by the City
Micromobility-share vehicle retrieval fines	\$ 96.00		First offense
	\$ 192.00		Second offense
	\$ 288.00		Third offense
OTHER PERMITS, CERTIFICATIONS, AND LETTERS	FEE / FINE		COMMENTS
Revocable Permit *	\$ 55.00		* Additional review by Colorado Springs Utilities billed directly to the applicant
Revocable License *	\$ 120.00		* Additional review by Colorado Springs Utilities billed directly to the applicant
Revocable License * (Annual Renewal)	\$ 55.00		* Additional review by Colorado Springs Utilities billed directly to the applicant
Short-Term Rental Permit (New)	\$ 350.00	\$ 365.00	
Annual Renewal	\$ 120.00	\$ 125.00	
Long-Term Occupancy Permit (New)	\$ 350.00	\$ 365.00	
Long-Term Occupancy Permit (Annual Renewal)	\$ 120.00	\$ 125.00	
Temporary Use Permit (Minor)	\$ 100.00	\$ 110.00	
Temporary Use Permit (Major)	\$ 200.00	\$ 110.00	Long-Term Occupancy Permit (5-year Renewal)
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
Zoning Verification or Certification Letter	\$ 55.00	\$ 100.00	
With Inspection	\$ 200.00	\$ 250.00	
Rebuild Letter	\$ 55.00	\$ 60.00	
Legal Nonconforming Use/Structure Letter	\$ 55.00	\$ 60.00	
Encroachment Permit (City Council decision)		\$ 200.00	New fee for encroachments that go to City Council for consideration
MISCELLANEOUS ADMINISTRATIVE FEES	FEE / FINE		COMMENTS
Postage fees (per postcard)	\$ 0.60	\$ 0.61	
Poster fee (per poster)	\$ 5.00	\$ 10.00	
Recording fee	Per El Paso County Recorder		Recording fee may vary depending on document type and are set by the El Paso County Recorder's Office

Certificate of Occupancy Inspection

\$ 248.00

First two inspections shall not incur a fee, each additional inspection shall carry a \$250 fine

NOTES

* Review by Colorado Springs Utilities will be billed directly to the applicant at a rate published in the Utilities Rules & Regulations Tariff

** Land dedication, or fees-in-lieu, may be required for Parks, Open Space, and Schools per Title 18 of the Municipal Code.

1. Application deposits may be waived by the Planning Director as appropriate. Deposits are collected to reimburse the city for any technical and/or professional services
2. Development application review fees will be waived for all public school projects.
3. Development application review fees may be partially reimbursed for developments containing affordable units recorded in a development agreement held by the City
4. All fees shall be paid in full at the time of application submittal.
5. Poster and postage fees must be paid prior to a public hearing or issuance of an approval letter.
6. Recording fees must be paid prior to issuance of an approval letter.

POLICE DEPARTMENT

Ch 9.56 Alarms	\$ 25.00	\$ 26.00	One time fee - registration of alarm system
Copies & Printouts	\$ 0.25		Per page
Fingerprints	\$ 15.00	\$ 16.00	Per card, full set of fingerprints
Notarization			See City Clerk fees
Sex Offender Registration	\$ 20.00	\$ 21.00	
Vin Inspection	\$ 20.00	\$ 21.00	per Vin #
	\$ 83.00	\$ 86.00	Per recording - 911 recordings

PUBLIC WORKS**STORMWATER RATES AND FEES****FEE / FINE****COMMENTS****DEPARTMENT - FEE/FINE****AMOUNT
FEE/FINE****FEE/FINE CHANGE****COMMENTS**13.36 Storm Drainage and Flood Management
Utility

\$ 22.00

updated 1/1/2026

Per month - On each water utility account. As of 2025 no longer discontinued with suspension of water/sewer account.

STREET RATES AND FEES**FEE / FINE****COMMENTS**

12.04.060 / 070 Excavation Permit Fees

\$ 50.00

Application Fee

\$0

Excavation on private property for landscaping, tree planting, or other minor projects may not require excavation fees unless it affects municipal systems. Reach out to Public Services if questions; Application and Inspection fees still apply

\$ 160.00

\$ 170.00

Excavation less than 100' long, no intersection*

\$ 215.00

\$ 225.00

Excavation from 100' - 500' long, no intersection*

\$ 310.00

\$ 320.00

Excavation from 501'+ long, no intersection*

\$ 310.00

\$ 320.00

Additional fee for excavations in intersections

Road closure - See Traffic Management Fee

**note - Fire Dept, Police Dept, and Public Services Dept must be notified

Expedited / Emergency Fee

\$ 100.00

Fee for quick processing of Emergency application requests / request of expedited permit with less than 10 business days turn-around time.

Compaction Test Deposit		\$ 1,000.00	Upon receipt of accepted compaction tests or proof of Flow-Fill use, deposit will be returned. Test results must be emailed to Streets Superintendent within 15 business days.	
12.06 Cutting, Refilling, and Resurfacing of Public Streets		\$ 275.00	\$ 300.00	Additional fee for excavation in ROW if within 1 year period of newly paved/installed street
		\$ 110.00	\$ 125.00	Additional fee for more than 60 square feet if within 1 year period of newly paved/installed street
12.22 - Permit for Installation/Replacement of Concrete jobs Sidewalk, driveway, curbs, gutter, crossspan, etc...		\$ 160.00	\$ 170.00	Less than 100' long
Concrete work without permit	2x permit cost			1st offense
	3x permit cost			Each offense after the 1st offense
Inspection Fees				(See Charges and Fees for Sewer Services and Water Connections)
		\$ 100.00	\$ 150.00	Street
		\$ 100.00	\$ 150.00	Curb / Gutter
DEPARTMENT - FEE/FINE		AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
		\$ 100.00	\$ 150.00	Sidewalk / Driveways / other concrete work
		\$ 100.00	\$ 150.00	Drainage
Excavation without permit	2x permit cost			1st offense
	3x permit cost			Each offense after the 1st offense
(*) Performance Bonds for \$5,000 with 1-year minimum or \$10,000 with 3-year minimum are required as well as a current Certificate of Insurance				
TRAFFIC MANAGEMENT FEES		FEE / FINE		COMMENTS
		\$ 50.00		Application Fee (note - if the Traffic Management Request application is submitted with the Excavation Permit application, only one application fee for both applications will apply.)
		\$ 50.00		Road closure, per day
			\$ 25.00	Sidewalk closure, per day
		\$ 100.00	\$ 110.00	Install/Replace Signage
		\$ 150.00	\$ 160.00	Install Replace Signage with post
Traffic Control Services by City Staff		\$ 300.00	\$ 310.00	per day (8 hours max) - up to 3 crew members (only if City Staff is available)
		\$ 150.00	\$ 155.00	For each additional crew member after 3 - per day (8 hours max)
Traffic Cones for rent		\$ 4.00	\$ 5.00	Rental traffic cones - daily rate for each individual traffic cone - if available

10.02.030 Traffic Engineer-Requests by the Public	fee based on cost		Members of the public may request changes to or studies of any of the items within the powers and duties of the Traffic Engineer.
WATER & SEWER RATES AND FEES	FEE / FINE		COMMENTS
13.16.10 Water Rates Established			Rates approved by Ordinance 0924 11/19/2024
Service Charge per month for all customer classes	\$ 23.74	updated 1/1/2026	0.75" meter
	\$ 40.30	updated 1/1/2026	1.0" meter
	\$ 80.58	updated 1/1/2026	1.5" meter
	\$ 128.93	updated 1/1/2026	2.0" meter
	\$ 257.85	updated 1/1/2026	3.0" meter
Volume Charge per 1,000 gallons for Residential	\$ 11.19	updated 1/1/2026	First 7,500 gallons per month, per 1,000 gallons
	\$ 15.02	updated 1/1/2026	7,501 to 15,000 gallons per month, per 1,000 gallons
	\$ 19.00	updated 1/1/2026	Over 15,000 gallons per month, per 1,000 gallons
Volume Charge per 1,000 gallons for Commercial	\$ 13.06	updated 1/1/2026	Uniform Volume Rate per 1,000 gallons
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
Inactive Rate	14.17/month	updated 1/1/2026	Inactive amount per month to support infrastructure & capture water usage
13.16.030 Rates and Charges - Sewer rates established)		updated 1/1/2026	Rates approved by ordinance 11/19/2024
A.1. Flat fee for Sewer (all customers with sewer)	\$ 22.77	updated 1/1/2026	
A.2.Volume Charge per 1,000 gallons	\$ 9.36	updated 1/1/2026	Residential allocation
	\$ 9.36	updated 1/1/2026	Commercial - actual metered water
13.16 Turn-on/Turn-off - Fees and Penalties			
13.16.050 B.	\$ 42	\$ 45.00	Fee to restore service after it has been turned off for delinquency + delinquent amount
13.16.050 C.	\$ 30	\$ 32.00	Fee for <u>each</u> turn-on performed by the city after it has been turned off at the request of the owner, unless emergency shut off.
13.16.050 D.	\$ 10	\$ 11.00	Fee charged for <u>each</u> turn-on performed by other persons after it has been turned off at the request of the owner (private turn on)
13.16.070	\$ 10	\$ 11.00	Water Turn-off for failure to pay bill by due date.
13.20 Charges for Connection to Water System			
Water System Improvement Fee			
13.20.040 A.	\$ 17,400	\$ 18,000	Single-family residence
13.20.040 B.1/13.20.040 B.2/13.20.040 B.3	\$ 14,800	\$ 15,325	For each dwelling unit - Duplex Residential OR Multi-Family Units (85% of Single-family residence fee)
Commercial Users - based on size of Tap to Main (in inches)	\$ 21,000	\$ 21,800	0.75"
	\$ 28,000	\$ 29,000	1.0"
	\$ 56,000	\$ 58,000	1.5"

	\$ 68,000	\$ 70,400	2.0"
	\$ 480,000	\$ 497,000	4.0"
	\$ 1,200,000	\$ 1,245,000	6.0"
13.20.040 C.			
Water Tapping Charges - based on size of Tap (in inches)			
Size of Tap - .075"	\$ 150	\$ 160	
Size of Tap - 1.0"	\$ 150	\$ 160	
Size of Tap - 1.5"	\$ 250	\$ 260	
Size of Tap - 2.0"	\$ 250	\$ 260	
Size of Tap - 4.0"	\$ 1,500	\$ 1,600	
Size of Tap - 6.0"	\$ 1,500	\$ 1,600	
Size of Tap - 8.0"	\$ 1,500	\$ 1,600	
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
13.20.040 Expansion of Demand Fee - Water: Remodeling or Reconstruction that incorporates water in excess of what is currently installed	\$ 120	\$ 125	1 - 3 Additional Fixtures, Appliances, or Facilities
	\$ 250	\$ 260	4 or more Additional Fixtures, Appliances, or Facilities
Water Connection Inspection Fees	\$ 100	\$ 150	Single-family residence
	\$ 110	\$ 175	For each dwelling unit - Duplex Residential Units
	\$ 150	\$ 200	For each dwelling unit - Multi-family Residential Units
13.20.050 Schedule of Charges and Fees for Sewer Services			
	\$ 5,300	\$ 5,490	Single-family residence
	\$ 4,100	\$ 4,245	For each dwelling unit - Duplex Residential Units (85% of Single-family residence fee)
Commercial Users - based on size of Tap to Main (in inches)	\$ 6,000	\$ 6,210	4.0"
	\$ 7,000	\$ 7,250	6.0"
	\$ 8,000	\$ 8,300	8.0"
	\$ 9,000	\$ 9,315	10.0"
Inspection Fees	\$ 100	\$ 150	Single-family residence
	\$ 110	\$ 175	For each dwelling unit - Duplex Residential Units
	\$ 150	\$ 200	For each dwelling unit - Multi-family Residential Units
	\$ 120	\$ 175	1 - 3 Additional Fixtures, Appliances, or Facilities
	\$ 250	\$ 300	4 or more Additional Fixtures, Appliances, or Facilities
Late Fee - Backflow Testing			<i>HB24-1344 requires the testing, inspection, and repair of backflow devices.</i>
If not completed by October 1	\$ 200		Fine One
If not completed by November 1	\$ 300		<i>Fine Two (In addition to Fine 1)</i>
If not completed by December 1	\$ 600		<i>Fine Three & Water Turn-off for failure to comply with State regulations. (In addition to Fines 1 & 2). Note: Water Restoration fee applicable when turning water back on.</i>

13.28 Water Usage for Irrigation and Other Outside Purposes			
13.28.040	\$ 150	\$ 160	Exemption or partial exemption from water use restrictions
13.28.050	\$ 150	\$ 160	Alternate watering plan during periods of water use restrictions
Ch 6.26 Solid Waste Disposal	\$ 345	\$ 360	Application for Certification of designation
13.12 WATER METERS			
New Water Meter Installation	\$ 462	\$ 480	Meter/ERT/Register
Water Meter Replacement	\$ 462	\$ 480	Meter/ERT/Register -Exception- Mechanical failure of equipment
DEPARTMENT - FEE/FINE	AMOUNT FEE/FINE	FEE/FINE CHANGE	COMMENTS
Inspection Fees	\$ 110	\$ 150	Inspection of water meter not installed by the City (eg: meters for irrigation water - 13.12.050).
Customer Requested Meter Removal/Install	\$ 75	\$ 150	For both removal and install to cover cost of personnel
Meter Tampering Fine	\$ 1,000		Municipal code. 13.12.002 & 13.12.006 Court fines may also apply, if brought before the Judge.
Charge when access is denied			
	\$ 75	\$ 150	During regular business hours; per denied access; When clear access is denied for two successive meter readings, or for any other function after written notice is mailed to the customer or conspicuously posted on the premises, and no response is made by the customer to such notice within 10 days, an appointment is thereafter made with the customer for reading the meter or performing such other function
	\$ 300	\$ 350	During off-duty hours and weekends; per denied access & requested on/off service.



Memorandum

Title: Direction on Community Engagement Budget

From: Denise Howell, City Administrator

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 45 Minutes

February 3, 2026

Purpose:

Discuss community engagement options and provide direction for staff.

Background:

At the December City Council work session, it was agreed that City Council would hold a work session in February to discuss additional budget reductions. However, the 2025 sales tax reports will not be available until late March or mid-April. Meeting in February to discuss reductions without complete financial data may be premature.

At the January meeting, Council discussed, during Council correspondence, establishing a community engagement process for the budget to identify the public's priorities.

At the January 20, 2026, meeting, Susan Watkins, a local expert on community engagement, presented processes a city can implement to conduct robust community engagement, including surveys and community meetings. At this meeting, City Council suggested staff provide a high-level overview of various public engagement approaches. You will find below the four options that outline various considerations including ballpark costs, timeframe and certain risks. I will have more specificity around the scope of work and costs once we engage with a qualified consultant.

I also wanted to clarify the distinction between community surveys and community engagement. Each approach has specific strengths and outcomes.

At the last City Council meeting, the 2023 community survey was mentioned. This survey was focused on the quality of life and overall resident satisfaction. The community engagement that is being discussed tonight is focused on prioritization in the context of the budget. For additional 2023 survey design information, please see the section after the budget-focused community engagement options.

I am sharing this information with you for discussion and consideration, so my team has



clarity around which option to pursue.

Budget Focused Community Engagement Options for Review.

Option 1 — Survey Focused — Surveys are designed to efficiently gather opinions from a broad cross-section of the community. Estimated cost: \$15,000 - \$18,000. Estimated timeframe: 8–10 weeks.

- Provides a high-level overview of residents' current priorities. If the Council gives guidance, the business community could be surveyed.
- Convenience – do not have to attend a meeting
- Quantitative Data/Qualitative Information (open-ended questions)
- Limited detailed information – perspectives may be influenced by social media, neighbors, and other sources and may not be fully informed.
- One-way communication
- Cost: \$15,000 to \$18,000
- Timeframe: Launch survey in the 3rd week of March and presentation to Council by the end of May

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Options 2 – 4 include community engagement. Community engagement builds long-term relationships, solves complex issues, and ensures information is shared during the decision-making process. It is important to hear from a broad range of perspectives to avoid any perceived power imbalance. Community engagement is an avenue to build trust.

Option 2 – One Community Engagement Meeting. Estimated cost: \$2,000 - \$5,000. Estimated timeframe 8 – 10 weeks.

- Allow dialogue to take place
- Informed participation
- Only one opportunity to participate – may be limited participation

Option 3 – Two to Three Community Engagement Meetings. Estimated cost: \$7,000 - \$15,000. Estimated timeframe: within 5 months



- Allows for numerous opportunities to participate
- Facilitates dialogue
- Well-informed participation
- Takes additional time
- Additional cost
- Does not allow for online participation

Option 4 – Survey and Community Engagement Meeting(s). Estimated cost: \$25,000 - \$30,000. Estimated timeframe within 5 to 6 months.

- Provides several opportunities to participate
- Facilitates dialogue
- Allows various avenues to collect data
- Well-informed participation
- Comprehensive approach

Community engagement meetings provide the Council with broader understanding and more comprehensive feedback through two-way dialogue and interactive question and answer sessions. This approach does take additional time.

As we embark on community engagement it will provide an opportunity for the City to simplify our financial reporting and the details. In addition, the City will have a narrative that is concise, informative and easy to understand.

2023 Community Survey completed by Magellan

Magellan conducted the community survey, completed from May 15 to June 15, 2023, and presented the results to the City Council on August 15, 2023. The purpose of this survey was to assess the quality of life and overall resident satisfaction. The survey data were collected via MMS text messaging. It was sent only to registered resident voters. Business owners were not included in the survey. The survey link was posted on social media and in the Pikes Peak Bulletin. 515 residents participated in the survey.

The survey questions and results are included in this packet. City Council provided direction regarding what information they wanted from the survey and Magellan composed the questions.

Fiscal Impact:



\$2,500 - \$30,000

Workload Impact:

Dependent on direction

Recommended Action:

Motion to move forward with community engagement regarding the budget and identify which option Council would like to proceed with.