



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

April 21, 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. Presentation of Warrants
2. April 7, 2026 City Council Meeting Minutes
3. Contract Amendment between the City of Manitou and JR Engineering for the Ruxton Ave Project in the amount of \$76,000

G. PRESENTATION

1. Monthly Financial Report

H. BUSINESS

1. Consider Appointing Anjuli Kapoor to the Housing Advisory Board
2. Consideration of Resolution No. 1026, A Resolution of the City of Manitou Springs City Council Transferring Budgeted Expenditure Amounts Between Departments to Provide a Cost of Living Increase of Three Percent to Full-Time City Employees

3. First Reading of Ordinance No. 0526, an Ordinance Adding Chapter 12.40 to the Manitou Springs Municipal Code Prohibiting Unpermitted Construction or Grading Work
4. Approval of Contract for Paving and Concrete Maintenance Projects Between the City of Manitou Springs and Trax Construction for \$512,600
5. Direction on Bill Bauers Open Space
6. Action on Fire Mitigation Equipment Purchases and Fire Administrative Captain Position

I. HEARINGS

1. Public Hearing to Consider Issuance of a New Hotel and Restaurant Liquor License at 819 Manitou Avenue, Mahanakhon LLC, dba Manitou Thai & Ramen

J. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

K. CITY ADMINISTRATOR REPORT

L. 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: Presentation of Warrants
From: Becca Davis CPFO, Finance Director
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

April 21, 2026

Purpose:

To present warrants, written from March 1, 2026, through March 31, 2026, to City Council

Background:

City Code 4.2. Powers and duties of Council

...the Council shall have the responsibility and power to:

(d) Prepare and administer an annual budget, and post monthly in City Hall and make available to the public the line-by-line expenditures authorized by the council.

Fiscal Impact:

Total checks written: 196

Total amount: \$1,092,573.78

Workload Impact:

Minimal

Recommended Action:

Acknowledge presentation of the warrants by approval of the Consent Calendar.

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/26	03/30/2026	253406	503	FEDERAL EXPRESS	52-202-100	169.52
03/26	03/30/2026	253405	20221229	WOMENS FREEDOM MUSEUM	29-202-100	2,100.00
03/26	03/30/2026	253404	170078	TWIN BEARS	10-202-100	233.00
03/26	03/30/2026	253403	20220774	ORGANIC GARDENING SERVICES LLC	10-202-100	1,980.00
03/26	03/30/2026	253402	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	19.47
03/26	03/30/2026	253401	2021089	NATIONSEARCH.COM LLC	10-202-100	117.78
03/26	03/30/2026	253400	20200300	MORENO, MARCUS	10-202-100	2,030.00
03/26	03/30/2026	253399	145606	MILE HIGH ACE HARDWARE	10-202-100	101.80
03/26	03/30/2026	253398	43	LEGAL SHIELD	10-202-100	618.95
03/26	03/30/2026	253397	436	HOME DEPOT CREDIT SERVICES	10-202-100	128.93
03/26	03/30/2026	253396	568	HEALTHCARE MEDICAL WASTE SERVICES	10-202-100	230.00
03/26	03/30/2026	253395	580	ENGELHARDT, BENJAMIN LEO	10-202-100	17,193.40
03/26	03/30/2026	253394	20221195	ENGELHARDT, BEN	10-202-100	1,031.19
03/26	03/30/2026	253393	125	CEM SALES & SERVICE	10-202-100	3,330.50
03/26	03/30/2026	253392	358	BOUND TREE MEDICAL, LLC.	10-202-100	1,192.05
03/26	03/30/2026	253391	145724	AMAZON CAPITAL SERVICES	10-202-100	6,409.58
03/26	03/30/2026	253390	144506	ADVANCE AUTO PARTS	55-202-100	147.69
03/26	03/26/2026	253389	594	HORD, COPLAN, MACHT	39-202-100	23,922.50
03/26	03/26/2026	253388	20220883	DIVISION OF CHILD SUPPORT	10-202-100	312.00
03/26	03/26/2026	253387	642	CORE & MAIN LP	10-202-100	286.75
03/26	03/25/2026	253386	939	MANITOU ART CENTER	29-202-100	43,716.00
03/26	03/25/2026	253385	551	XEROX FINANCIAL SVCS/MARLIN LEASING CORP	10-202-100	1,821.81
03/26	03/25/2026	253384	20220651	WORKWELL OCCUPATIONAL MEDICINE	52-202-100	140.00
03/26	03/25/2026	253383	436	HOME DEPOT CREDIT SERVICES	10-202-100	.00 V
03/26	03/25/2026	253382	690	CENTURYLINK	52-202-100	2,576.63
03/26	03/24/2026	253381	551	XEROX FINANCIAL SVCS/MARLIN LEASING CORP	10-202-100	1,680.12
03/26	03/24/2026	253380	160197	VERMEER SOUTH	10-202-100	268.74
03/26	03/24/2026	253379	20221166	TOFFEL, LESLIE E	10-202-100	847.00
03/26	03/24/2026	253378	662	TAYCO SCREEN PRINTING	10-202-100	2,744.00
03/26	03/24/2026	253377	160507	STARFISH AQUATICS INSTITUTE	10-202-100	749.00
03/26	03/24/2026	253376	20200287	SHELDON'S AUTO REPAIR	10-202-100	80.74
03/26	03/24/2026	253375	194	RAMPART	10-202-100	124.54
03/26	03/24/2026	253374	2021089	NATIONSEARCH.COM LLC	10-202-100	260.82
03/26	03/24/2026	253373	20200300	MORENO, MARCUS	10-202-100	621.00
03/26	03/24/2026	253372	144632	MIRAMONT CASTLE	29-202-100	43,716.00
03/26	03/24/2026	253371	145606	MILE HIGH ACE HARDWARE	10-202-100	45.16
03/26	03/24/2026	253370	1118	MELCON COMMUNICATIONS LLP	10-202-100	3,050.00
03/26	03/25/2026	253369	106	MANITOU SPRINGS CHAMBER OF COMMERCE	29-202-100	.00 V
03/26	03/24/2026	253368	20221228	LAWSON PRODUCTS INC	55-202-100	84.07
03/26	03/24/2026	253367	436	HOME DEPOT CREDIT SERVICES	10-202-100	380.36
03/26	03/24/2026	253366	20220261	HOLMAN	55-202-100	247.95
03/26	03/24/2026	253365	160597	HISTORIC MANITOU SPRINGS	29-202-100	43,716.00
03/26	03/24/2026	253364	432	GRAINGER	10-202-100	838.99
03/26	03/24/2026	253363	188	GALLS, LLC	10-202-100	360.80
03/26	03/24/2026	253362	1806	COMCAST	55-202-100	232.89
03/26	03/24/2026	253361	144983	CINTAS FIRE	10-202-100	7,027.30
03/26	03/24/2026	253360	1516	CASELLE INC	10-202-100	800.00
03/26	03/24/2026	253359	20220370	BRAVO SCREEN PRINTING INC	10-202-100	949.72
03/26	03/24/2026	253358	145724	AMAZON CAPITAL SERVICES	10-202-100	575.75
03/26	03/24/2026	253357	20200132	ALLEN, MICHAEL T	10-202-100	1,125.00
03/26	03/24/2026	253356	144506	ADVANCE AUTO PARTS	10-202-100	196.72
03/26	03/18/2026	253355	20220120	WM CORPORATE SERVICES, INC.	54-202-100	1,976.40
03/26	03/18/2026	253354	20200170	UNITED SITE SERVICES	55-202-100	737.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/26	03/18/2026	253353	1194	TARGETSOLUTIONS LEARNING LLC	10-202-100	528.65
03/26	03/18/2026	253352	17001	STAPLES BUSINESS ADVANTAGE	10-202-100	46.92
03/26	03/18/2026	253351	20220393	ROCKSOL CONSULTING GROUP INC	26-202-100	9,725.68
03/26	03/18/2026	253350	20221086	NOMATIX	10-202-100	2,468.75
03/26	03/18/2026	253349	142083	MCCANDLESS TRUCK CENTER LLC	10-202-100	296.92
03/26	03/18/2026	253348	1009	MARCUS ELECTRIC LLC	55-202-100	325.00
03/26	03/18/2026	253347	20220763	FRANSEN PITTMAN GENERAL CONTRACTORS	26-202-100	15,000.00
03/26	03/18/2026	253346	20220017	CYBERSOURCE CORPORATION	55-202-100	548.00
03/26	03/18/2026	253345	310	COLORADO SPRINGS WINWATER	10-202-100	975.00
03/26	03/18/2026	253344	170	CIRSA	10-202-100	260,456.64
03/26	03/18/2026	253343	1410	BOBCAT OF THE ROCKIES	10-202-100	710.95
03/26	03/18/2026	253342	426	AMERICAN LOCK & KEY	55-202-100	245.00
03/26	03/18/2026	253341	145600	AMERICAN BATTERY CORPORATION	10-202-100	280.58
03/26	03/18/2026	253340	20200281	ALL COPY PRODUCTS INC	10-202-100	152.94
03/26	03/16/2026	253339	160160	WONG, MARK	10-202-100	9,379.23
03/26	03/16/2026	253338	20221181	WHISTLE EXPRESS CAR WASH	10-202-100	70.00
03/26	03/16/2026	253337	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	200.84
03/26	03/16/2026	253336	202195	WATTERS H2O SERVICES	52-202-100	6,418.75
03/26	03/16/2026	253335	743	USA BLUEBOOK	52-202-100	181.80
03/26	03/16/2026	253334	170078	TWIN BEARS	10-202-100	84.00
03/26	03/16/2026	253333	20220387	STUTZMAN, KARA	10-202-100	400.00
03/26	03/16/2026	253332	20200287	SHELDON'S AUTO REPAIR	10-202-100	194.50
03/26	03/16/2026	253331	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	204.00
03/26	03/16/2026	253330	134	RED WING SHOES	53-202-100	200.00
03/26	03/16/2026	253329	194	RAMPART	10-202-100	440.77
03/26	03/16/2026	253328	256	POSTMASTER	10-202-100	5,000.00
03/26	03/16/2026	253327	2021089	NATIONSEARCH.COM LLC	10-202-100	97.94
03/26	03/16/2026	253326	20221227	NATIONAL ARBOR DAY FOUNDATION	10-202-100	399.70
03/26	03/16/2026	253325	20200300	MORENO, MARCUS	10-202-100	1,425.00
03/26	03/16/2026	253324	145606	MILE HIGH ACE HARDWARE	10-202-100	375.75
03/26	03/16/2026	253323	142003	MASTER BLASTER, INC.	10-202-100	2,610.00
03/26	03/16/2026	253322	1009	MARCUS ELECTRIC LLC	10-202-100	250.00
03/26	03/16/2026	253321	15009	JR ENGINEERING LLC	53-202-100	277.50
03/26	03/16/2026	253320	148807	HOFFMANN, PARKER, WILSON & CARBERRY	55-202-100	31,568.26
03/26	03/16/2026	253319	681	HACH COMPANY	52-202-100	1,266.30
03/26	03/16/2026	253318	658	EL PASO COUNTY PUBLIC HEALTH LABORATORY	10-202-100	654.00
03/26	03/16/2026	253317	361	DAWSON INFRASTRUCTURE SOLUTIONS	10-202-100	7,955.09
03/26	03/16/2026	253316	642	CORE & MAIN LP	39-202-100	452.59
03/26	03/16/2026	253315	310	COLORADO SPRINGS WINWATER	39-202-100	509.25
03/26	03/16/2026	253314	177	COLORADO SPRINGS UTILITIES	55-202-100	186.88
03/26	03/16/2026	253313	512	BOOT BARN	53-202-100	362.63
03/26	03/16/2026	253312	20220035	AMERITAS LIFE INSURANCE COMPANY	10-202-100	900.64
03/26	03/16/2026	253311	426	AMERICAN LOCK & KEY	10-202-100	20.00
03/26	03/16/2026	253310	145724	AMAZON CAPITAL SERVICES	10-202-100	867.53
03/26	03/12/2026	253309	20220651	WORKWELL OCCUPATIONAL MEDICINE	10-202-100	70.00
03/26	03/12/2026	253308	1027	WESTERN PAPER DISTRIBUTORS, INC.	10-202-100	292.71
03/26	03/12/2026	253307	231	VERIZON WIRELESS	10-202-100	4,079.04
03/26	03/12/2026	253306	596	TAYLOR FENCE COMPANY	10-202-100	150.00
03/26	03/12/2026	253305	529	ROCKY MOUNTAIN RESERVE	10-202-100	223.02
03/26	03/12/2026	253304	187	O'REILLY AUTO PARTS / FIRST CALL	53-202-100	127.92
03/26	03/12/2026	253303	20220738	HARBOR FREIGHT COMMERCIAL ACCOUNT	10-202-100	12.99
03/26	03/12/2026	253302	160394	GUIRY'S INC.	10-202-100	111.88
03/26	03/12/2026	253301	188	GALLS, LLC	10-202-100	289.64
03/26	03/12/2026	253300	150063	E-470 PUBLIC HIGHWAY AUTHORITY	10-202-100	33.75
03/26	03/12/2026	253299	20220883	DIVISION OF CHILD SUPPORT	10-202-100	312.00
03/26	03/12/2026	253298	1806	COMCAST	10-202-100	355.24
03/26	03/12/2026	253297	177	COLORADO SPRINGS UTILITIES	55-202-100	12,115.19

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/26	03/12/2026	253296	726	BURLAP BAG	54-202-100	83.60
03/26	03/12/2026	253295	358	BOUND TREE MEDICAL,LLC.	10-202-100	3,186.34
03/26	03/12/2026	253294	20220180	BATTERIES + BULBS #090	55-202-100	152.80
03/26	03/12/2026	253293	145724	AMAZON CAPITAL SERVICES	10-202-100	318.49
03/26	03/09/2026	253292	20220809	VERSATERM PUBLIC SAFETY US INC	10-202-100	2,885.15
03/26	03/09/2026	253291	269	THE GAZETTE	10-202-100	323.88
03/26	03/09/2026	253290	20200287	SHELDON'S AUTO REPAIR	10-202-100	218.48
03/26	03/09/2026	253289	380	POTESTIO BROTHERS EQUIPMENT	10-202-100	14,824.81
03/26	03/09/2026	253288	160404	PIKES PEAK POLARIS	55-202-100	906.23
03/26	03/09/2026	253287	187	O'REILLY AUTO PARTS / FIRST CALL	10-202-100	20.71
03/26	03/09/2026	253286	2021089	NATIONSEARCH.COM LLC	10-202-100	38.66
03/26	03/09/2026	253285	774	HOWELL, DENISE	10-202-100	95.87
03/26	03/09/2026	253284	1258	HARDLINE EQUIPMENT	55-202-100	1,356.00
03/26	03/09/2026	253283	432	GRAINGER	10-202-100	13.89
03/26	03/09/2026	253282	188	GALLS, LLC	10-202-100	176.19
03/26	03/09/2026	253281	20220583	FISHER, LESA	10-202-100	11.98
03/26	03/09/2026	253280	193	DANIELS LONG CHEVROLET	10-202-100	483.44
03/26	03/09/2026	253279	144983	CINTAS FIRE	10-202-100	770.27
03/26	03/09/2026	253278	145724	AMAZON CAPITAL SERVICES	10-202-100	673.50
03/26	03/09/2026	253277	144506	ADVANCE AUTO PARTS	10-202-100	345.12
03/26	03/06/2026	253276	213	WHISLER INDUSTRIAL SUPPLY	10-202-100	162.00
03/26	03/06/2026	253275	203	UTILITY NOTIFICATION CENTER OF COLORADO	52-202-100	515.25
03/26	03/06/2026	253274	20220843	STARGUARD ELITE LLC	10-202-100	500.00
03/26	03/06/2026	253273	20200287	SHELDON'S AUTO REPAIR	10-202-100	151.73
03/26	03/06/2026	253272	144342	ROCKY TOP RESOURCES, INC.	10-202-100	850.58
03/26	03/06/2026	253271	855	ROCKY MOUNTAIN AIR SOLUTIONS	52-202-100	1,808.46
03/26	03/06/2026	253270	20221144	REMINGTON BUILDERS GROUP	39-202-100	33,971.34
03/26	03/06/2026	253269	194	RAMPART	10-202-100	40.80
03/26	03/06/2026	253268	20220907	PYRAMID CONSTRUCTION INC	11-202-100	3,974.81
03/26	03/06/2026	253267	18922	PREFERRED DOCUMENT SOLUTIONS	10-202-100	57.49
03/26	03/06/2026	253266	145606	MILE HIGH ACE HARDWARE	10-202-100	237.95
03/26	03/06/2026	253265	1258	HARDLINE EQUIPMENT	55-202-100	3,475.00
03/26	03/06/2026	253264	955	FOUNTAIN CREEK WATERSHED	10-202-100	2,671.00
03/26	03/06/2026	253263	145514	CRAIG'S POWER EQUIPMENT	10-202-100	17.63
03/26	03/06/2026	253262	160116	CO ASSOC OF CHIEFS OF POLICE	10-202-100	455.00
03/26	03/06/2026	253261	170	CIRSA	10-202-100	6,254.01
03/26	03/06/2026	253260	1516	CASELLE INC	10-202-100	2,431.00
03/26	03/06/2026	253259	745	ASCAP	10-202-100	138.22
03/26	03/06/2026	253258	20220927	AQUEOUS SOLUTION, THE	10-202-100	438.93
03/26	03/06/2026	253257	426	AMERICAN LOCK & KEY	10-202-100	15.80
03/26	03/06/2026	253256	145724	AMAZON CAPITAL SERVICES	10-202-100	103.10
03/26	03/06/2026	253255	37	AFLAC	10-202-100	34.40
03/26	03/04/2026	253254	20200273	WOLFCO COMMERCIAL SERVICES	10-202-100	659.00
03/26	03/04/2026	253253	20221181	WHISTLE EXPRESS CAR WASH	10-202-100	133.00
03/26	03/04/2026	253252	20221211	WEST, AMANDA J	10-202-100	3,060.00
03/26	03/04/2026	253251	10064	WASTE CONNECTIONS	10-202-100	1,078.19
03/26	03/04/2026	253250	10065	WASTE CONNECTIONS	10-202-100	4,417.64
03/26	03/04/2026	253249	20221166	TOFFEL, LESLIE E	10-202-100	777.00
03/26	03/04/2026	253248	20220393	ROCKSOL CONSULTING GROUP INC	26-202-100	1,459.31
03/26	03/04/2026	253247	20211010	ROADSAFE TRAFFIC SYSTEMS INC	55-202-100	915.00
03/26	03/04/2026	253246	20220907	PYRAMID CONSTRUCTION INC	26-202-100	325,216.31
03/26	03/04/2026	253245	20220037	NEW YORK LIFE	10-202-100	1,084.60
03/26	03/04/2026	253244	145606	MILE HIGH ACE HARDWARE	55-202-100	104.56
03/26	03/04/2026	253243	202158	MACDOUGALL & WOLDRIDGE PC	52-202-100	5,292.00
03/26	03/04/2026	253242	20220267	LUCKY DOG CONTRACTING	54-202-100	570.47
03/26	03/04/2026	253241	20220094	LEWIS, REGINA A	10-202-100	4,500.00
03/26	03/04/2026	253240	43	LEGAL SHIELD	10-202-100	600.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/26	03/04/2026	253239	20221222	JUNK REMOVED NOW	10-202-100	3,600.00
03/26	03/04/2026	253238	144289	ITRON, INC.	52-202-100	937.86
03/26	03/04/2026	253237	432	GRAINGER	10-202-100	43.73
03/26	03/04/2026	253236	188	GALLS, LLC	10-202-100	515.38
03/26	03/04/2026	253235	160344	FLAIR DATA SYSTEMS	10-202-100	3,579.00
03/26	03/04/2026	253234	503	FEDERAL EXPRESS	52-202-100	13.99
03/26	03/04/2026	253233	1806	COMCAST	55-202-100	457.25
03/26	03/04/2026	253232	160224	COLORADO SPRINGS UTILITIES	55-202-100	1,939.20
03/26	03/04/2026	253231	177	COLORADO SPRINGS UTILITIES	52-202-100	7,743.89
03/26	03/04/2026	253230	844	COLORADO ASSOC OF CHEIFS OF POLICE	10-202-100	700.00
03/26	03/04/2026	253229	1124	CLEARWAY ENERGY GROUP LLC	52-202-100	1,879.48
03/26	03/04/2026	253228	384	CLEARWAY ENERGY GROUP	10-202-100	2,131.26
03/26	03/04/2026	253227	848	CENTURYLINK	10-202-100	292.62
03/26	03/04/2026	253226	20220956	BASELINE ENGINEERING CORPORATION	10-202-100	1,733.00
03/26	03/04/2026	253225	1090	AMERICAN SIGNAL CORPORATION	39-202-100	12,804.87
03/26	03/04/2026	253224	142031	AMERICAN LEAK DETECTION	39-202-100	1,855.00
03/26	03/04/2026	253223	145600	AMERICAN BATTERY CORPORATION	53-202-100	243.08
03/26	03/04/2026	253222	145724	AMAZON CAPITAL SERVICES	10-202-100	635.58
03/26	03/04/2026	253221	653	ALERT FIRST AID & SAFETY SERVICE INC	10-202-100	219.03
03/26	03/04/2026	253220	144506	ADVANCE AUTO PARTS	53-202-100	110.36
03/26	03/03/2026	253128	396	BASELINE ASSOCIATES INC	10-202-100	1,733.00- V
03/26	03/30/2026	253104	503	FEDERAL EXPRESS	52-202-100	169.52- V
03/26	03/10/2026	252836	436	HOME DEPOT CREDIT SERVICES	10-202-100	13.34- V
03/26	03/24/2026	22069	615	CARDMEMBER SERVICE	10-202-100	2,769.08 M
03/26	03/16/2026	22068	615	CARDMEMBER SERVICE	53-202-100	2,191.31 M
03/26	03/12/2026	22067	615	CARDMEMBER SERVICE	10-202-100	480.67 M
03/26	03/09/2026	22066	615	CARDMEMBER SERVICE	10-202-100	2,563.01 M
03/26	03/06/2026	22065	615	CARDMEMBER SERVICE	10-202-100	3,098.08 M
03/26	03/04/2026	22064	615	CARDMEMBER SERVICE	10-202-100	762.94 M
Grand Totals:		196				1,092,573.78

Report Criteria:

Report type: Summary

Check.Type = {<-} "Adjustment"



Memorandum

Title: April 7, 2026 City Council Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

April 21, 2026

Purpose:

To review and approve the meeting minutes from the April 7, 2026 City Council meeting.

Background:

The City Council met in regular session on April 7, 2026.

Fiscal Impact:

None.

Workload Impact:

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

Recommended Action:

Approve the April 7, 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
April 7, 2026

The City Council of Manitou Springs met in Regular Session on Tuesday, April 7, 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

F. CALL TO ORDER

Mayor Johnson called the meeting to order at 7:25 PM.

G. APPROVAL OF AGENDA

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

H. PUBLIC COMMENT ON NON-AGENDA ITEMS

Sharon Scanlan, Manitou Springs resident and owner of Cherokee of Manitou, commented on repeated excavation in the right-of-way adjacent to her business, which has disrupted drainage and contributed to flooding and muddy conditions. She raised concerns about incomplete restoration following the recent Creek Walk Trail work, including an unpaved area and an open hole that poses a safety risk. She also reported that construction activity blocked access to her business, resulting in significant revenue loss, and emphasized the need for improved coordination and communication with affected property and business owners.

I. CONSENT CALENDAR

1. March 17, 2026 City Council Minutes

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

2. Action on Reappointment of Robin Kovats to the Open Space Advisory Committee
3. Action on Reappointment and Status Change for Open Space Advisory Committee Member Sheryl Cline
4. Action on Status Change for Open Space Advisory Committee Member Cassandra Bresnahan

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

11. March 17, 2026 City Council Minutes

Councilor Latimer noted that the date for the informal community meeting announced under Council Correspondence was incorrect and should be dated March 24, 2026.

Councilor Latimer moved to approve the minutes as amended to correct the meeting date as noted. The motion was seconded by Councilor Storm. The motion carried (7-0).

J. PRESENTATION

1. Proclamation No. 0326, a Proclamation to Recognize April as Child Abuse Prevention Month

Councilor Storm read Proclamation No. 0326 into the record, recognizing April as Child Abuse Prevention Month.

Catania Jones, Director of Children, Youth, and Family Services for El Paso County, expressed support for the proclamation. She reported that in 2025 there were 24,462 calls to the Child Abuse and Neglect Reporting Hotline in El Paso County, noting that calls help connect families to resources and provide valuable information for caseworkers, even when they do not result in an open case. She emphasized the Department's commitment to child safety and the importance of community partnerships, and highlighted supportive programs including the Center on Fathering and an upcoming Men's Resource Fair on April 17, 2026.

2. Proclamation No. 0426, a Proclamation Recognizing April 24, 2026 as National Arbor Day

Mayor Pro Tem Chandler read Proclamation No. 0426 into the record, recognizing April 24, 2026 as National Arbor Day. She noted that Manitou Springs is a certified Tree City USA community and commended the City.

K. BUSINESS

1. Consideration of Resolution No. 0926, A Resolution of the City of Manitou Springs City Council Adopting Updated Non-Reservoir Triggers for Water Restriction Levels 1-4

Public Services Director Schmitt explained that the proposed resolution would update the City Code to incorporate additional data-based triggers for water restrictions beyond reservoir levels. He noted that while current thresholds are based on raw water supply, the update would include factors such as turbidity, system water loss, infrastructure failures, emergency conditions, and the need to maintain adequate water supply for firefighting. He added that the approach aligns with practices used by other municipalities and incorporates guidance from partner agencies, including Colorado Springs Utilities, as well as considerations such as drought conditions and fire danger levels to provide a more comprehensive and responsive framework.

There was a brief discussion about the water tank. Public Services Director Schmitt stated that the water tank project is estimated to take three months. He explained that the tank has reached a critical stage and requires rehabilitation to prevent deterioration. The project includes draining the tank and completing interior lining work, which requires specific temperature conditions. He noted the work is scheduled for spring to align with higher water availability and maintain supply during construction.

Water Treatment Plant Operator in Responsible Charge (ORC) John Elwell added that while the timing is not ideal and temporarily reduces finished water capacity, the work is necessary due to the tank's age and interior deterioration. He indicated that additional conditions may be identified once the tank is fully drained and accessible.

There was a discussion about funding the water tank rehabilitation project, during which Public Services Director Schmitt explained that the project is part of a larger State Revolving Fund loan that includes multiple water system improvements. He noted that the funding carries specific compliance requirements, and that the project must be completed within the required timeframe. He added that the City also received a grant from the Department of Local Affairs (DOLA) to support the project.

Councilor Storm expressed support for the changes.

Mayor Pro Tem Chandler moved to approve Resolution 0926, A Resolution of the City of Manitou Springs City Council Adopting Updated Non-Reservoir Triggers for Water Restriction Levels 1-4. The motion was seconded by Councilor Storm. The motion carried unanimously (7-0).

L. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Mayor Pro Tem Chandler shared that the Colorado Municipal League (CML) Legislative Update was rescheduled to April 8, 2026. She added that the State appears to be facing a budget shortfall, which may have some impact on the City.

Councilor Latimer shared that she has had two residents contact her to express support for reinstating free or low-cost charging stations at Schryver Park. She announced that the Chamber of Commerce is hosting a Diamond Jubilee Celebration for their 75th Anniversary on April 30, 2026.

There was a brief discussion about City Council Open Mic Nights. Mayor Johnson explained that the format will be informal and is expected to be a learning experience. She noted that the City will observe how the community self-regulates the discussion and that the Council will navigate participation rules as the process develops.

Mayor Johnson announced that the CML Conference will be June 23, 2026 through June 26, 2026, and that the City Council is meeting for a Budget Work Session on Thursday April 9, 2026, at 8:00 AM in City Hall. Mayor Johnson shared that the Pikes Peak Area of Council Governments (PPACG) expressed interest in a human trafficking initiative, including a proclamation and other materials, such as posters.

M. CITY ADMINISTRATOR REPORT

City Administrator Howell reported on the following:

- There is a Blood Drive on April 9, 2026, at 10:00 AM at Community Congregational Church of Manitou Springs.
- Volunteers completed 8 hours of work in Black Canyon Open Space over the weekend of April 4, 2026 through April 5, 2026.

ADJOURN

With no other items to discuss, Councilor Latimer moved to adjourn the meeting. The motion was seconded by Councilor Wolfe. The motion carried unanimously (7-0). The meeting adjourned at 7:57 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: Contract Amendment between the City of Manitou and JR Engineering for the Ruxton Ave Project in the amount of \$76,000

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

April 21, 2026

Purpose:

To consider approving an amendment to the JR Engineering contract for the Ruxton Avenue project for the ROW and Environmental clearance phase in the amount of \$76,000, with an additional 15% contingency authorization to be managed by staff if unforeseen issues arise that require timely adjustments to maintain project schedule and funding eligibility. This amendment is critical to completing federally required Right-of-Way (ROW), Environmental, and Historical clearances, which are necessary to advance the project through the Colorado Department of Transportation (CDOT) design and funding process, and to maintain compliance with Pikes Peak Area Council of Governments (PPACG) requirements for continued federal funding participation.

Background:

The Ruxton Avenue Project is a multi-phase transportation improvement effort involving coordination between the City of Manitou Springs, Colorado Department of Transportation (CDOT), Pikes Peak Area Council of Governments (PPACG), and Colorado Springs Utilities (CSU). The project includes roadway, sidewalk, curb and gutter, storm sewer, and related infrastructure improvements. The original Agreement with JR Engineering for the Ruxton Avenue Project was entered into on June 15, 2021, to provide design and utility engineering services in support of the project. As the project has advanced, additional amendments have been required to address expanded scope necessary to meet federal, CDOT, and PPACG requirements.

The most recent amendment (Third Amendment) was executed on March 24, 2026, and authorized additional services totaling \$47,570, including:

- Project management support,
- Identification and visual scoping of sanitary sewer lines, and
- Coordination with Colorado Springs Utilities.

This amendment allowed the project to continue advancing design coordination, utility evaluation,



and interagency collaboration. The proposed action represents the Fourth Amendment to the JR Engineering agreement and is focused on advancing Right-of-Way (ROW) and clearance-related activities that must be completed before the project can proceed to final design, construction authorization, and advertisement.

The Fourth Amendment will include additional scope for the consultant to complete the following tasks:

- Identify properties along Ruxton Avenue impacted by the project,
- Access and review property title information,
- Prepare Right-of-Way (ROW) plans for the ROW Plan Review in accordance with CDOT standards and federal requirements,
- Develop a list of affected properties, including the type of easement or acquisition strategy required, and
- Attend field meetings and coordination meetings with CDOT and City staff, as needed.

Completion of these tasks is required to define project impacts, satisfy federal clearance requirements, and allow the project to advance through CDOT review milestones.

Clearances and Their Role in the CDOT FIR and FOR Process

Federally funded CDOT projects advance through formal design review milestones that also serve as funding authorization checkpoints. At the Field Investigation Review (FIR), approximately 50 percent design, CDOT confirms that the project footprint and impacts are sufficiently defined and that ROW, environmental, and historical impacts have been identified, with assurance that ROW needs are clearly defined, environmental and cultural investigations are progressing, and funding is in place to continue required clearance work, even though final ROW acquisition and environmental approvals are not yet required. The Final Office Review (FOR), approximately 90 percent design, confirms the project is ready to proceed to final plans, construction authorization, and advertisement, and requires that ROW clearances be substantially complete or clearly defined, environmental and historical clearances be completed and accepted by CDOT, and clearance-related risks be resolved to avoid construction delays. Without completion of the work funded by this amendment, the project cannot advance to FOR or receive construction authorization.

Why this amendment is structured in phases:

This amendment is intentionally structured to address ROW and clearance activities first, rather than combining all remaining design work into a single action.



ROW-Eligible Funding Utilization

A portion of the federal funding allocated to the project is restricted to Right-of-Way activities. Approving this amendment ensures ROW-eligible funds are used appropriately, clearance work proceeds without delay, and the project remains compliant with federal and CDOT funding requirements.

Clearances Define Final Design

ROW, environmental, and historical clearances directly influence final alignment, easement limits, construction boundaries, and mitigation needs. Completing these clearances first reduces risk, limits redesign, and improves cost certainty.

Alignment with CDOT and PPACG Requirements

Both CDOT and PPACG require confirmation that clearance work is actively advancing before continuing to authorize federal funds. Approval of this amendment demonstrates the City is advancing the project in the correct sequence, actively managing federal compliance, and maintaining PPACG funding eligibility.

Future Amendment for Final Design

Once ROW, environmental, and historical clearances are sufficiently defined and accepted by CDOT, a separate amendment will be brought forward to:

- Authorize final design (FOR-level services),
- Incorporate clearance-driven refinements, and
- Advance the project toward construction documents and advertisement.

This phased approach ensures responsible use of federal funds and allows City Council to review each major milestone independently.

Fiscal Impact:

This amendment authorizes \$76,000 in CDOT-provided funding, with an additional 15% contingency authorization to be managed by staff. The contingency allows staff to address unforeseen ROW or clearance issues that may require prompt action to maintain project schedule, FIR/FOR approvals, and PPACG funding eligibility. This amendment does not increase City funding.

Workload Impact:

This amendment will require continued project management, coordination with CDOT, PPACG, CSU,



and consulting teams, and oversight of ROW and clearance activities.

Recommended Action:

Approve authorizing the Mayor to execute the Fourth Amendment to the JR Engineering contract in the amount of \$76,000, with a 15% contingency authorization, for a total authorization of \$87,400. This enables completion of required Right-of-Way, Environmental, and Historical clearances, maintaining PPACG funding eligibility, and allowing the Ruxton Avenue Project to advance through CDOT Field Investigation Review (FIR) and Final Office Review (FOR) milestones toward construction.

AMENDMENT TO AGREEMENT

1. This amendment (the "Amendment") #4 is made and entered into this **21st day of April, 2026**, by and between the City of Manitou Springs and **JR Engineering**, amending the amendment entered in on **24th day of March, 2026** and then the original Agreement entered on the **15th day of June, 2021** (the "Agreement").
2. The Agreement is amended as follows for Ruxton Ave. improvement project 21817 according to **Exhibit A** that contains more details for the following scope items.
 - a. Conduct additional right-of-way and private property research and survey as needed.
 - b. Identify properties impacted by the Project.
 - c. Pull the property titles of parcels where public improvements encroach onto private property.
 - d. List the properties, type of easement, or acquisition.
 - e. Prepare exhibits and recommendations for the area of Ruxton Avenue adjacent to the Chateau.
 - f. Attend field meetings and meetings with CDOT and the City as needed.
3. The services identified in the preceding paragraph do not exceed Seventy-Six Thousand (\$76,000). The work identified above shall not exceed the amount shown.
4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

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

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

CITY OF MANITOU SPRINGS, COLORADO

City Administrator

CONSULTANT

Glenn D. Ellis

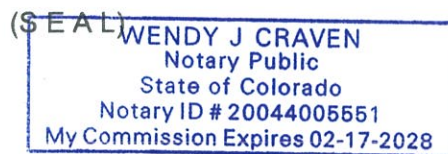
STATE OF COLORADO)

) ss.

COUNTY OF Arapahoe)

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this 17 day of April, 2026 by Glenn D. Ellis, as Client Manager of J&K Engineering LLC.

My commission expires:



Wendy J Craven

Notary Public

Exhibit A

Scope and Fee for Ruxton Ave. for Right of Way plan preparation

City of Manitou Springs
Ruxton Corridor
Design and Utility Engineering

Scope of Work
(Right-of-Way (modified))
Option F
April 16, 2026

Project Description

The overall proposed improvements along the Ruxton Avenue corridor include the following items. The initial scope will be reduced to allow for up front planning to better define the future project elements.

- Improve Ruxton Avenue between Manitou Avenue and the Incline access entrance. The approximately 3,400' of improvements will include removing and replacing the curb, gutter, and sidewalk, and providing multi-modal accessibility along the north side of the corridor and reserved parking along the south side of the road. The existing roadway will receive a mill and overlay. Additionally, all improvements are anticipated to be designed so that No-Rise certification can be achieved.
- Utility Coordination with Colorado Springs Utilities and other overhead utility owners to determine feasibility of relocating utility poles that conflict with the proposed improvements.
- Replace and potentially expand the existing storm sewer system to collect and convey surface runoff.
- Replace existing sanitary sewer manholes, and line the existing sanitary sewer system.
- Install new valves on the existing water main, and install additional fire hydrants.
- Construction phasing and traffic control plans to balance accessibility needs and construction efforts.
- Utilize the existing survey previously conducted, and supplement as needed.
- Utilize the existing subsurface utility engineering documentation, and supplement as required along the proposed storm sewer system.

Scope of Work

This Scope of Work defines the work, deliverables, schedule, and fees for each of the tasks described in detail below. If scope has been identified as not being needed during this initial effort, it has been struck through and the text greyed back. For example, "~~Perform Utility Locates~~" indicates a future work effort, not included at this time. This ensures that the overall scoping effort is not overlooked, and can be incorporated with a future amendment.

Task 7: Right-of-way Plans

Description: JR Engineering's teaming partner, Drexel, Barrell, ~~will prepare right-of-way plans, and legal descriptions and exhibits, in accordance with CDOT requirements. The plans will detail easement locations identified during the preliminary design stage, and will be reviewed by CDOT at the Right of way Plan Review meeting. The plans will be updated and finalized for CDOT clearances. The project team does not anticipate the need for appraisals at this time, but if they are needed as design progresses, future scope and fees can be negotiated for these services.~~ JR Engineering will utilize the existing survey data provided previously by the City, with Drexel, Barrell providing supplemental right-of-way research and survey as needed. Drexel, Barrell will prepare legal descriptions and exhibits for permanent easements (PE), ~~temporary easements (TE),~~ and right-of-way acquisitions (ROW). CDOT will lead the acquisition process.

1. Conduct supplemental research and survey for right-of-way and property monumentation. Update base cad files.
2. Identify areas of concern with encroachments into right-of-way, and public improvements within private property, and work to resolve.
- ~~3. Prepare legal descriptions for TE's, PE's, and ROW.~~
- ~~4. Obtain Title Commitments for impacted parcels.~~
- ~~5. Stake easement locations as needed.~~
- ~~6. Prepare right of way plans.~~

Assumptions:

- ~~1. 60 Temporary easement legal descriptions and exhibits.~~
2. 12 Permanent easement legal descriptions and exhibits.
- ~~3. 4 Right-of-way deed legal descriptions and exhibits.~~
- ~~4. Prepare 10 exhibits and stake easement boundaries for property owners.~~
- ~~5. Title Commitments will be obtained for impacted properties.~~
- ~~6. Title insurances is not included, but can be provided for an additional fee.~~

Deliverables:

- ~~1. Title Commitments.~~
- ~~2. Right of way plans~~
- ~~3. Legal descriptions and exhibits for TE, PE, and ROW acquisitions.~~

Total Fee: \$76,000



Contract Checklist and Submission



Project Name *

Max 30 characters allowed for Project Name

21817_Ruxton_Ave_Amend_4_ROW

A name for this contract to distinguish from other contracts with same company - even on same projects (eg: Amend 2)

Upload Contract Here *

Ensure title of contract is: "Company Name" "Project" Agreement "Eff Date"

Drag and drop files here to upload or
Choose files

Files (1 uploaded)

✓

[JR Engineering Amend 4 Ruxton ROW work 4-21-26 - signed by contractor.pdf](#)

1.03MB

(Up to 25MB)

Are there exhibits included in this Contract? *

☒ Yes ☐ No

Upload Exhibit(s) Here *

Ensure title of each exhibit is: Exhibit "#" "Company Name" "Project"

Drag and drop files here to upload or
Choose files

Files (1 uploaded)

✓

[21817 JR Eng Amend 4 ROW April 2026 Exhibit...](#)

386.51KB

Upload each exhibit individually

City Department *

Public Services

Dept. Staff Member overseeing project *

Ben Schmitt

Type of Contract *

Amendment

Amendment/Change Order # *

4

Effective Date of Original Contract *

2026-04-21

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

☒ Yes ☐ No ☐ Partial

Indicate compliance with these requirements as applicable

Contact the Finance Department if you have any questions

- ☒ 2 CFR Section 200.321: Requirement for providing contracting opportunities for Small, Minority, and Women owned enterprises
- ☒ 2 CFR Section 200.323(a): Requirement for conducting an independent cost estimate before receipt of bid or proposal

Grant# *	Grant Amount *	City Match Amount *
17-HA2-XC-00013-M0002	\$ 4,412,676.00	\$ 917,286.00

Funding Agency *

CDOT

UEI# *

Required if related to State/Federal Funding

K7J8W56A9F76

Attach print out of www.sams.gov or applicable information

Drag and drop files here to upload or
Choose files

Files (1 uploaded)

 [EntityInformation 20260324...](#) 35.56KB

Project Description / Location *

200 Char Limit

Amendment #4 is for the initial Right-of-way services for Ruxton Ave. project that identifies the permanent easement and other ROW impacts, owners, and additional survey as needed.

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

Contract Effective Date *

2026-04-21



Term Date *

☒ Upon Completion ☐ End Date

Notification or Auto Renewal Date

☐ Check if contract requires a notification or has an auto renewal date

Agency/Business Information

Business Name - if not business, contractor's name *

JR Engineering

Phone Number *

3032676241

Must include dashes (xxx-xxx-xxxx)

Point of Contact (business person overseeing project) *

Glenn Ellis

Point of Contact relation to company (eg: Position title) *

Client Manager

Point of Contact Email *

Gellis@jrengineering.com

Point of Contact Phone Number *

720-383-3045

Must include dashes (xxx-xxx-xxxx)

Additional Interested Parties Email

krowe@manitouspringsco.gov

If Applicable - One email allowed

Agency/Business Address *

Street Address

5475 Tech Center Drive

Address Line 2

Suite 235

City

Colorado Springs

State

CO

Postal/Zip Code

80919

Contract Financials

Contract Amount *

\$ 76,000.00

Anticipated GL Code(s) *

39-499-826

If unknown, enter TBD

Approval Requirements *

- ☐ Less than \$20K - Department Head or Designee
- ☐ Over \$20K - City Administrator or Designee
- ☒ Over \$50K - City Council Required
- ☐ Over \$50K - Emergency - City Administrator or Designee
- ☐ Over \$100K, Formal RFP Process Required

Is project funded with PPRTA Funding *

- ☐ Yes
- ☒ No

If Yes AND is more than \$25k or amendment increases original agreement amount more than 15% ensure PPRTA Template used with PPRTA Provisions form Attached

Is a Bid/RFP Required? *

- ☐ Yes
- ☒ No

Reason Not Required *

Amendment

Do Contract Terms include insurance coverage or bond requirement?

- ☐ Yes
- ☒ No

If yes, attach Insurance and Bond Certificate Information.

Are Milestones included in this Contract? *

- ☒ Yes
- ☐ No

Is a Payment Schedule included in this Contract? *

- ☒ Yes
- ☐ No

Do you have additional Supporting Documentation relating to this contract?

- ☒ No
- ☐ Yes

Comments:



Memorandum

Title: Monthly Financial Report
From: Nate Moore, Sr. Budget Analyst
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 5 Minutes

April 21, 2026

Purpose:

In order to ensure fiscal responsibility, these financial reports are to be presented to Council monthly, so decisions made for the fiscal year are made with confidence.

Background:

Council wants a monthly report presented to see the current status of the City's revenues and expenditures, and any analysis that can be received from these reports so they have financial awareness in guiding the City during the fiscal year.

Fiscal Impact:

None

Workload Impact:

Minimal

Recommended Action:

Review Only

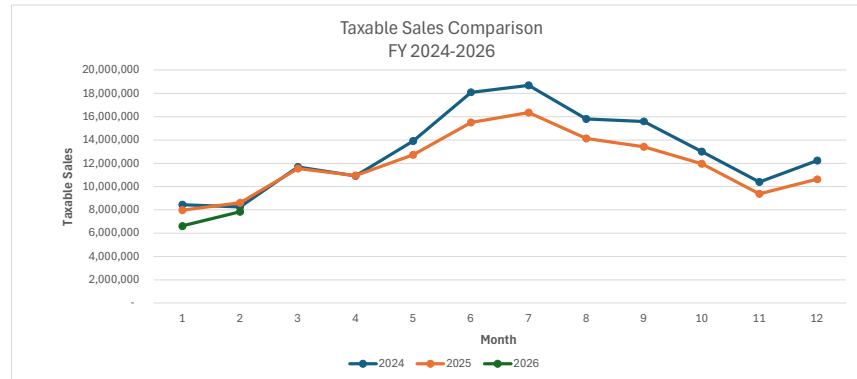
CITY OF MANITOU SPRINGS
REPORT OF SALES TAX COLLECTIONS/TAXABLE SALES
For the period from FEBRUARY 2024-2026

Sales tax percentage as of 2020: 3.9% as of July (3.5% General Fund, .1% Open Space Fund, .3% MACH).
Sales tax percentage as of 2022: MJ for City increased from 6% to 10% (State 1.5%, Regular Sales Tax 3.9%, City 10%)
Sales tax percentage as of June 2025: MJ for City reduced from 10% to 5%, State 1.5%, Regular Sales Tax 3.9%

MONTH	2024 3.9% MJ 11.5% COLLECTED			2025 3.9% MJ 11.5% COLLECTED			% Change in Sales 25/24		2026 3.9% MJ 6.5% COLLECTED			Change in Sales Tax Collected % 26/25		% CHANGE in Sales 26/25		% CHANGE in Sales 26/24	
	2024 TAXABLE SALES MONTH	2024 TAXABLE SALES YEAR TO DATE		2025 TAXABLE SALES MONTH	2025 TAXABLE SALES YEAR TO DATE		MONTH	YEAR	2026 TAXABLE SALES MONTH	2026 TAXABLE SALES YEAR TO DATE		Month	YEAR	MONTH	YEAR	MONTH	YEAR
JANUARY	\$ 609,510	8,456,010	\$ 8,456,010	\$ 575,575	7,987,620	\$ 7,987,620	-5.5%	-5.5%	\$ 301,090	\$ 6,617,365	\$ 6,617,365	-47.7%	-47.7%	-17.2%	-17.2%	-21.7%	-21.7%
FEBRUARY	\$ 515,600	8,257,169	\$ 16,713,179	\$ 587,309	8,598,881	\$ 16,586,501	4.1%	-0.8%	\$ 349,083	\$ 7,838,492	\$ 14,455,857	-40.6%	-44.1%	-8.8%	-12.8%	-5.1%	-13.5%
MARCH	\$ 821,993	11,679,058	\$ 28,392,237	\$ 723,401	11,544,602	\$ 28,131,103	-1.2%	-0.9%		\$ 14,455,857	\$ 14,455,857	-100.0%	-65.5%	-100.0%	-48.6%	-100.0%	-49.1%
APRIL	\$ 721,089	10,919,069	\$ 39,311,306	\$ 608,367	10,941,331	\$ 39,072,434	0.2%	-0.6%		\$ 14,455,857	\$ 14,455,857	-100.0%	-73.9%	-100.0%	-63.0%	-100.0%	-63.2%
MAY	\$ 848,548	13,915,705	\$ 53,227,011	\$ 645,448	12,722,762	\$ 51,795,196	-8.6%	-2.7%		\$ 14,455,857	\$ 14,455,857	-100.0%	-79.3%	-100.0%	-72.1%	-100.0%	-72.8%
JUNE	\$ 1,101,563	18,097,878	\$ 71,324,889	\$ 694,305	15,493,155	\$ 67,288,351	-14.4%	-5.7%		\$ 14,455,857	\$ 14,455,857	-100.0%	-83.0%	-100.0%	-78.5%	-100.0%	-79.7%
JULY	\$ 1,073,914	18,678,852	\$ 90,003,741	\$ 722,032	16,354,682	\$ 83,643,033	-12.4%	-7.1%		\$ 14,455,857	\$ 14,455,857	-100.0%	-85.7%	-100.0%	-82.7%	-100.0%	-83.9%
AUGUST	\$ 898,429	15,799,874	\$ 105,803,615	\$ 629,358	14,143,769	\$ 97,786,802	-3.6%	-1.4%		\$ 14,455,857	\$ 14,455,857	-100.0%	-87.5%	-100.0%	-85.2%	-100.0%	-86.3%
SEPTEMBER	\$ 964,549	15,592,261	\$ 121,395,876	\$ 595,481	13,425,659	\$ 111,212,461	-4.7%	-1.8%		\$ 14,455,857	\$ 14,455,857	-100.0%	-88.8%	-100.0%	-87.0%	-100.0%	-88.1%
OCTOBER	\$ 800,580	13,002,427	\$ 134,398,303	\$ 535,960	11,963,618	\$ 123,176,079	-4.9%	-2.1%		\$ 14,455,857	\$ 14,455,857	-100.0%	-89.7%	-100.0%	-88.3%	-100.0%	-89.2%
NOVEMBER	\$ 708,626	10,389,665	\$ 144,787,968	\$ 424,052	9,379,859	\$ 132,555,938	-9.7%	-8.4%		\$ 14,455,857	\$ 14,455,857	-100.0%	-90.4%	-100.0%	-89.1%	-100.0%	-90.0%
DECEMBER	\$ 778,374	12,236,094	\$ 157,024,062	\$ 473,176	10,634,929	\$ 143,190,867	-13.1%	-8.8%		\$ 14,455,857	\$ 14,455,857	-100.0%	-91.0%	-100.0%	-89.9%	-100.0%	-90.8%
YEAR-TO-DATE	\$ 9,842,775	157,024,062		\$ 7,214,464	143,190,867				\$ 650,173								

BY VENDOR TYPE

FOR REPORTED MONTH (February) SALES ONLY																	
1 Amusement/Bars	12,341	\$ 316,436	728,077	10,560	\$ 270,782	511,628	-14.4%	-29.7%	9,603	246,233	476,480	-9.1%		-9.1%	-6.9%	-22.2%	-34.6%
2 Shops-Gift, etc.	54,911	\$ 1,407,974	2,618,051	46,964	\$ 1,204,217	2,261,345	-14.5%	-13.6%	54,108	1,387,382	2,562,818	15.2%		15.2%	13.3%	-1.5%	-2.1%
3 Stores-Food/Gas	7,377	\$ 189,154	302,974	5,140	\$ 131,794	249,358	-30.3%	-17.7%	4,454	114,208	230,054	-13.3%		-13.3%	-7.7%	-39.6%	-24.1%
4 Motels, B&B, etc.	26,394	\$ 676,769	1,370,513	26,124	\$ 669,851	1,249,928	-1.0%	-8.8%	23,586	604,757	1,172,758	-9.7%		-9.7%	-6.2%	-10.6%	-14.4%
5 Restaurants	39,033	\$ 1,000,846	1,628,590	35,152	\$ 901,343	1,593,881	-9.9%	-2.1%	36,293	930,588	1,642,072	3.2%		3.2%	3.0%	-7.0%	0.8%
6 Other in City	259,216	\$ 1,683,221	4,115,616	337,398	\$ 2,190,896	4,487,055	30.2%	9.0%	69,410	667,407	1,329,145	-79.4%		-69.5%	-70.4%	-60.3%	-67.7%
Subtotal	399,272	\$ 5,274,400	10,763,821	461,339	\$ 5,368,882	10,353,195	1.8%	-3.8%	197,454	3,950,574	7,413,326	-57.2%		-57.2%	-26.4%	-25.1%	-31.1%
7 Utz & Monthly Svc	24,474	\$ 627,538	1,215,974	29,948	\$ 767,901	1,386,952			28,319	726,122	1,326,486	-5.4%		-5.4%	-4.4%		
8 Outside City	91,854	\$ 2,355,231	4,733,385	96,022	\$ 2,462,098	4,846,354	4.5%	2.4%	123,310	3,161,796	5,716,045	28.4%		28.4%	17.9%	34.2%	20.8%
	515,600	\$ 8,257,169	16,713,180	587,309	\$ 8,598,881	16,586,501	4.1%	-0.8%	349,083	7,838,492	14,455,857	-40.6%		-8.8%	-12.8%	-5.1%	-13.5%





2026 Monthly Financial Report

March-26

This report presents an analysis of the City's General Fund revenues and expenditures, consisting of comparisons to budget and the unaudited prior year.

GENERAL FUND EXPENDITURES

	Jan-Mar '25	Jan-Mar '26	2026 Original Budget	% '26 Actuals to Budget (25% thru the year)
	Actuals	Actuals		
Legislative	\$ 50,543.35	\$ 111,063.18	\$ 489,070.00	22.71%
City Clerk	\$ 74,205.93	\$ 77,696.82	\$ 465,315.00	16.70%
Judicial	\$ 5,416.68	\$ 24,358.96	\$ 83,372.00	29.22%
Executive	\$ 215,831.55	\$ 186,677.41	\$ 963,850.00	19.37%
Finance	\$ 168,798.64	\$ 166,369.97	\$ 707,575.00	23.51%
Neighborhood Services	\$ 18,676.87	\$ 37,341.64	\$ 134,903.00	27.68%
Planning	\$ 123,723.67	\$ 101,332.44	\$ 565,445.00	17.92%
Police	\$ 547,582.72	\$ 612,860.84	\$ 2,540,940.00	24.12%
Fire	\$ 247,932.83	\$ 321,176.77	\$ 1,469,098.00	21.86%
EMS Transport	\$ 178,067.74	\$ 181,880.03	\$ 855,950.00	21.25%
Public Service	\$ 289,545.61	\$ 281,290.16	\$ 1,401,344.00	20.07%
Parks & Recreation	\$ 270,539.20	\$ 261,778.92	\$ 1,412,770.00	18.53%
Pool & Fitness	\$ 138,419.04	\$ 138,036.76	\$ 691,927.00	19.95%
SUBTOTAL OPERATING	\$ 2,329,283.83	\$ 2,501,863.90	\$ 11,781,559.00	21.24%
Economic Development	\$ 146,813.75	\$ 137,500.00	\$ 635,237.00	21.65%
Intergovernmental & Other	\$ 8,595.00	\$ 5,452.00	\$ 45,870.00	11.89%
Transfers Out	\$ 350,069.87	\$ 350,101.73	\$ 1,400,600.00	25.00%
SUBTOTAL NON-OPERATING	\$ 505,478.62	\$ 493,053.73	\$ 2,081,707.00	23.69%
Committed/Assigned	\$ 6,759.54	\$ 60,801.47	\$ 260,000.00	23.39%
TOTAL EXPENSES	\$ 2,841,521.99	\$ 3,055,719.10	\$ 14,123,266.00	21.64%

Current Analysis: Awaiting final numbers

GENERAL FUND REVENUES

Please note: all taxes are received 1-2 months after month collected (e.g. Jan taxes will be received in March)

	Jan-Mar '25	Jan-Mar '26	2026 Original Budget	% '26 Actuals to Budget (25% thru the year)
	Actuals	Actuals		
Property Tax	\$ 330,422.69	\$ 371,154.74	\$ 1,215,270.00	30.54%
Specific Ownership Tax	\$ 22,566.27	\$ 21,017.91	\$ 110,000.00	19.11%
Sales Tax	\$ 746,774.16	\$ 307,074.26	\$ 4,900,000.00	6.27%
Auto Use Tax	\$ 97,338.32	\$ 50,533.77	\$ 395,000.00	12.79%
General Use Tax	\$ 7,468.06	\$ 33,240.13	\$ 60,000.00	55.40%
Amusement Tax	\$ 61,745.16	\$ 62,200.79	\$ 1,400,000.00	4.44%
Lodging Tax	\$ 17,378.06	\$ 13,171.97	\$ 310,000.00	4.25%
Telephone Franchise Tax	\$ 2,500.00	\$ 1,250.00	\$ 15,000.00	8.33%
Cable TV Franchise Tax	\$ -	\$ -	\$ 42,000.00	0.00%
Public Utilities Franchise Tax	\$ 90,218.71	\$ 81,352.55	\$ 437,000.00	18.62%
Penalties/Interest on Taxes	\$ -	\$ 22.60	\$ 500.00	4.52%
TOTAL TAXES	\$ 1,376,411.43	\$ 941,018.72	\$ 8,884,770.00	10.59%
Liquor License and App Fees	\$ 1,922.50	\$ 3,017.50	\$ 10,500.00	28.74%
Planning Fees	\$ 10,359.60	\$ 9,000.40	\$ 45,000.00	20.00%
Business License Fees	\$ 7,816.07	\$ 6,144.20	\$ 25,000.00	24.58%
Other Licenses/Permits	\$ 5,203.00	\$ 4,535.60	\$ 17,500.00	25.92%
TOTAL LICENSES & PERMITS	\$ 25,301.17	\$ 22,697.70	\$ 98,000.00	23.16%
Highway User Tax	\$ 27,674.03	\$ 24,365.57	\$ 175,447.82	13.89%
Cigarette Tax	\$ 497.81	\$ 928.93	\$ 7,200.00	12.90%
Road & Bridge	\$ -	\$ -	\$ 17,000.00	0.00%
Auto License Fees	\$ 2,632.41	\$ 2,487.06	\$ 15,000.00	16.58%
TOTAL GOV'T SHARED	\$ 30,804.25	\$ 27,781.56	\$ 214,647.82	12.94%
Event Fees	\$ 2,247.00	\$ 5,151.00	\$ 12,000.00	42.93%
Police Services	\$ 460.00	\$ 312.50	\$ 49,000.00	0.64%
Fire Protection/Plans Review	\$ 3,090.96	\$ -	\$ 52,300.00	0.00%
EMS Transport Revenue	\$ 32,472.56	\$ 33,556.90	\$ 400,000.00	8.39%
Swimming Pool Fees/Sales	\$ 44,101.33	\$ 38,737.69	\$ 139,800.00	27.71%
Memorial Hall Use Fees	\$ 3,468.00	\$ 2,767.00	\$ 20,000.00	13.84%
Park Use Fees	\$ 1,795.50	\$ 2,156.00	\$ 8,000.00	26.95%
Recreational Program Fees	\$ 2,112.65	\$ 522.00	\$ 17,000.00	3.07%
TOTAL SERVICES CHARGES	\$ 89,748.00	\$ 83,203.09	\$ 698,100.00	11.92%
FINES & FEES REVENUE	\$ 9,278.44	\$ 14,226.00	\$ 46,215.00	30.78%
Grants/Contrib/Donations/Misc.	\$ 41,121.48	\$ 2,570.00	\$ 2,300.00	111.74%
Investment Interest	\$ 89,564.48	\$ 75,228.47	\$ 275,000.00	27.36%
Cemetery Sales	\$ 14,111.17	\$ 20,460.90	\$ 65,000.00	31.48%
Proceeds from Sales of Assets	\$ 485.62	\$ 71,708.00	\$ 30,400.00	235.88%
TOTAL OTHER	\$ 145,282.75	\$ 169,967.37	\$ 372,700.00	45.60%
Administrative Support	\$ 77,145.72	\$ 445,032.48	\$ 1,780,130.00	25.00%
Committed/Assigned Rev	\$ 64,724.80	\$ 82,698.87	\$ 451,700.00	18.31%
TOTAL REVENUES	\$ 1,818,696.56	\$ 1,786,625.79	\$ 12,546,262.82	14.24%



2026 Monthly Financial Report

March-26

This report presents an analysis of the City's Enterprise Funds revenues and expenses, consisting of comparisons to budget and the unaudited prior year.

ENTERPRISE FUND EXPENSES

	Jan-Mar '25	Jan-Mar '26		% '26 Actuals to Budget
	Actuals	Actuals	2026 Original Budget	(25% thru the year)
Water	\$ 320,665.36	\$ 359,607.09	\$ 2,609,905.92	13.78%
Wastewater	\$ 191,159.69	\$ 264,818.31	\$ 2,062,645.70	12.84%
Storm Drainage	\$ 36,103.84	\$ 58,707.18	\$ 743,424.37	7.90%
Mobility & Parking	\$ 375,777.67	\$ 949,315.09	\$ 4,577,829.08	20.74%
SUBTOTAL ENTERPRISE EXP	\$ 923,706.56	\$ 1,632,447.67	\$ 9,993,805.07	16.33%

*Mobility & Parking expenses includes \$176,902 for shuttle services and \$375,000 in transfers to the General Fund.

ENTERPRISE FUND REVENUES

	Jan-Mar '25	Jan-Mar '26		% '26 Actuals to Budget
	Actuals	Actuals	2026 Original Budget	(25% thru the year)
Water	\$ 530,390.77	\$ 559,668.02	\$ 2,730,986.00	20.49%
Wastewater	\$ 402,437.48	\$ 509,109.22	\$ 1,766,727.00	28.82%
Storm Drainage	\$ 154,306.02	\$ 206,486.52	\$ 762,000.00	27.10%
Mobility & Parking	\$ 422,173.50	\$ 337,043.52	\$ 4,009,500.00	8.41%
SUBTOTAL ENTERPRISE REV	\$ 1,509,307.77	\$ 1,612,307.28	\$ 9,269,213.00	17.39%



Memorandum

Title: Consider Appointing Anjuli Kapoor to the Housing Advisory Board

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

April 21, 2026

Purpose:

For Council to consider appointing Anjuli Kapoor to serve as an Alternate Member of the Housing Advisory Board (HAB).

Background:

Anjuli Kapoor has submitted an application and resume for the Council's consideration. HAB Chair Alison Gerbig has also submitted a letter of recommendation endorsing Anjuli's request.

Fiscal Impact:

None.

Workload Impact:

Minimal.

Recommended Action:

Move to appoint Anjuli Kapoor as an alternate member of the Housing Advisory Board.



City of Manitou Springs

Application for Board/Commission Membership

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

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

Which Board are you Applying For?	Housing Advisory Board
Membership Requested	Regular
Full Name	Anjuli Kapoor
Street Address	
City	Manitou Springs
State	CO
Zip Code	80829
Phone	
Email	

Do you have any special interests? If so, please briefly provide details below:	As mountain and destination communities evolve, housing pressures intensify, and I am interested in solutions that preserve community identity while creating pathways for workforce housing, aging in place, and long-term resident stability. I am drawn to thoughtful, collaborative approaches that consider land use, community voice, and economic sustainability together rather than in isolation. As a parent of a child at Manitou Springs Elementary, I care about creating pathways for younger families to live and grow here so that our schools, small businesses, and civic life remain vibrant and intergenerational. I am especially interested in policies and community engagement efforts that make housing more attainable for working families while honoring the values, history, and spirit that make Manitou distinct. Sustainable growth, in my view, means strengthening local participation and ensuring that long-term residents can continue to call this community home.
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Per City Charter 9.3: The Council shall not appoint to any Board or Commission any member of the immediate family of any Council Member. Immediate family shall be defined as spouse, parents, brothers, sisters, and children.

Do you have an immediate family member on City Council? No

Please attach a resume:



Date	02/15/2026
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ANJULI KAPOOR

 
 www.linkedin.com/in/anjuli-kapoor-62313a17/

 
 Manitou Springs, CO

PROFESSIONAL SUMMARY

Housing systems leader with more than a decade of experience advancing housing stability initiatives across Colorado. Experienced in HUD-funded Rapid Rehousing (RRH), Continuum of Care coordination, housing stabilization strategy, and cross-sector collaboration with local agencies, DHS, and community-based providers. Brings a practical understanding of federal housing compliance, landlord engagement, service integration, and data accountability through HMIS and shared reporting systems.

Committed to advancing equitable, sustainable housing solutions that balance community voice, fiscal responsibility, and long-term housing retention. Deeply familiar with El Paso County housing dynamics and the operational realities of serving individuals and families experiencing housing instability.

AREAS OF STRENGTH & EFFECTIVENESS



Housing Policy & Systems Alignment– Translating federal and local housing frameworks (HUD, CoC, RRH) into practical community-based implementation strategies that support long-term stability and retention.



Cross-Sector & Municipal Collaboration – Working effectively with local government entities, nonprofits, DHS, landlords, and community stakeholders to strengthen coordinated housing responses.



Strategic Housing Stabilization Planning– Designing and overseeing housing support approaches that integrate funding compliance, data tracking, and person-centered service delivery while maintaining fiscal accountability.

PROFESSIONAL EXPERIENCE

CATHOLIC CHARITIES OF CENTRAL COLORADO | Colorado Springs, CO

Housing Success Navigator

Feb 2026 - Present

Provide housing stabilization services under HUD-funded Rapid Rehousing (RRH) program.

- Conduct housing assessments, develop individualized stabilization plans, and coordinate landlord engagement.
- Support participants in securing and maintaining permanent housing through rental assistance and case management.
- Ensure compliance with HUD regulations and retention metrics.
- Coordinate with Continuum of Care partners and community agencies to support long-term housing retention.

DREAMZILLA | San Jose, CA (remote)

Executive Director

Mar 2025 – Jan 2026

Provided direct support to youth and families navigating instability, with a focus on relationship-building, coordination of services, and consistent follow-up.

- Built trusting relationships with youth and families through ongoing check-ins, structured conversations, and responsive communication.
- Supported assessment, goal-setting, and follow-up planning to help individuals engage with housing, education, and community resources.
- Coordinated referrals and supports with schools and community partners, tracking engagement and outcomes through shared documentation systems.
- Maintained accurate records and service notes to support continuity of care and accountability.

ITHAKA HOUSING | Colorado Springs, CO

Oct 2017 – June 2021

Executive Director

Managed \$5M in real property assets, including a 19-unit apartment bldg., many single family homes and multi-family units. Tripled the budget, quadrupled FT staff (2 to 10.5), and garnered over \$200K in private foundation support by year three.

- Led housing stabilization initiatives serving individuals experiencing homelessness and reentry from incarceration.
- Oversaw cross-agency coordination to align housing, behavioral health, and community supports.
- Partnered with funders and community stakeholders to expand trauma-informed housing programs.

Coordinator, Youth Leadership & Advisory Council

Worked in partnership with El Paso County DHS and youth corrections to rebuild and support the county's Youth Advisory Board, centering youth voice and cross-system collaboration.

- Rebuilt El Paso County's Youth Advisory Board by establishing structure, purpose, and ongoing support for both youth members and professional stakeholders.
- Created and coordinated a multidisciplinary support board including DHS staff, youth corrections representatives, care coordinators, group home staff, and community providers.
- Supported leadership development for system-involved youth, creating spaces for youth voice, skill-building, and participation in system-level conversations.
- Identified gaps in services and communication across systems and worked collaboratively with partners to improve coordination and responsiveness.
- Built trust with youth and adult stakeholders through consistent presence, clear communication, and follow-through across meetings and initiatives.

Coordinator, Youth Leadership & Advisory Council

Supported student engagement through direct programming, coordination, and resource connection.

- Provided student support through advising, referrals, and follow-up related to academic and personal needs.
- Coordinated programs and events, maintained participation records, and supported documentation and reporting.
- Collaborated with faculty and staff to connect students to campus and community resources.

ADDITIONAL EXPERIENCE

Independent Consultant & Program Support	2021-2025
Adjunct Instructor, University of Louisville	2006-2009
Deputy Director, American Academy of Developmental Medicine & Dentistry	2005-2008

EDUCATION**Master Professional Life Coach****Six Sigma, Black Belt**

M.A. in Political Science | University of Louisville, Louisville, KY

B.A. in Philosophy | University of Louisville, Louisville, KY

Certified Mediator: Commonwealth of Kentucky | Sullivan University

RECOMMENDATIONS

Working under Anjuli's leadership has been exciting, educational, and healing. She has created a culture that is welcoming of continuous improvement, flexible to change as the needs of our community change and of empowerment to fulfill our individual roles in housing the most vulnerable in Colorado Springs. Under her direction, Ithaka has become fully relevant to the community. Instead of just providing shelter to the poorest of us, she has led the development of programs that will change lives by providing trauma-informed services where residents can heal and grow to self-sufficiency. In caring for people experiencing homelessness, those carrying the burden of obstacles to stable housing, and those who are transitioning to new lives in the community after incarceration, Anjuli promotes a culture of person-centered care—empowering staff to consider individual needs and situations rather than operating with firm guidelines. It takes a leader with great confidence to hold the reins loosely so that staff can be their best selves. The increased support of funders and foundations in our community speaks to the efficacy and value that she has created in this organization. One of the things that has benefited me personally in working for Anjuli is that she has created a culture of transparency and vulnerability where I can be fully myself. There are no politics at Ithaka. No need to walk on eggshells. No need to "watch your back." These attributes of the culture have created safety for all staff members to bring "their best selves" to work. There are insufficient words to express my gratitude for the culture that centers on team. As a team member I am valued and being valued, I am able to grow and learn from teammates. My wish is that everyone could benefit from Anjuli's leadership, especially those of us whose have been injured and left wounded from lesser culture." – Sarah Stacy, Ithaka Housing.

Hi Kristen,

I hope this message finds you well! I'm writing to recommend Anjuli Kapoor for membership as an alternate with HAB. After connecting with them and inviting them to our March meeting, I'm impressed by their enthusiasm and willingness to participate. I believe Anjuli would be a great addition to the HAB and contribute positively to our projects.

If you have any questions or need additional information, please let me know.

Wishing you a wonderful week ahead!

Best regards,

Alison



Memorandum

Title: Consideration of Resolution No. 1026, A Resolution of the City of Manitou Springs City Council Transferring Budgeted Expenditure Amounts Between Departments to Provide a Cost of Living Increase of Three Percent to Full-Time City Employees

From: Nate Moore, Senior Budget Analyst

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

April 21, 2026

Purpose:

Present Cost of Living Increase for City Staff and the permanent reductions to Cover the Cost

Background:

At the April 9, 2026, Budget Workshop, City Council directed staff to return with a proposed Cost-of-Living Adjustment (COLA), supported by budget reductions sufficient to cover the ongoing cost of a COLA totaling \$171,784. The following items represent proposed permanent reductions identified by staff in response to that direction. They originate from various departments in the General Fund, including City Council, Executive, Planning, Parks & Recreation, the Pool, and Municipal Donations:

Department/Category	Current Budget	Reduction	Budget with Reduction
City Council			
Digital ADA Compliance	10,000	7,000	3,000
Executive			
Professional Services	120,000	45,000	75,000
Planning			
Staffing		10,000	
Parks and Recreation			
Summer Beautification	67,000	35,000	32,000
Materials /Supplies/Tree Trimming	70,000	14,000	56,000
Pool			
Part-Time Seasonal/Overtime	193,000	17,784	175,216



Building Maintenance/Operating Supplies	58,000	8,000	50,000
Municipal Programs Donations	35,000	35,000	0
Total Reductions		171,784	

Fiscal Impact:

Zero - The cost reductions of \$171,784 offset the COLA amount of \$171,784, with no fiscal impact on the Fund Balance.

Workload Impact:

Several hours - All Department Heads reviewed their budgets to locate permanent deductions to fund the COLA along with the City Administrator's and the Senior Budget Analyst's time.

Recommended Action:

Move to approve Resolution No. 1026, a resolution of the City of Manitou Springs City Council transferring budgeted expenditure amounts between departments to provide a cost of living increase of 3% to full-time city employees.

RESOLUTION

**A RESOLUTION OF THE CITY OF MANITOU SPRINGS CITY COUNCIL
TRANSFERRING BUDGETED EXPENDITURE AMOUNTS BETWEEN
DEPARTMENTS TO PROVIDE A COST OF LIVING INCREASE OF THREE PERCENT
TO FULL-TIME CITY EMPLOYEES**

WHEREAS, the Manitou Springs City Council desires to provide a three percent cost of living (COLA) increase to full-time City employees commencing on January 1, 2026;

WHEREAS, to provide funds for the COLA increase, funds need to be transferred from budgeted expenditures (which are being cut from their budgeted amounts) within certain departments to budgeted salaries and benefits within other departments (which need the additional transferred funds to cover the COLA increase); and

WHEREAS, therefore, the City Council desires to approve the above-referenced transfer to implement the COLA increase.

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

SECTION 1: City staff is hereby directed to transfer one hundred and seventy-one thousand seven hundred and eighty-four dollars (\$171,784.00) from pre-existing budgeted expenditures (which are being cut from their budgeted amounts) to budgeted salaries to provide a COLA increase of three percent to City full-time employees. The COLA increase shall be deemed to take effect on January 1, 2026.

Adopted at the meeting of the Manitou Springs City Council, Colorado, on this 21st day of April 2026, effective immediately.

Mayor and Council:

By: _____
Natalie Johnson, Mayor

Attest:

Elena Krebs, City Clerk



Memorandum

Title: First Reading of Ordinance No. 0526, an Ordinance Adding Chapter 12.40 to the Manitou Springs Municipal Code Prohibiting Unpermitted Construction or Grading Work

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

April 21, 2026

Purpose:

To present two coordinated legislative actions addressing unpermitted work in the City of Manitou Springs, revised to reflect City Council feedback received during the work session held on 4/7/2026:

1. Adoption of an ordinance adding Chapter 12.40 to the Manitou Springs Municipal Code prohibiting unpermitted work and establishing enforcement authority.
2. Adoption of a resolution establishing a tiered unpermitted work fee structure, differentiating between licensed contractors and individual property owners.

Background:

The City continues to experience issues with unpermitted work occurring within the public right-of-way and with large-scale grading activities on private property that require permits under existing provisions of the Municipal Code (including Title 18 and Title 14). These activities have resulted in:

- Impacts to public infrastructure and drainage;
- Interference with neighborhood access and safety; and
- Significant staff time devoted to investigation, enforcement, and corrective actions.

While current code provisions prohibit unpermitted work, they lack clear enforcement mechanisms and meaningful deterrents. Chapter 12.40 is intended to fill this gap by explicitly authorizing penalties and enforcement tools while maintaining consistency with existing permit requirements.

Importantly, the proposed ordinance does not apply to minor home maintenance, landscaping, fencing, or routine repairs. For private property, enforcement is limited to grading activities that already require a permit under the Municipal Code.



Based on Council discussion, the ordinance has been framed to:

- Apply to work within the City right-of-way, and to large-scale grading on private property that requires a permit under existing code provisions;
- Apply to any person, including contractors and homeowners acting as their own general contractor;
- Provide an initial opportunity to cure unpermitted work prior to the imposition of penalties; and
- Authorize penalties including fees (set by resolution), denial of future permits, or withholding of permits until outstanding violations are resolved.

The Draft Resolution (If the Ordinance is adopted) will be presented as a council item for approval at the second reading, and is attached for reference.

Fiscal Impact:

The proposed ordinance and fee resolution are not intended to function as revenue-generating measures. Any revenue collected from unpermitted work fees is incidental and dependent on violations cited. The primary fiscal benefit is the reduction of uncompensated staff time, legal costs, and corrective work associated with unpermitted activities. While the

Workload Impact:

Staff from Planning, Public Works, Building, and Legal departments will continue to administer enforcement, inspections, and compliance activities. Clear ordinance authority and a defined fee structure are expected to improve enforcement efficiency and reduce repeat violations

Recommended Action:

Move to approve on First Reading, Ordinance No. 0526, an Ordinance adding Chapter 12.40 to the Manitou Springs Municipal Code prohibiting unpermitted construction or grading work and set a public hearing for May 5, 2026 at 6 p.m.

ORDINANCE

**AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO,
ADDING A NEW CHAPTER 12.40 OF THE MANITOU SPRINGS
MUNICIPAL CODE TO PROHIBIT UNPERMITTED CONSTRUCTION
OR GRADING WORK**

WHEREAS, the City Council desires to prohibit and penalize unpermitted construction work in the City after providing an initial opportunity for the violators to resolve the issue without being penalized.

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

Section 1: Title 12 of the Manitou Springs Municipal Code is hereby amended by the addition of a new Chapter 12.40 as follows:

Chapter 12.40 – Unpermitted Work.

12.40.010 – Unpermitted Work Prohibited.

A. It shall be unlawful for any person to perform construction, demolition, maintenance, repair, or landscaping work in a City right-of-way or on City-owned or controlled property, without first obtaining a permit to perform such work when a permit is required per Title 12 of the City Code.

B. It shall be unlawful for any person to perform any grading work in the City on any property, public or private, without first obtaining a grading permit to perform such work when a grading permit is required by Title 14 of the City Code.

12.40.020 – Violation– Penalty.

A. Prior to subjecting a person in violation of this chapter to any of the penalties set forth in Subsection B, written notice of the violation and the measures required to remedy the violation shall be provided to the violator if the violator can be located by the City. Such notice may be served personally on the violator or any representative or employee of the violator or delivered by first class mail return receipt requested to the last known address of the violator. The City shall provide a minimum of ten (10) calendar days from personal delivery or the date of mailing for the violation to be resolved to the City's sole satisfaction prior to imposing any penalty set forth in Subsection B.

B. After compliance with Subsection A and if the violation is not remedied to the City's sole satisfaction, violations shall be subject to the following penalties in addition to the general penalty provisions in Chapter 1.16 of this Code:

1. A fee in an amount set by resolution of the city council.
2. Denial of future permits for a period of up to three hundred sixty-four days.
3. Prohibition on the issuance of future permits until past due permit fees and fees due under this chapter are paid.

C. If any person fails or refuses to pay when due any fee or charge imposed under this chapter, the city may refer unpaid or overdue amounts to a collection agency for collection pursuant to Section 3.04.020.

D. The remedies provided herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law.

12.40.030 – Appeals.

Any person in receipt of a notice of violation, who is determined to not have resolved the violation to the City's sole satisfaction under Section 12.40.020(A) or who is penalized under Section 12.40.020(B) may file an appeal with the City Administrator, which shall state the basis for the appeal. For an appeal of the notice, the appeal must be filed within ten (10) days of the date the notice is personally served or mailed. Upon receipt of an appeal, the City Administrator shall review the appeal and any other information deemed relevant and shall issue a written decision. No hearing or meeting with the City Administrator shall be provided unless so ordered by the City Administrator in the City Administrator's sole discretion.

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 21st day of April 2026.

City Clerk, Elena Krebs

A Public Hearing on this ordinance will be held at the _____, 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: _____, 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

COUNCIL BILL NO. _____

RESOLUTION NO. _____

RESOLUTION

**A RESOLUTION APPROVING AND ADOPTING A FEE FOR PERFORMING
UNPERMITTED WORK IN THE CITY**

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

SECTION 1: The following fees are hereby established for violations involving unpermitted work performed in the City of Manitou Springs, including work performed within the public right-of-way or grading activities requiring a permit under the Manitou Springs Municipal Code, after an initial opportunity to cure has been provided:

UNPERMITTED WORK FEE LICENSED CONTRACTOR, FIRM,
COMPANY, OR CORPORATION PERFORMING WORK FOR
COMPENSATION

\$2,500.00

INDIVIDUAL PROPERTY OWNER OR RESPONSIBLE PARTY NOT
ACTING AS A LICENSED CONTRACTOR

\$1,000.00

Adopted at the meeting of the City Council of the City of Manitou Springs,
Colorado, on this ____ day of ____, 2026, and effective immediately.

Mayor and Council:

Natalie Johnson, Mayor

Attest:

Elena Krebs, City Clerk



Memorandum

Title: Approval of Contract for Paving and Concrete Maintenance Projects Between the City of Manitou Springs and Trax Construction for \$512,600

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 minutes

April 21, 2026

Purpose:

To authorize execution and funding of a construction agreement with Trax Construction, Inc. to deliver the City's 2026 pavement rehabilitation program in a manner that:

- Implements a data-driven roadway selection process based on Pavement Quality Index (PQI) scores;
- Prioritizes best value over lowest cost in contractor selection;
- Coordinates underground utility maintenance in advance of paving to avoid repeat work;
- Maximizes the use of PPRTA Maintenance funding without impacting the General Fund or Parking Enterprise Fund; and
- Completes asphalt and flatwork repairs concurrently to ensure the City only performs this work once.

Background:

Contractor Selection

The City issued a Request for Bids (RFP 2026-006 was published on March 4, 2026) for roadway rehabilitation that included a Full Depth Reclamation (FDR) specification to extend pavement service life and improve long-term cost efficiency. The City received four (4) bids in response to the solicitation.

As outlined in the bid documents, proposals were evaluated using best-value criteria, not lowest bid alone. Scoring prioritized demonstrated experience, technical approach, ability to meet specifications, and overall value to the City. Trax Construction received the highest score under this evaluation framework, and was the only responsive bidder that met all technical and qualification requirements of the Full Depth Reclamation (FDR) specification included in the bid documents

Roadway Selection Methodology

Roadways included in the contract were selected using a data-driven approach, relying primarily on



the City's Pavement Quality Index (PQI) analysis to identify streets with the greatest structural need and the highest lifecycle benefit from FDR treatment.

The City's intent with this program is to perform asphalt pavement rehabilitation and associated concrete flatwork (curb, gutter, sidewalk, and ramps) concurrently, ensuring that streets are fully restored in a single construction cycle rather than requiring follow-up repairs. This approach reduces long-term maintenance costs, minimizes repeated public disruption, and preserves the value of the investment.

Utility and Partner Coordination

City staff are actively coordinating with Colorado Springs Utilities (CSU) and other applicable partners to ensure that any planned utility maintenance, adjustments, or repairs within the project limits are completed ahead of paving activities. This coordination reduces the risk of pavement cuts following construction and aligns with regional best practices for asset management and interagency collaboration.

Scope of Work

The Agreement includes pavement rehabilitation using Full Depth Reclamation and associated flatwork repairs on the following roadways in 2026:

- *Bond Street*
- *Indian Oaks Place*
- *Manitou Ave/Pawnee (CDOT ROW, Permanent Patch per CDOT spec)*
- *Roca St*
- *Shoshone Place*
- *Southside Road*

An attached location map reflects all roadways originally requested for inclusion in the 2026 Request for Bids. Due to available funding limitations, the executed contract includes a subset of those roads, prioritized based on PQI scores, constructability, and budget constraints. Note that the Sidewalk work on El Paso is integrated into the Hiwataha Gardens Project, from project savings.

Schedule

Construction is targeted to be substantially complete by the end of August 2026, subject to weather, coordination requirements, and material availability.



Fiscal Impact:

The Agreement with Trax Construction, Inc. establishes a not-to-exceed construction cost of \$466,000, fully funded by existing PPRTA Maintenance funds currently available.

In addition, staff are requesting authorization for an additional 10% of the contract amount (\$46,600) to be managed by staff for:

- Construction contingency;
- Reimbursement for City overhead and construction management costs related to request for reimbursements; and
- Required third-party materials testing.

This results in a total project authorization of \$512,600.

The additional \$46,600 does not impact the City's General Fund or Parking Enterprise Fund. Instead, it represents an advance allocation request of future PPRTA Maintenance funds from the 2027 program year.

If the advance allocation is not approved, the project scope will be reduced to remain within the existing \$466,000 PPRTA allocation. In that scenario, contingency would be absorbed through scope adjustments, and no General Fund or Parking Enterprise funds would be utilized.

Workload Impact:

- Public Services / Engineering Staff: Construction administration, coordination with CSU and testing agencies, progress inspections, and financial tracking.
- Finance Department: Processing PPRTA reimbursements and associated accounting.
- Communications / Public Works Staff: Public notifications, construction impacts, and resident coordination

Recommended Action:

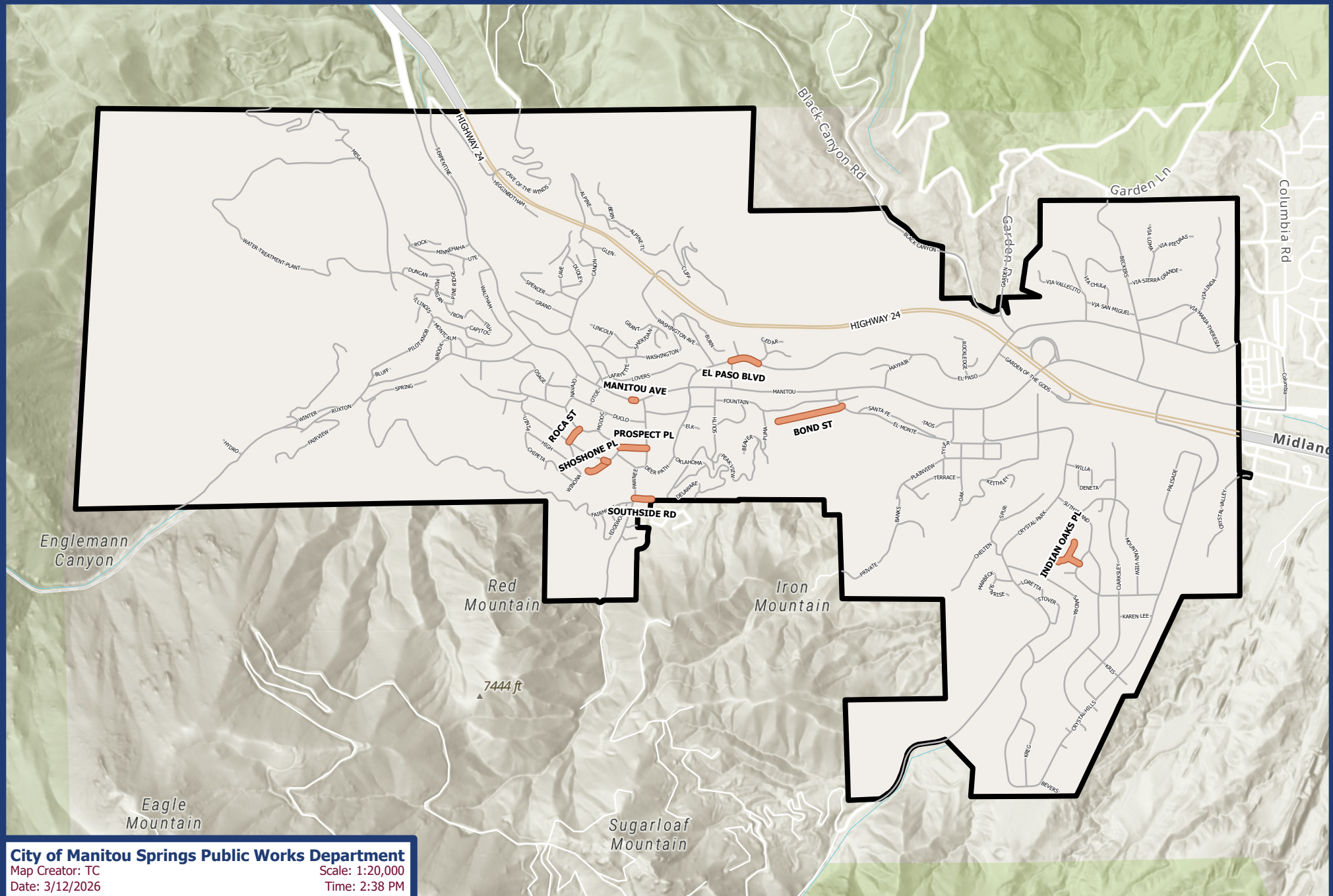
Approve the Agreement for General Services with Trax Construction, Inc. for the 2026 PPRTA Pavement Rehabilitation Program in the amount of \$466,000, and authorize a total project budget of \$512,600 including contingency and associated project costs funded through existing and future PPRTA Maintenance allocations, with direction to reduce scope if advance allocation is not approved.





Paving Plan 2026

Areas Identified for Contractor Pavement Repair/Repaving Services



Contract Checklist and Submission



Project Name *

Max 30 characters allowed for Project Name

2026 Paving and Concrete Maint

A name for this contract to distinguish from other contracts with same company - even on same projects (eg: Amend 2)

Upload Contract Here *

Ensure title of contract is: "Company Name" "Project" Agreement "Eff Date"

Trax Construction 2026 Paving Agreement 5-14-26 - signed by contractor.pdf

3.9MB

(Up to 25MB)

Are there exhibits included in this Contract? *

☒ Yes ☐ No

Upload Exhibit(s) Here *

Ensure title of each exhibit is: Exhibit "#" "Company Name" "Project"

Exhibit B Trax 2026 Paving Agreement PPRTA Provisions 5-14-26.pdf

1,004.68KB

Exhibit A Trax 2026 Paving Agreement Scope 5-14-26.pdf

260.71KB

Upload each exhibit individually

City Department *

Public Services

Dept. Staff Member overseeing project *

Arron Edmonds

Type of Contract *

General Services

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

☐ Yes ☒ No ☐ Partial

Project Description / Location *

200 Char Limit

Paving and concrete work of city roads per the 2026 paving CIP for 2026.

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

Contract Effective Date *

2026-05-14

Term Date *

☒ Upon Completion ☐ End Date

Notification or Auto Renewal Date

☐ Check if contract requires a notification or has an auto renewal date

Agency/Business Information

Business Name - if not business, contractor's name *

Trax Construction

Phone Number *

719-628-8729

Must include dashes (xxx-xxx-xxxx)

Point of Contact (business person overseeing project) *

Kyle VanHorn

Point of Contact relation to company (eg: Position title) *

PM

Point of Contact Email *kyle@traxconstruction.com**Point of Contact Phone Number ***

719-229-1453

Must include dashes (xxx-xxx-xxxx)

Additional Interested Parties Emailrsonnenburg@ppacg.org

If Applicable - One email allowed

Agency/Business Address *

Street Address

555 Ford St

Address Line 2

City

Colorado Springs

State

CO

Postal/Zip Code

80915

Contract Financials

Contract Amount *

\$466,000.00

Anticipated GL Code(s) *

26-499-456

If unknown, enter TBD

Approval Requirements *

- ☐ Less than \$20K - Department Head or Designee
- ☐ Over \$20K - City Administrator or Designee
- ☐ Over \$50K - City Council Required
- ☐ Over \$50K - Emergency - City Administrator or Designee
- ☒ Over \$100K, Formal RFP Process Required

Is project funded with PPRTA Funding *☒ Yes ☐ No

If Yes AND is more than \$25k or amendment increases original agreement amount more than 15% ensure PPRTA Template used with PPRTA Provisions form Attached

Date of PPRTA Board Meeting *

05/13/2026

Is a Bid/RFP Required? *☒ Yes ☐ No**Select all that are applicable ***

- ☐ \$5 -\$20K, min. 3 solicitations of verbal or written bids required
- ☐ >\$10K, quotes required for materials and supplies

Upload Bids/RFP Documents *

Ensure each document is titled Bid "company name" Project

RFP 2026-006 Paving 2026.pdf

676.27KB

☐ >\$20K min. 3 solicitations of written bids required

☒ >\$100K, Formal RFP process required

Do Contract Terms include insurance coverage or bond requirement?

☒ Yes ☐ No

If yes, attach Insurance and Bond Certificate Information.

Insurance_Bond_Documents

Upload Insurance and/or Bond Documents. Ensure documents uploaded are titled COI "company name" or "type of" Bond "company name"

Are Milestones included in this Contract? *

☒ Yes ☐ No

Is a Payment Schedule included in this Contract? *

☒ Yes ☐ No

Do you have additional Supporting Documentation relating to this contract?

☒ No

☐ Yes

AGREEMENT FOR GENERAL SERVICES

THIS AGREEMENT FOR GENERAL SERVICES is made and entered this _____ day of _____, 2026, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), Pikes Peak Rural Transportation Authority (the "PPRTA"), 15 S. 7th Street, Colorado Springs, CO 80905, and **Trax Construction.**, an independent Contractor with a principal place of business at 555 Ford Street, Colorado Springs, CO 80915 and phone number of 719-638-8729 ("Contractor") (collectively the "Parties").

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

I. SCOPE OF SERVICES

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

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

II. COMMENCEMENT AND COMPLETION OF WORK

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor an amount not to exceed four hundred and sixty six thousand dollars (**\$466,000**). This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City or the PPRTA for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

B. Unless specified otherwise in **Exhibit A**, Contractor shall submit monthly

statements requesting payment for work satisfactorily completed. Such requests shall be based upon the amount and value of the work and services satisfactorily performed by Contractor under this Agreement. Invoices shall be itemized and include hourly breakdown for all personnel and other charges. The City shall remit payment within thirty (30) days of receipt of an invoice meeting the requirements set forth herein.

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

IV. CLEANUP

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

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

V. LIQUIDATED DAMAGES

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

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

C. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any its rights. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work

by or on Final Completion date. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

VI. CONTRACTOR RESPONSIBILITY

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

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

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

D. Contractor shall comply with the Immigration Control Act of 1986.

VII. INDEPENDENT CONTRACTOR

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

VIII. INSURANCE AND BONDS

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

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

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

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

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

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

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

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

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

IX. INDEMNIFICATION

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

X. TERMINATION

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

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

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

II. MISCELLANEOUS

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

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

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

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

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

To the City at : **aedmonds@manitousoringsco.gov**

To Contractor at : **kyle@traxconstruction.com**

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

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

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

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

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

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

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

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

CITY OF MANITOU SPRINGS, COLORADO

(Printed name and title of City Official)

ATTEST:

Office of the City Clerk

PPRTA

(print name), Board Chair for PPRTA

CONTRACTOR

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing Agreement for General Services was subscribed, sworn to and acknowledged before me this 16th day of April, 2026 by Kyle Van Horn as Vice President of Trax Construction Inc.

My commission expires:
(S E A L)

Shannon Solano
Notary Public

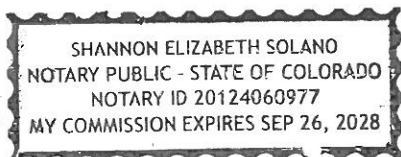


EXHIBIT A
SCOPE OF SERVICES

Project Streets and Work to be completed:

Item	Measure	Estimated Quantity
Full Depth Reclamation/Grading & 3" HMA	SY	1158
Curb and Gutter Type 5 (Drive Over) COS	LF	712
Curb Head	LF	250

Bond Street

Indian Oaks Place

Item	Measure	Estimated Quantity
Full Depth Reclamation/Grading & 3" HMA	SY	1821
4" Sidewalk	SF	3200
Curb and Gutter Type 5 (Drive Over) COS	LF	625
Curb and Gutter Type 2 (Vertical) CDOT 1'	LF	20
Valley Pan (Reinforced)	SF	128
ADA Ramp	SF	117

Manitou Ave

Item	Measure	Estimated Quantity
Asphalt Milling and 2" Overlay T Patch (CDOT)	SF	1643
Line Striping	LF	100

Roca St

Item	Measure	Estimated Quantity
Full Depth Reclamation/Grading & 3" HMA	SY	286

Shoshone Place

Item	Measure	Estimated Quantity
Full Depth Reclamation/Grading & 3" HMA	SY	1018

Southside Road

Item	Measure	Estimated Quantity
Full Depth Reclamation/Grading & 3" HMA	SY	505
Curb and Gutter Type 5 (Drive Over) COS	LF	485

EXHIBIT B
PPRTA FUNDED PROJECTS
SPECIAL PROVISIONS

(Revised August 17, 2016)

1. PPRTA Funding Special Provision: Joint Contracts – City of Manitou Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).
2. This Contract is a joint contract between the Contractor/Contractor (hereinafter the “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:
3. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
4. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
5. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
6. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
7. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
8. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Manitou Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Manitou Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

9. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
10. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
11. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.
12. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
13. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
14. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.

15. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.



Memorandum

Title: Direction on Bill Bauers Open Space
From: Gillian Rossi, Parks & Recreation Director
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 20 minutes

April 21, 2026

Purpose:

To receive direction from City Council on how to proceed with planning for and/or development of Bill Bauers Open Space.

Background:

Parcel 74091-00-003 was purchased in August 2023, upon a recommendation from the Open Space Advisory Committee (OSAC) to City Council to purchase the property. The goal of the purchase was to connect existing open space (Parcel 74044-13-029) to Bill Bauers Park. Since the purchase, the development of a trail alignment has been discussed at several OSAC meetings and site visits have been conducted. Public comments both in support of the trail and against the trail have been made in the form of public comment at OSAC regular meetings and via email from residents and local organizations.

A draft survey to assess the community's interest in the future of the property was created. Before proceeding with the survey or any formal public engagement, it was desired to share existing information with the City Council and gain their perspective on how to proceed. The draft survey, along with letters of support and concern, were presented to City Council on June 10th, 2025. Council directed staff to hire a consultant to conduct a community-wide survey to gather insight on preferences and priorities regarding Bill Bauers Open Space. Kimley-Horn was hired to conduct the survey, which ran from December 10th, 2025 to January 5th, 2026. It was promoted through social media, the City's weekly report, related boards and commissions, and flyers at City Hall and all parks and open space trail heads in Manitou Springs. The survey results were shared at the April 7th, 2026 City Council Work Session.

Fiscal Impact:

There is no designated funding to develop Bill Bauers Open Space in 2026. Future costs, if trail development is to be pursued, will include a trail design (~\$5000) and an environmental impact study (\$6500-\$9000). Both the trail design and the environmental impact study would be funded through the Open Space Fund.



Workload Impact:

To be determined upon direction.

Recommended Action:

Provide direction on how to proceed with planning for and/or development of Bill Bauers Open Space.

DISCOVERING COMMUNITY VIEWS ON OPEN SPACE PRESERVATION

MANITOU SPRINGS, COLORADO

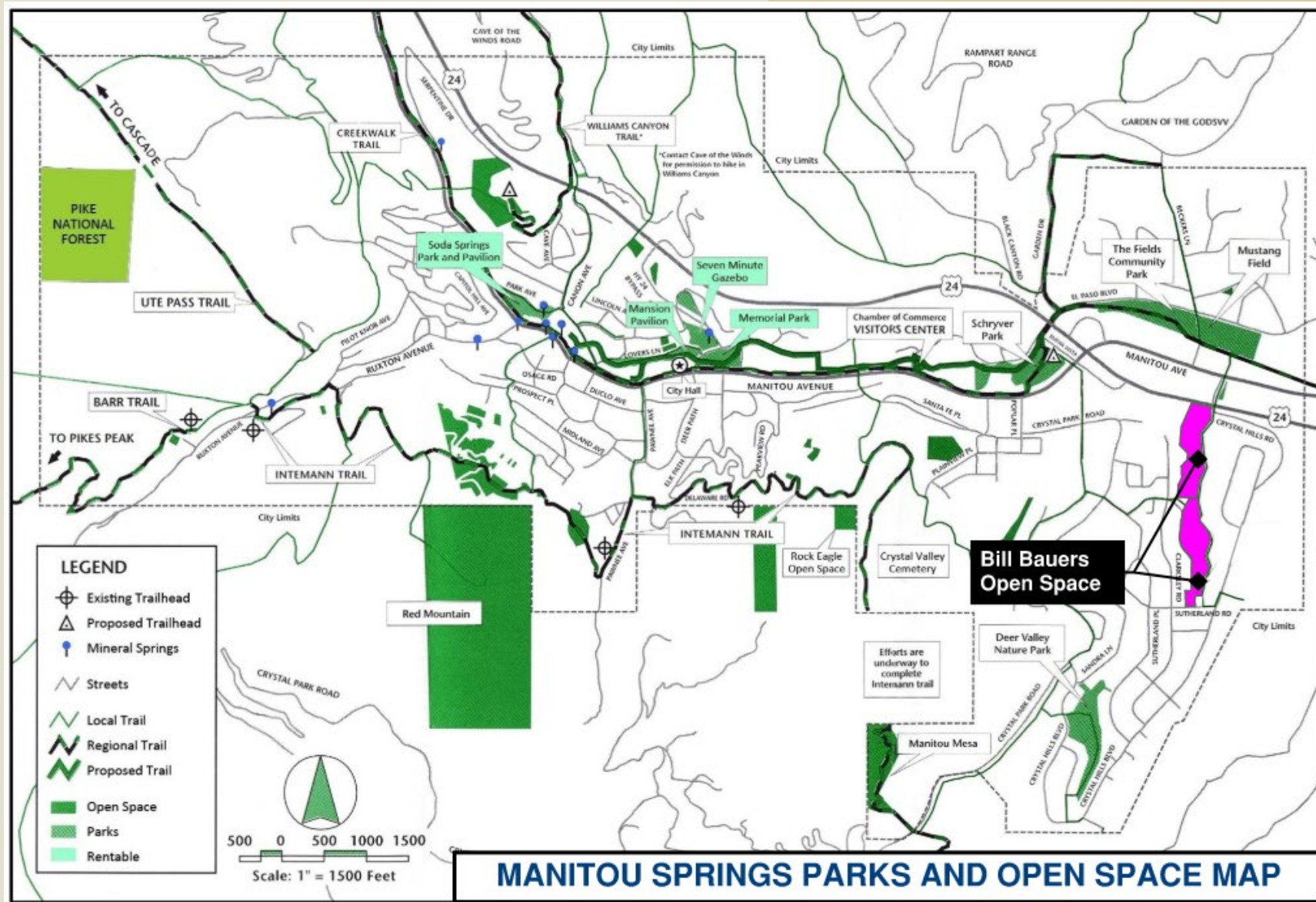
MARCH 2026

Kimley  Horn
Planning • Engineering • Design

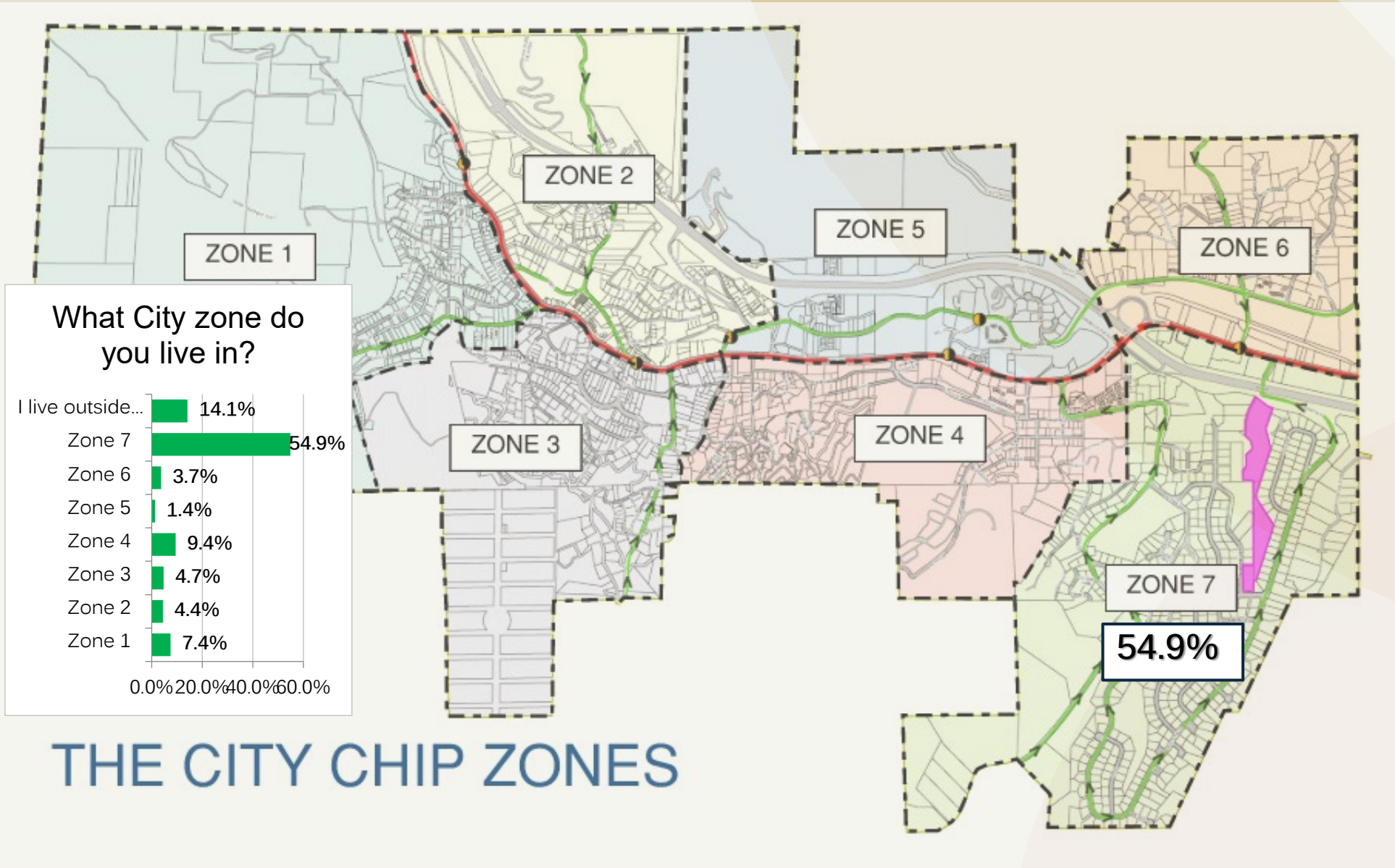


Bill Bauers Open Space Community Survey: Key Summary Findings & Themes

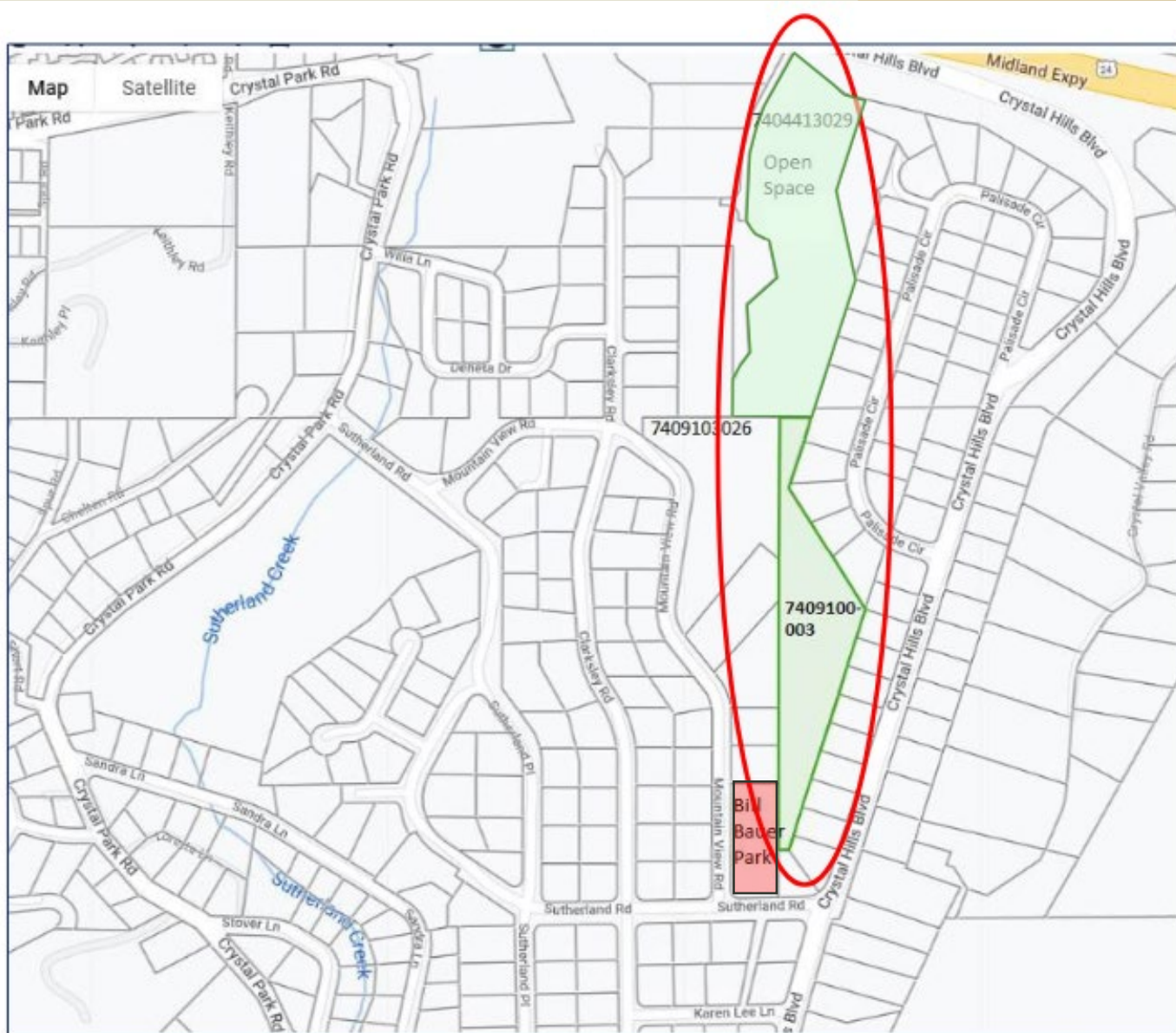
Community Context



Community Context



Neighborhood Context



Survey Format

- Digital Survey: December 10th, 2025 to January 5th , 2026
- 297 Responses, 15 Questions
- 82% Manitou Springs Resident
- 14% Non-Resident
- 2% Property Owner/ Non-Resident

A sample size of ~297 produces a reasonable margin of error with a **confidence level** of ($\pm 5-6\%$) at **95%**



Survey Themes

Finding: Yes, there is support for a trail, and....

- Open Space **P**reservation
- Conservation and **L**and Management
- Passive Recreation & **L**ow-Impact Access
- **T**houghtful Trail Planning
- Neighborhood Compatibility & **Q**uality of Life
- **S**upport for Development
- **C**onsiderations and Support

Open Space Preservation



Community support for preservation and opposition to high-impact development

Support for Open Space:

Community members **strongly support preserving** the open space for recreational trails and natural habitat use.

Low Impact Development:

There is clear community message to limit high-impact recreation **developments and to protect** the natural environment.

Long-Term Stewardship:

The community desires long-term protection and **stewardship to maintain the area's natural and recreational value.**

Policy alignment with POST and Comprehensive Plan

POST Plan / Alignment:

The POST Plan focuses on acquiring and protecting lands that offer ecological, scenic, and community benefits.

Plan Manitou Goals /Alignment:

The Comprehensive Plan aims to conserve open lands permanently to preserve mountain character and environmental quality.





Survey summary reinforcing **preservation** commitment

Community Support:

Survey results show strong community support for **preserving open spaces** in Manitou Springs.

Preservation Policy:

City's long-standing policy focuses on **maintaining open space** as a key to the features of Manitou Springs.

Ongoing Commitment:

The community's ongoing support **reinforces continued efforts** to protect natural areas for future generations.

Conservation and Land Management



Community priorities for habitat protection and minimal disturbance

Emphasis on Natural Character:

Community prioritizes preserving the **natural character and ecological integrity** of the land.

Habitat Protection Priority:

Strong focus on **protecting habitats** to support biodiversity and ecosystem health.

Minimal Human Disturbance:

Community advises **against over-programming** or intensive park-style developments to reduce disturbance.

Passive Recreation & Low-Impact Access



Community support for passive recreation and quiet use

Preference for Passive Recreation:

Community favors walking, hiking, and observing nature **instead of** more active recreational activities.

Desire for Quiet Use:

Residents **seek low-impact, quiet** recreation that preserves the natural environment and tranquility.

Thoughtful Trail Planning



Community input on trail design, erosion, and user conflicts

Community Support for Trails:

Trails receive community support when **designed thoughtfully** to balance use and conservation.

Erosion Concerns:

Community members express concerns about **erosion risks** on poorly planned trails.

User Conflicts:

Plan trail carefully to reduce user conflicts and protect the **quiet trail experience**.



Consistent with
Community
Plans

Policy alignment and summary for sustainable trail planning

Environmental Trail Design:

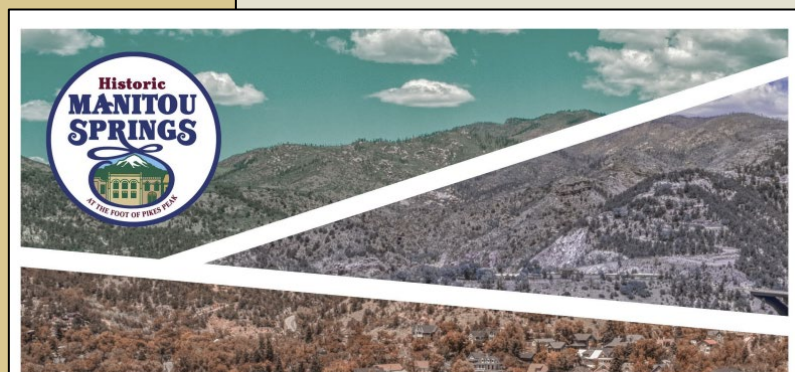
POST advocates environmentally sensitive trail design focusing on preservation and stewardship.

Multimodal Access:

Plan Manitou encourages multimodal and pedestrian access minimizing environmental and neighborhood disruptions.

Community Support:

Public input emphasizes quality, sustainability, and stewardship in city trail planning policies.



Plan **Manitou** 2.0
COMMUNITY MASTER PLAN

APRIL 2025



Community & Neighborhood Impacts

Respect for Neighborhood:

Community members **emphasize the importance of** respecting the character of the site and neighborhood.

Traffic Concerns:

Residents express **worries about increased traffic** and parking impacts and while preserving convenience for the neighborhood.

Noise and Overuse Issues:

Concerns include noise pollution and affecting quality of life.

Areas of Support for Development

Safe pedestrian access and connectivity

Safer Pedestrian Routes:

The trail provides support for off-street walking paths avoiding unsafe roads (**Crystal Hills Blvd**) that are lacking public sidewalks.... enhancing safety for all ages.

Connectivity to Trails:

Linking neighborhoods to Manitou Avenue and trail systems **boosts daily mobility** and recreational access.





Wildlife impacts, fire risk, and safety concerns

Wildlife and Habitat Protection:

Concerns centers on **protecting wildlife corridors** and habitats for diverse species like bears, turkeys and mountain lions.

Fire Risk Concerns:

Concerns focus on **increased fire risk** from human activities and challenges in fire suppression in steep terrain.

Safety and Crime Issues:

Fears of illegal camping, trash, increased fire risk, and crime raise safety concerns, especially for adjacent neighbors.

Conclusion

Community Commitment

The survey highlights strong community **dedication to open space** preservation and sustainable trail use.

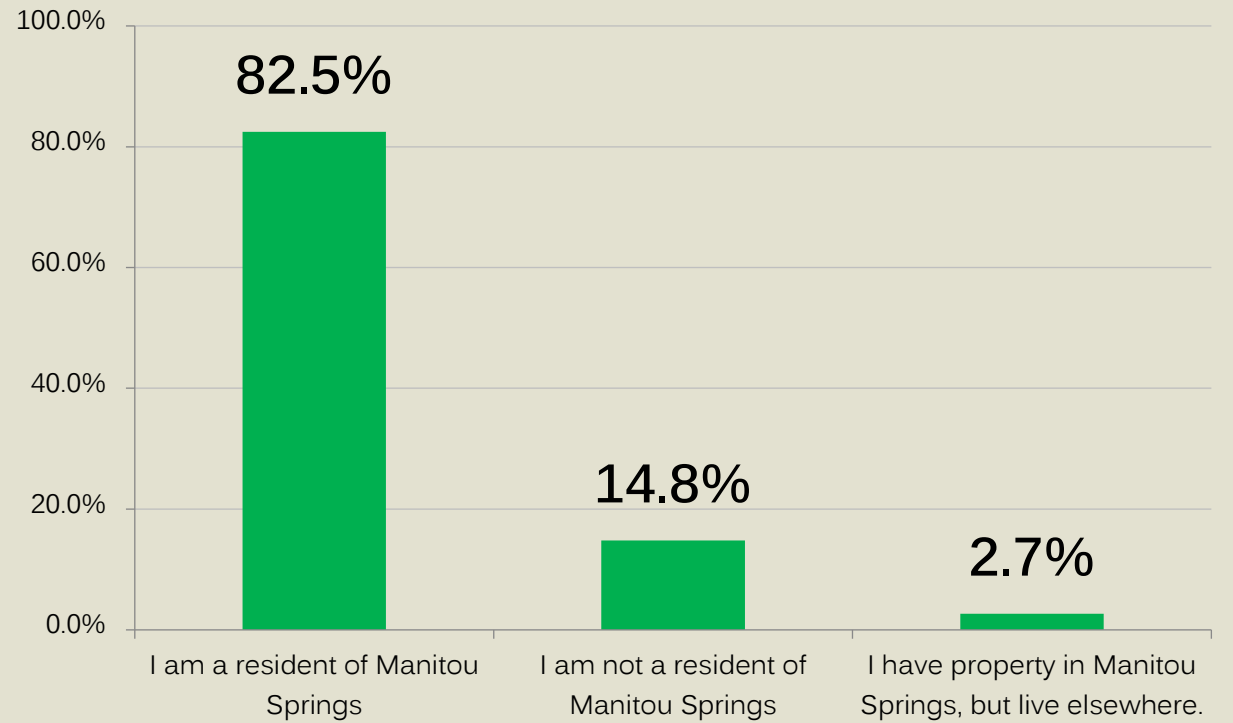
Conservation and Development

Residents prefer **balanced approaches** combining conservation with thoughtful development.

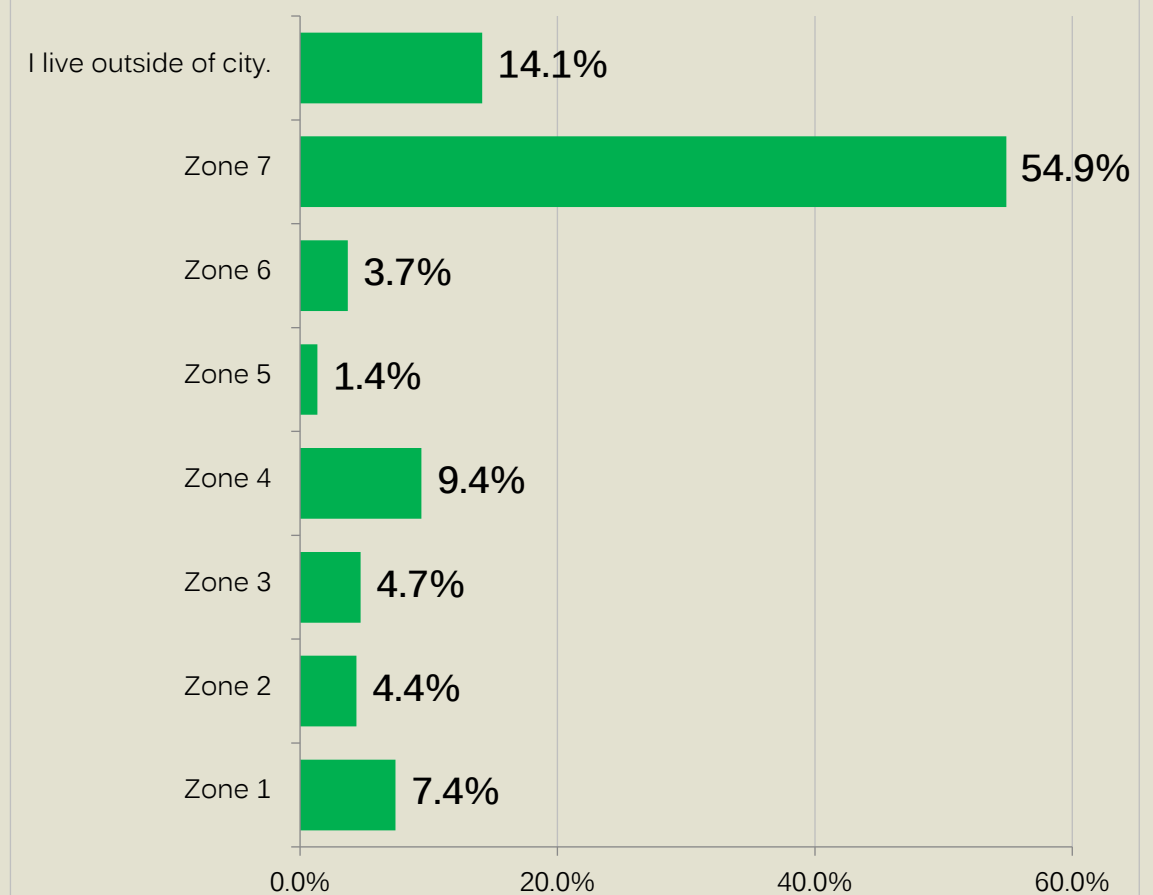
Key Planning Considerations

Future efforts must address safety, neighborhood impact, and ecological health for effective planning.

Select the option that best describes you.



What City zone do you live in?

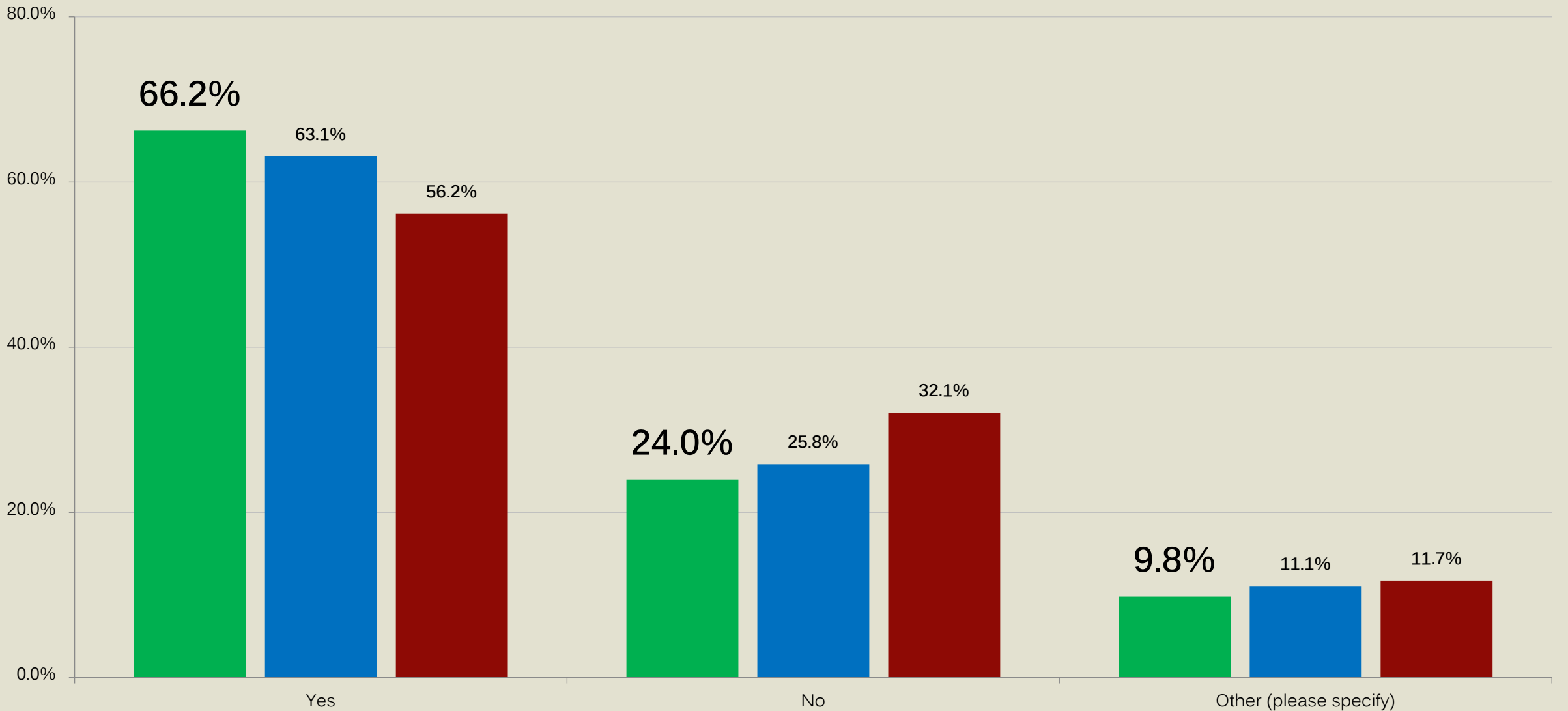


Data

Survey Graphs /Tables

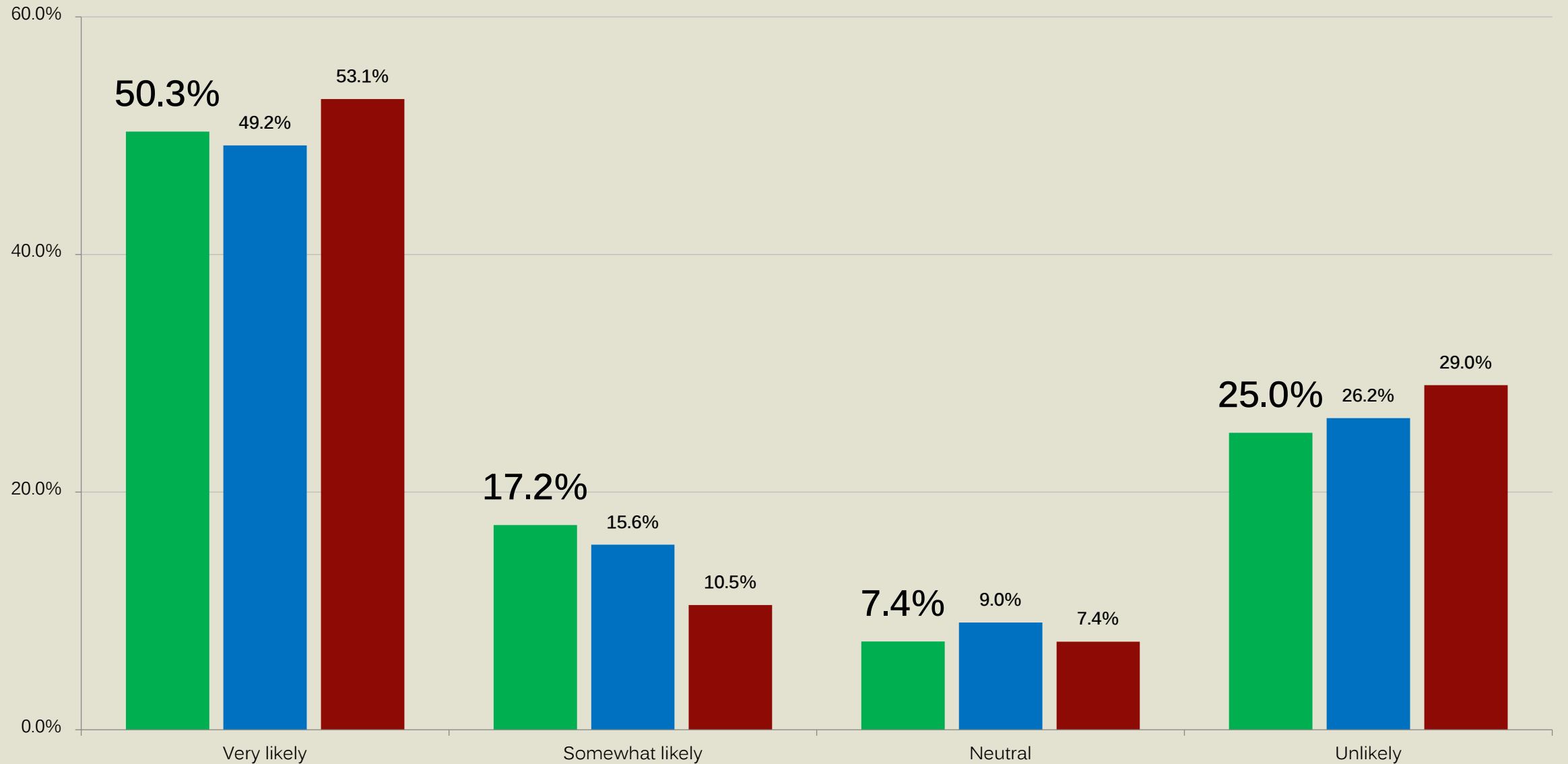
Would you support the development of a trail through Bill Bauers Open Space?

■ All Responses ■ City Only ■ City Zone 7



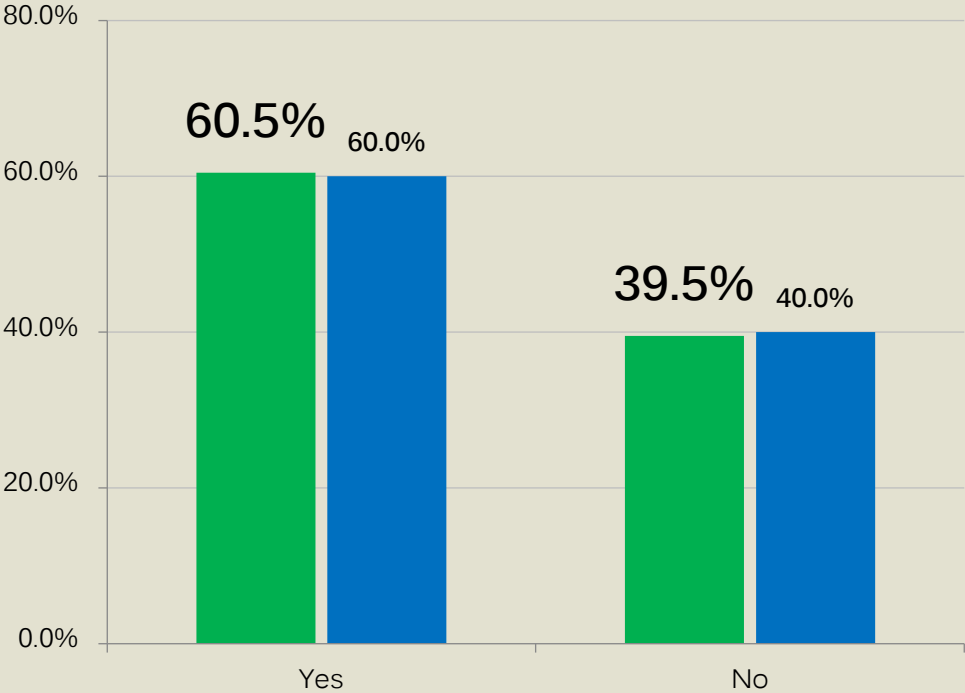
If a trail through the open space is developed, how likely are you to use it?

All Responses City Only City Zone 7



Do you support the additional use of OSAC funding for additional environmental impact studies beyond the Baseline Environmental Impact Assessment before moving forward with trail and site development of the property?

All Responses		City Only	
60.5%	176	60.0%	144



What **concerns**, if any, do you have about potential trail development

Rank	Theme	Description	Approx. Mentions	%
1	Homeless / Encampments / Transient Access	Concerns about unhoused individuals using the trail as a corridor, establishing camps, fire risk, trash, crime, and impacts to nearby homes and parks	146	18.67%
2	Wildlife Impacts & Habitat Disruption	Displacement of bears, mountain lions, deer, birds; loss of wildlife corridors; increased human–wildlife conflict	121	15.47%
3	Fire Risk	Fire danger from camps, cigarettes, trash, limited emergency access in ravines/corridors	103	13.17%
4	Traffic, Parking & Access Impacts	Increased vehicle traffic, illegal U-turns, parking shortages, congestion on Crystal Hills Blvd and neighborhood streets	88	11.25%
5	Neighborhood Safety & Crime	Trespassing, vandalism, theft, robbery concerns, unsafe pedestrian conditions, children’s safety	79	10.10%
6	Privacy & Neighborhood Intrusion	Loss of privacy, increased foot traffic near homes, trail backing up to residences	63	8.06%
7	Environmental Degradation (Erosion, Hydrology, Vegetation)	Erosion in steep terrain, drainage/flood zone issues, loss of natural vegetation, overbuilding	57	7.29%
8	Cost, Funding & Budget Constraints	Use of taxpayer funds, city budget shortfall, construction and long-term maintenance costs	49	6.27%
9	Questioning Need / Utility of the Trail	Trail “goes nowhere,” redundancy with nearby trails, limited benefit to residents, not a destination	44	5.63%
10	Trail Design & Use Conflicts	Bikes vs. pedestrians, dogs, trail width/surface, singletrack vs. multi-use, maintenance burden	32	4.09%

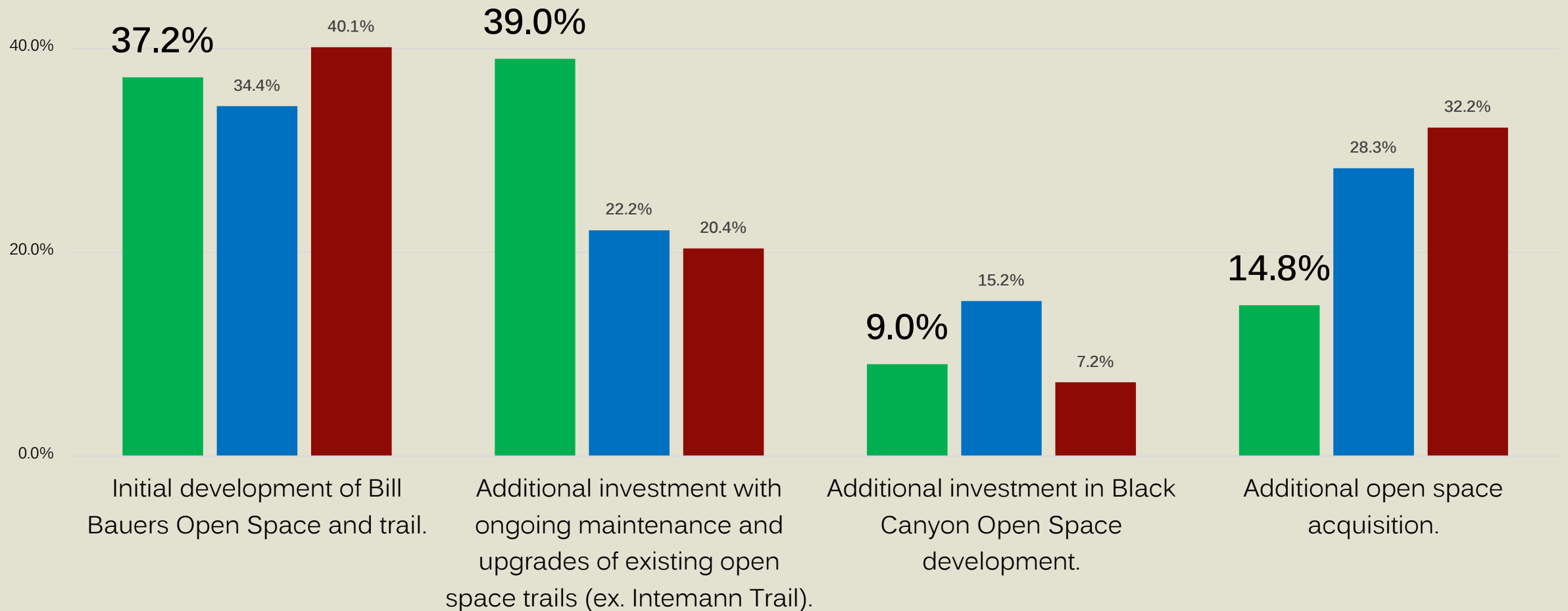
What **benefits** do you see from trail development

Rank	Theme	Description	Approx. Mentions	%
1	Safe Pedestrian Access / Off-Street Safety	Safer walking route, avoiding Crystal Hills Blvd & Crystal Park Rd, no sidewalks today, safer for kids, families, seniors	172	17.44%
2	Connectivity to Manitou Ave & Trail System	Neighborhood–town connection, access to Manitou Ave, Intemann, Creek Walk, Fountain Creek, Red Rock Canyon	141	14.30%
3	Outdoor Recreation & Exercise	Walking, running, hiking, biking, dog walking, general recreation close to home	128	12.98%
4	Active Transportation / Reduced Car Dependence	Walking/biking instead of driving, fewer cars, pedestrian commuting, bike access	112	11.36%
5	Community Health & Quality of Life	Physical health, mental health, “nature therapy,” family use, livability, happiness	96	9.74%
6	Access to Nature / Open Space Enjoyment	Nature exposure, scenic valley, forested trail, preservation through managed access	91	9.23%
7	Fire Mitigation & Reduced Illegal Camping	“Eyes on the space,” activation deterring encampments, managed use vs. unmanaged use	78	7.91%
8	Equity & Accessibility (Non-Drivers, Kids)	Access for children, non-drivers, seniors, families without cars, equitable access	69	7.00%
9	Economic Benefits & Property Value	Increased property values, tourism spillover, local spending, community asset	52	5.27%
10	Efficient Use of Underutilized Land	Formalizing existing social trails, managing erosion, stewardship, avoiding rogue trails	47	4.77%

What OSAC open space development and project priority do you support most?

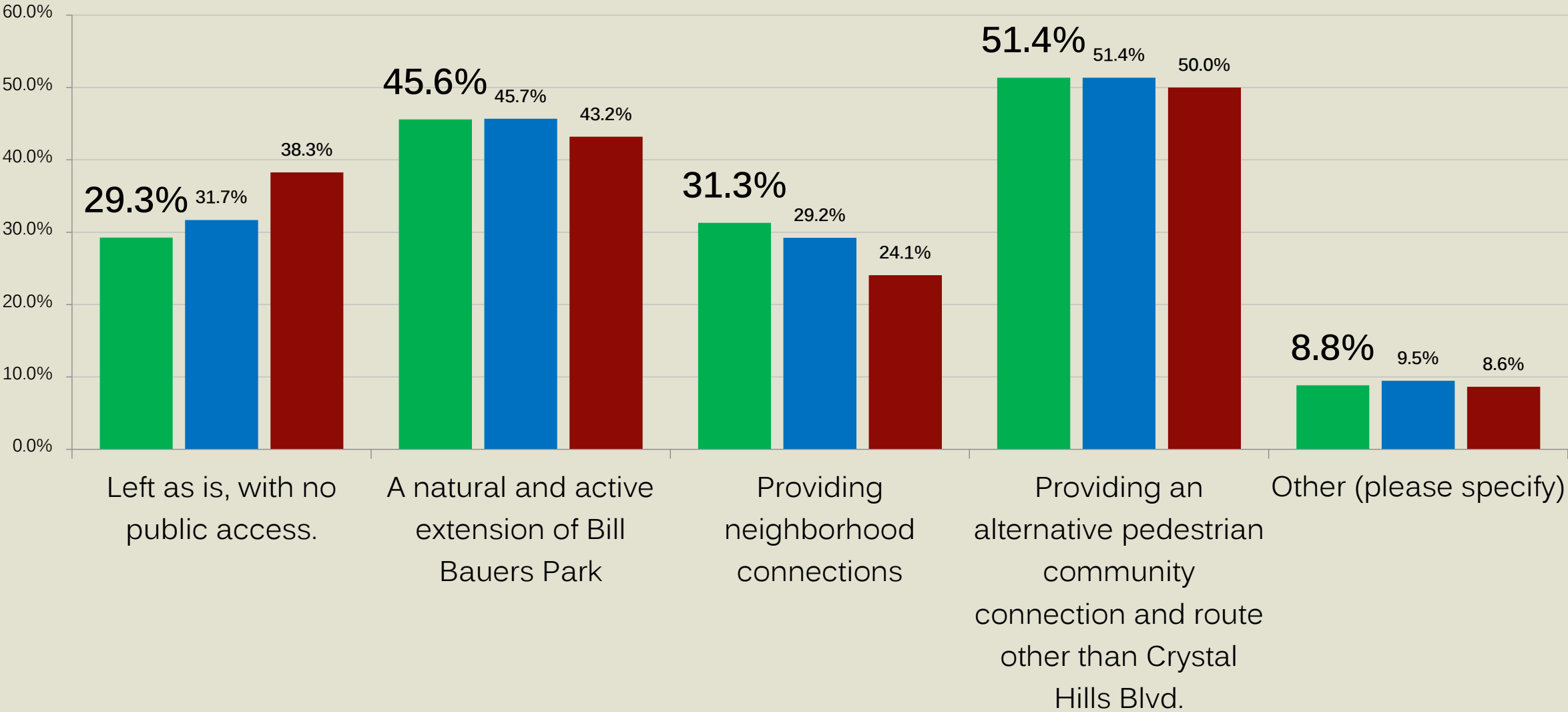
#1 Ranking

■ All Responses ■ City Only ■ City Zone 7



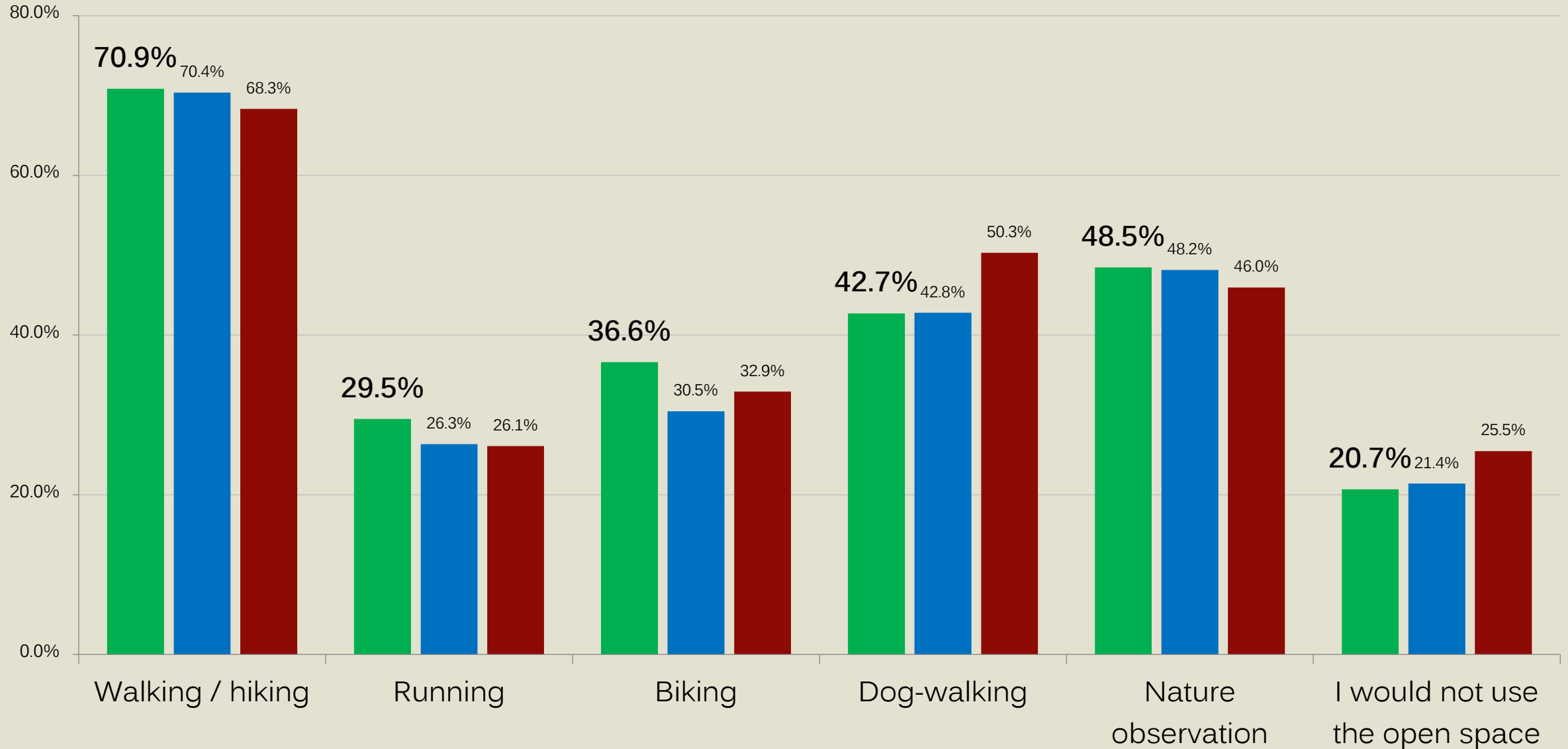
From a public investment and community development perspective, how would you propose using Bill Bauers Open Space?

All Responses City Only City Zone 7



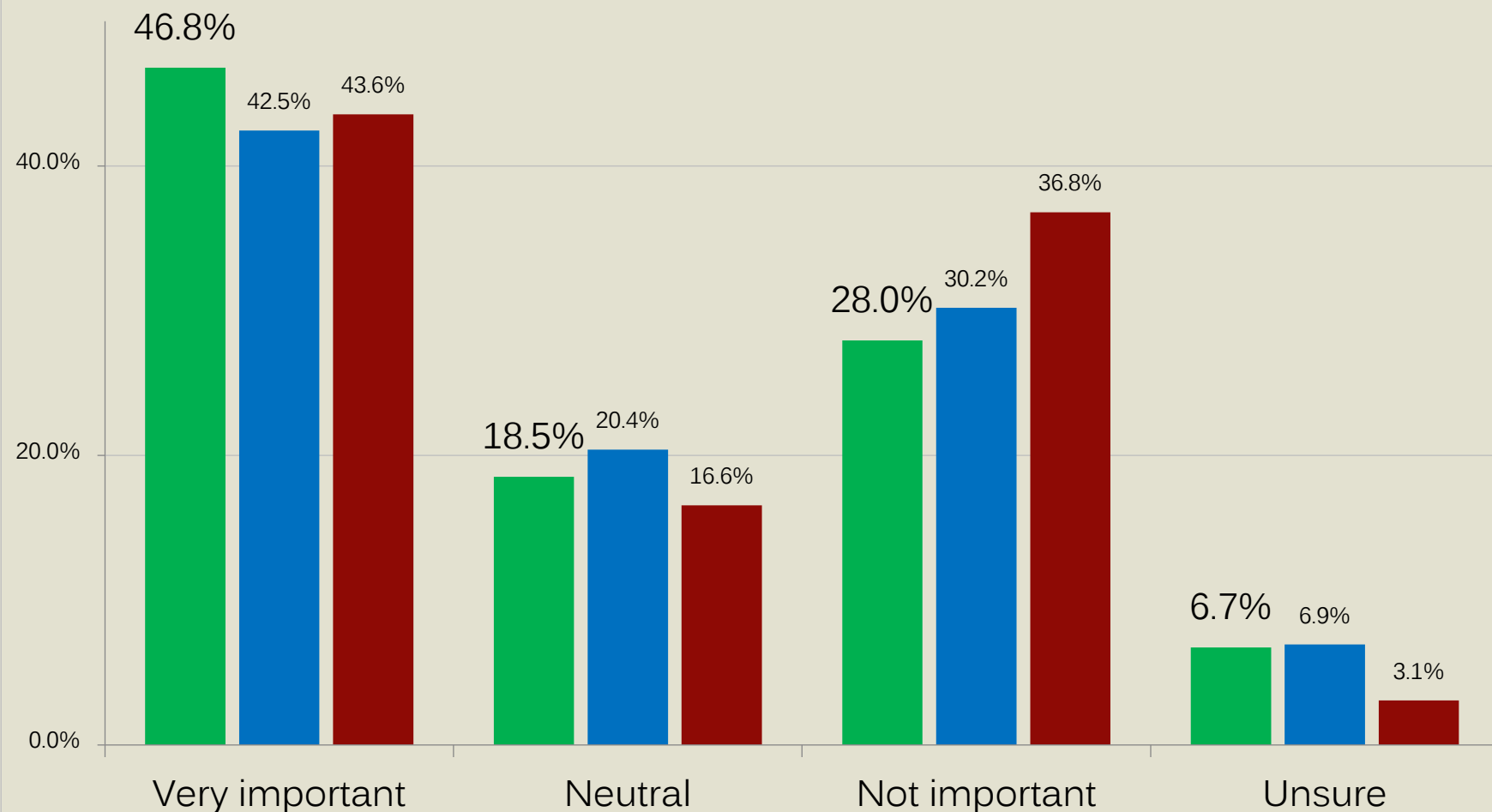
If Bill Bauers Open Space is developed, what activities would you participate in?

■ All Responses ■ City Only ■ City Zone 7



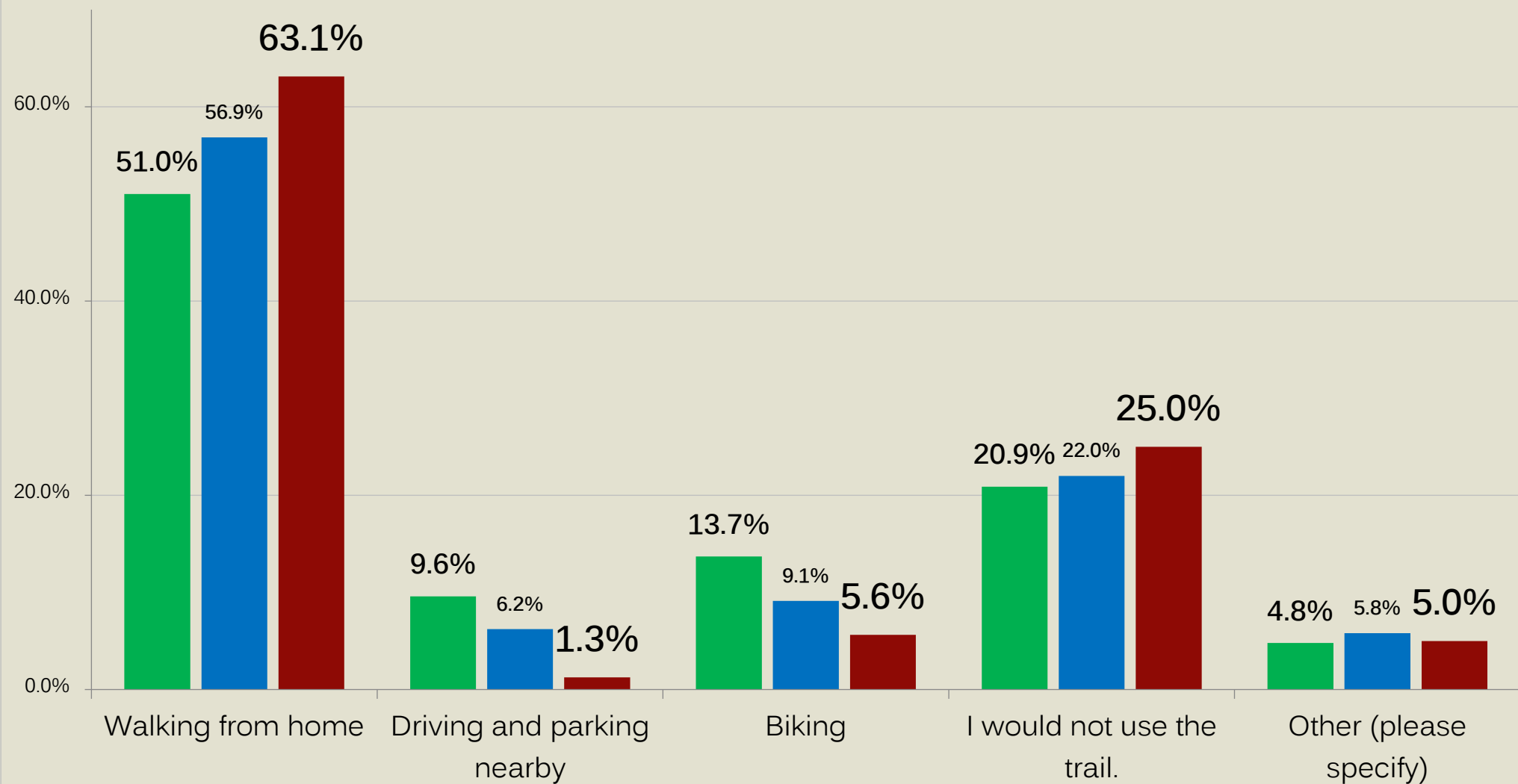
How important or desirable is a trail and trail connection through Bill Bauers Open Space for the neighborhood and surrounding area?

All Responses City Only City Zone 7



If developed, how would you access a trail within the open space?

■ All Responses ■ City Only ■ City Zone 7

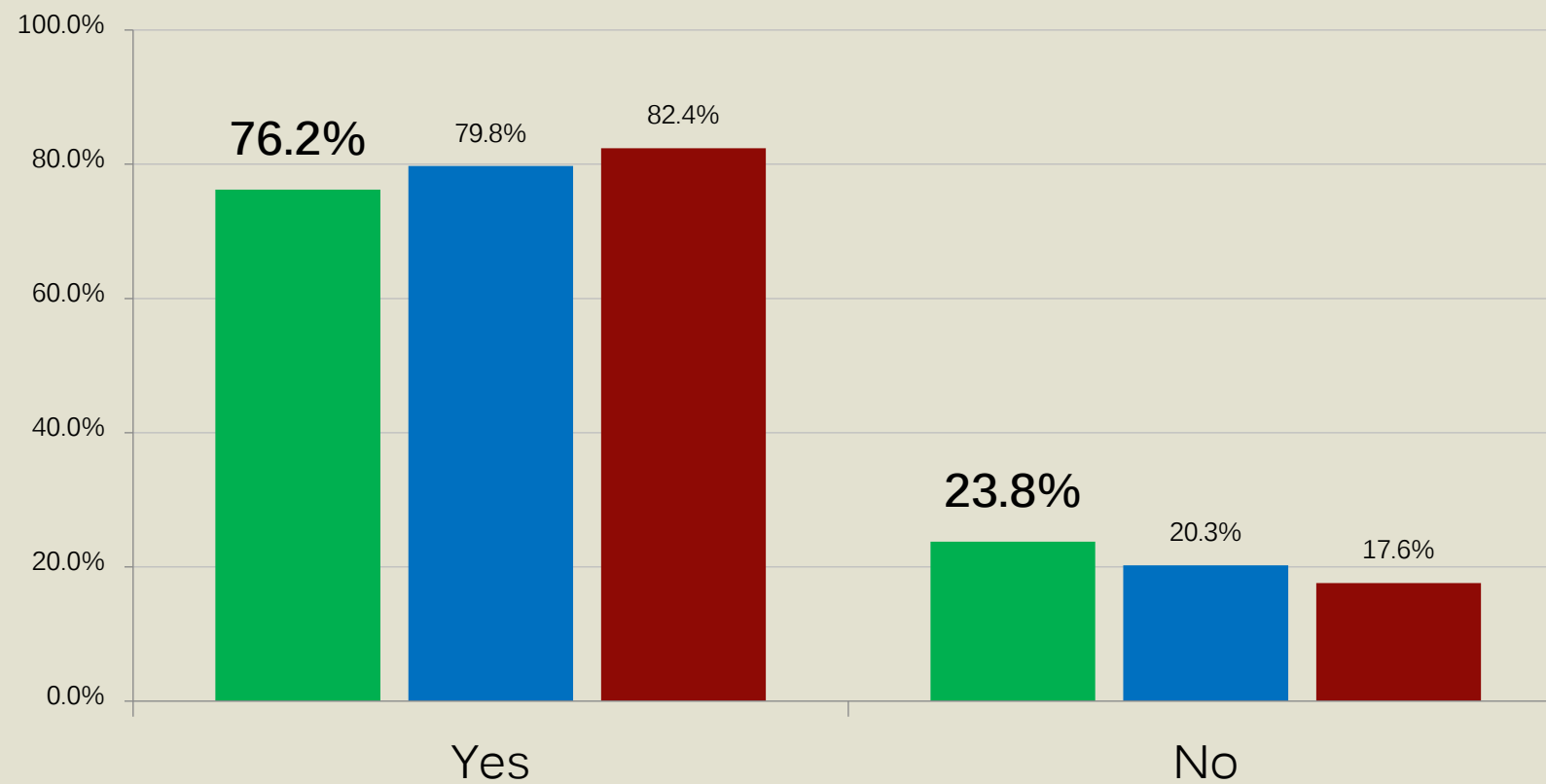


Please share any additional thoughts or suggestions regarding the proposed trail or open space development

Rank	Theme	Description	Approx. Mentions	%
1	Wildlife Impacts & Habitat / Corridor Loss	Bears, mountain lions, birds, bobcats, deer; protection of remaining wildlife corridors; “leave it wild”	61	15.76%
2	Fire Risk & Emergency Response	Campfires, wildfire spread, lack of hydrants/access, ravine fire danger	56	14.47%
3	Homeless / Encampments / Crime Risk	Encampments, trespassing, crime, security concerns	53	13.70%
4	Neighborhood Privacy, Character & Security	Loss of quiet, privacy, “close-knit” feel, intrusion by non-residents	41	10.59%
5	Cost, Budget & Funding Priorities	City finances, infrastructure first (sewer, roads), maintenance costs	39	10.08%
6	Opposition to Development / Leave Open Space Undeveloped	“Leave it alone,” preserve raw/natural condition	37	9.56%
7	Traffic, Parking & Access Impacts	Parking spillover, access points, increased visitation	31	8.01%
8	Environmental Degradation (Erosion, Drainage, Vegetation)	Steep terrain, drainage ditch, erosion-prone slopes	29	7.49%
9	Trail Use Conflicts (Bikes, Width, Multi-Use)	Bike speed, shared-use safety, single-track preferences	22	5.68%
10	Process & Engagement Concerns	Insufficient outreach, unclear maps, need for studies	18	4.65%

Would you like to participate in future community discussions about Bill Bauers Open Space?

■ All Responses ■ City Only ■ City Zone 7



To:

Manitou Springs City Council

606 Manitou Ave.

Manitou Springs, CO 80829

April 8, 2026

Re: Proposed trail from Bill Bauer Park to Manitou Ave.

Members of the Manitou City Council:

I would like to share my thoughts on the above referenced topic. This is done as a private citizen who lives a few blocks away from Bill Bauer Park.

I have had strong concerns about the proposed trail since it's inception. I would like to share those concerns with Council.

My concerns are as follows:

- 1) The survey gave equal weight to all Crystal Hills and Manitou residents. While this is totally understandable, it is also true that the folks immediately around the ravine will be the most heavily impacted. As I understand, those folks are very unhappy with the proposed trail due to concerns with increased foot and bicycle traffic coming up to Sutherland Road or Crystal Hills Blvd. in the street to access other trails off Bevers Place;
- 2) Further concerns have to do with the disruption to wildlife in the ravine. Walkers and hikers may or may not stay on the proposed trail and may be disruptive to the wildlife, especially during critical breeding and birthing seasons;
- 3) The terrain on the proposed trail has many steep points. So, assuming any trail is built, there are concerns about erosion and danger of the steep sides of the ravine caving in during heavy rains and snows;

4) The trail itself has to be along larger rocks and boulders. That means that any runner or bicyclist going down hill will have to go slowly enough to avoid going off the trail.

5) The idea that kids could walk or ride their bikes down this trail seems to me to be shaky at best. High School and Middle School students will have to take the Park Trail to Manitou Ave. and then proceed west to Crystal Park Road, then head up Crystal Park Rd. to pick up the road to the High School or Middle School. Elementary School students will have to continue west on Manitou Ave. to the Elementary School. Both routes are longer than using Sutherland down to Manitou Ave;

Coming back after school, students would have to walk, run or ride back up either Sutherland (because it is closer) or keep heading east to catch the trail up to Bill Bauer's Park. Taking a steep uphill with a backpack full of books, or late after an after school activity seems quite hard and unsafe to me.

6) As a former casualty insurance adjuster and liability investigator, I see all kinds of red lights for this project. Those are:

a) A person on a bike or just running downward falls and has to wait until someone finds them for assistance. The very difficult terrain for taking someone out on a stretcher;

b) A student does the same as (a) above and does not get found until someone realizes they are not in school. Or students start playing around on the boulders and someone is hurt;

c) There may be problems on the trail with homeless camps.

d) The "pinch point issue" with the former owner remains unresolved. If that is not resolved, it could mean that more funds than anticipated would have to be spent;

e) Finally, I wonder if the City is creating an "Attractive Nuisance." If a person or company has a known hazardous situation and allows the situation to be ongoing, they may be liable if there is an accident. This is especially true with children

deemed to be below what is considered "the age of reason." (Age 14 in Colorado.) I am sure the City Attorney can advise Council if the City has immunity in this case, but it may be worth finding out since the discussion has been that this proposed trail is "safer" for kids going and coming back from school than Sutherland Road.

I have heard what has been said about building this trail at Council meetings. I talk with Crystal Hills neighbors who live near and those who don't live near the Park about this issue.

I think this proposal needs a lot of study before more money is spent on the actual trail development. I also believe that the pinch point issue should be the first issue to be resolved because it will possibly change the plan and perhaps cost for the trail if Council decides to proceed with this plan.

I believe that Black Canyon Open Space will provide access for many more levels of walkers runners, and bicyclists than a trail from Bill Bauer's Park. I think its best if the Bill Bauer project gets placed on the back burner for the present.

It is a lovely piece of property and worth preserving as a view and wildlife property for sure.

I apologize for the length of this letter. Unfortunately, I am not able to attend the 4/14/26 meeting. I hope you will add my concerns to your deliberations on this issue.

Thanks!

Judy Carnick

PaCMan thanks the Mayor Johnson, City Council, and City staff for your service to our community, and for this opportunity to provide input on the potential development of recreation and transportation infrastructure on property acquired through the voter-approved Open Space tax.

PaCMan strongly supports the construction of the proposed Bill Bauers Park Trail on the property that was purchased using Manitou Springs Open Space funds, specifically envisioning a multi-use trail **connecting lower Crystal Hills Boulevard to Bill Bauers Park.**

We believe this trail represents a significant, valuable improvement to our community's infrastructure in several key ways:

1. **Enhances Safe and Accessible Recreation:** The trail will provide a separated space for residents and visitors to travel between downtown and Bill Bauers park, and to enjoy access to nature away from vehicular traffic. It provides an alternative for residents of the currently car-centric Crystal Hills neighborhood and offers a safe corridor for recreation and transportation options right near their homes. This directly supports Manitou's community goal of promoting safe pedestrian and cycling infrastructure.
2. **Dramatically Improves Connectivity:** The Bill Bauers Park Trail is a critical link for Manitou Springs. It will:
 - Connect the Crystal Hills neighborhood (over 350 households) to downtown Manitou Springs via Bill Bauers Park.
 - Provide improved, safer non-motorized access for residents wishing to reach Red Rocks Open Space and the Intemann Trail.
 - Allow residents of all ages in the Crystal Hills area to connect to Mountain Metro Transit (#3 and #33 buses) along Manitou Avenue, without relying on a vehicle.
 - Connect to the Creek Walk Trail, helping fill a crucial gap in the city-wide micro-mobility network.
3. **Provides a Safe Route to School:** The Bill Bauers trail takes a major step toward safe, off-street access for students in the Crystal Park neighborhood to safely reach Manitou Avenue and all three Manitou Springs School District 14 schools.
4. **Fulfills the Intent of Open Space & Aligns with City Plans:** Clearing deadfall, mitigating fuels and developing low-impact recreational trails is a primary and

appropriate use for lands acquired with Open Space tax funds. This use was proposed when this property was approved for purchase and preservation, as an alternative to allowing private development of the space. Furthermore, creating new separated spaces for non-motorized uses is a textbook example of the type of infrastructure prioritized in, and aligned with, the **2016 Parks, Open Space and Trails Master Plan, 2017 Plan Manitou, and the 2019 Transportation & Mobility Master Plan**. It provides engaged public access, increasing stewardship and connection to our natural environment, and offers a viable mobility enhancement compared to the challenges of installing sidewalks along Crystal Hills Boulevard.

5. **Honors Public Investment & Ensures Access:** ALL Manitou residents (and visitors) contributed to the purchase of this property through the Open Space tax. The development of this trail ensures the general public receives the benefit of that investment through access, rather than limiting use to only adjacent neighbors.
6. **Improves Public Safety & Reduces Fire Risk:** Across Colorado, activating undeveloped open space with trails consistently reduces illegal activities, including unauthorized camping and dangerous illegal campfires. This trail will enhance public safety and reduce wildfire risk in this area.
7. **Promotes Health and Well-being:** Access to trails encourages outdoor activity, contributing positively to the physical and mental health of our community members. The unique surroundings of this space will be compelling for the immediate neighbors as well as all of the residents of Manitou Springs

PaCMan urges Manitou Springs City Council to **proceed expeditiously with the design of the Bill Bauer Trail and the allocation of the necessary resources for its timely construction.**

PaCMan is committed to collaborating with the City, and other partners to help make this valuable community asset a reality. We welcome further discussion and are available to assist in any way we can.

Respectfully,

PaCMan - Pedestrian and Cycle Manitou Springs

Memo to: Manitou Springs City Council

CC: Gillian Rossi; Denise Howell

From: Neale Minch

Subject: Bill Bauers Open Space

Date: April 19, 2026

As the trail leading up to Bill Bauers Open Space is a topic for this week's City Council meeting, I wanted to provide some input as my property backs directly onto the canyon. I am a frequent user of our trails and support the primary mission of OSAC (OSAC implements the city's open space program by identifying, prioritizing, and acquiring land to preserve Manitou's natural beauty). However I am strongly opposed to the construction of any kind of trail through the canyon between the bottom of Crystall Hills Boulevard and Bill Bauers Park. The primary reasons are impact to wildlife, prioritization of the funds OSAC has available and to a lesser extent noise. Attached is a email I have previously sent to the OSAC on this matter.

Impact to Wildlife

The impact to wildlife should not be underestimated – given the width and grade of the canyon, there is insufficient room to construct a trail and without impacting the existing wildlife habitat. There are many rules of thumb out there for how much space is needed to protect wildlife, but 250' to as much as 1000' either side of the trail seems to be a good rule of thumb (depending on the wildlife). From the back of my house the canyon is about 450 feet wide and it narrows to around 150 feet as you get closer to Bill Bauers Park. We cannot allow the same density of trail construction as seen in Red Rock Open Space where I have witnessed the decline in the park's wildlife. The recently completed Bill Bauer survey showed 50% of respondents in Zone 7 would use the trail for dog walking and given the number of dogs off lead, I think you can imagine the impact these predators would have on the resident wildlife.

I pulled the tables below from the Hiawatha Gardens Ecological Study in the 10/21/25 council packet (page 129 in packet). I thought it would be useful to document the species we have recorded.

Table 1 – Threatened and Endangered Species

Table 1. Threatened and Endangered species with potential to occur in project area

Scientific Name	Common Name	Species Type	USFWS Status	Potential to Occur
<i>Canis lupus</i>	gray wolf	mammal	Experimental in CO	No
<i>Charadrius melodus</i>	pipit plover	bird	Threatened	No
<i>Danaus plexippus</i>	monarch butterfly	insect	Candidate	No
<i>Laterallus jamaicensis</i>	eastern black rail	bird	Threatened	No
<i>Perimyotis subflavus</i>	tricolored bat	mammal	Proposed endangered	Yes
<i>Scaphirhynchus albus</i>	pallid sturgeon	fish	Endangered	No
<i>Spiranthes diluvialis</i>	Ute ladies'-tresses	plant	Threatened	No
<i>Strix occidentalis lucida</i>	Mexican spotted owl	bird	Threatened	No, final critical habitat

- We have observed Monarch butterflies

Table 2 – Migratory bird species

Table 2. Migratory bird species of concern with potential to occur in project area

Scientific Name	Common Name	State Status*	SWAP** Tier	Potential to Occur
<i>Haliaeetus leucocephalus</i>	bald eagle	Eagle Act		No
<i>Selasphorus platycercus</i>	broad-tailed hummingbird	BCC		Yes
<i>Larus californicus</i>	California gull	BCC		No
<i>Haemorhous cassinii</i>	Cassin's finch	BCC	Tier 2	No
<i>Nucifraga columbiana</i>	Clark's nutcracker			No
<i>Coccothraustes vespertinus</i>	evening grosbeak	BCC		Yes
<i>Psiloscops flammeolus</i>	flamulated owl	BCC		No
<i>Aquila chrysaetos</i>	golden eagle	Eagle Act	Tier 1	No
<i>Melanerpes lewis</i>	Lewis's woodpecker	BCC	Tier 2	Yes
<i>Contopus cooperi</i>	olive-sided flycatcher	BCC	Tier 2	No
<i>Gymnorhinus cyanocephalus</i>	pinon jay	BCC		No
<i>Leiothlypis virginiae</i>	Virginia's warbler	BCC	Tier 2	No

*BCC = Bird of Conservation Concern, **SWAP = State Wildlife Action Plan

We have observed broad-tailed hummingbird, california gull, cassin's finch, evening grossbeak, virginia's warbler and pinion jay. Rare species for the area include Bohemian Cedar Waxwing and Sage Thrasher. Each summer, there is a large flock of band tailed pigeons (over 20) that nest on the east side of the canyon (where the trail will be located) and during Spring and Fall migration we have a unusually large number of Western Tanagers who roost in the canyon (we have had as many as 50 on our feeders).

Table 3 – SWAP Tier 1 species of concern

Table 3. SWAP Tier 1 species of concern with potential to occur in project area

Scientific Name	Common Name	Species Type	SWAP Tier	Potential to Occur
<i>Zapus hudsonius preblei</i>	Preble's meadow jumping mouse	mammal	Tier 1	No
<i>Corynorhinus townsendii pallenscens</i>	Townsend's big-eared bat	mammal	Tier 1	Yes
<i>Leucosticte australis</i>	brown-capped rosy-finch	bird	Tier 1	Yes
<i>Myotis lucifugus</i>	little brown myotis	mammal	Tier 1	Yes
<i>Myotis thysanodes</i>	fringed myotis	mammal	Tier 1	Yes

We do have bats though we have never identified the precise species

Prioritization of Funds available to OSAC

Whilst there is a cost estimate for developing the trail, I would have expected a range estimate could have been obtained from one of the organizations in our area with years of experience in building trails. I would imagine it is 10's of thousands vs thousands. Personally, I would prioritize funds for acquisition of additional parcels of land and maintaining the trails we have. Further I believe clarity needs to be provided on whether the potential for trail development is a key criterion for defining additional parcels of land for acquisition by OSAC (one of the meetings I attended there was at least one Board member who implied trail development potential was a prerequisite). Looking at the master plan (the Open Space section) – the first two open space enhancements are :

- Celebrate and recognize the significant progress that has been made in securing open . space .parcels identified as candidate areas in the 7~~553~~Manitou Springs Open Space . Plan?and .continue the community commitment to open space acquisition;
- Keep open spaces open?accessible?and undeveloped (emphasis added).

Noise

For those who live on Ruxton, this may be familiar. Given the physical characteristics of the canyon, sound carries very easily. Indeed I recall when the canyon was being surveyed a couple of years ago, I was alerted not by the presence of people but by the voices carrying across the canyon.

Please leave the canyon undeveloped and let's use the OSAC monies for acquisition of more parcels of land and keep them undeveloped and wild.

Thank you for your attention.

Neale and Kathy Minch

Dear Mayor and Members of the City Council,

I am writing to formally express my opposition to the proposed development of a trail connecting Bill Bauers Park to the base of Crystal Hills Boulevard near the Colorado Highway 24 underpass. I respectfully request that this correspondence be entered into the public record.

This proposal raises substantial concerns across several dimensions, including environmental impact, site feasibility, fiscal responsibility, public safety, and long-term land use priorities.

Site Conditions and Feasibility

The proposed alignment traverses terrain that is both densely vegetated and topographically challenging. Based on direct, on-the-ground observation, the area is defined by steep slopes and irregular surfaces that would complicate construction and limit safe usability. Even with extensive grading and vegetation removal, the inherent steepness of the landscape would remain a persistent constraint, raising legitimate concerns regarding user safety and long-term trail viability.

Public Safety and Lack of a Safe Route to School

Importantly, this trail does not function as a safe route to school for children. At its terminus, users would be directed onto a busy roadway, requiring them to navigate traffic along Crystal Hills Boulevard and then cross Manitou Avenue in order to connect to the Midland Trail. This sequence introduces multiple high-risk conflict points with vehicular traffic and does not provide the level of safety expected for school-aged pedestrians. A project of this nature should not be characterized or justified as improving safe routes to school when it ultimately places children in potentially hazardous conditions.

Fiscal Responsibility and Ongoing Obligations

Given current budget uncertainties—particularly the potential instability of recreational cannabis tax revenues—advancing a project with significant capital and recurring maintenance costs warrants caution. Development would require land clearing, trail construction, drainage solutions, signage, and continuous upkeep. Additionally, the site's steep and relatively inaccessible nature could complicate emergency response, placing added demands on fire and EMS services and potentially increasing long-term operational costs.

Environmental Stewardship and Open Space Preservation

Beyond feasibility and cost, this proposal raises important questions about the appropriate use of remaining natural open space. Undeveloped areas provide intrinsic ecological and social value: they serve as habitat for wildlife and offer residents opportunities for quiet,

unstructured interaction with the natural environment. These benefits are fundamentally different from those provided by built recreational amenities and are increasingly scarce within city boundaries.

Preserving such landscapes in their natural state supports ecological integrity and ensures a broader diversity of experiences for the community. Converting this area into a developed trail corridor would diminish those values and further reduce the availability of undisturbed open space.

Conclusion

In its current form, the proposed trail does not meet reasonable standards of practicality, safety, sustainability, or necessity. I respectfully urge the City Council to reconsider this proposal and to prioritize preservation of this area in its existing natural condition.

Thank you for your consideration and for your service to the community.

Respectfully,

Rick

Richard Larson



Memorandum

Title: Action on Fire Mitigation Equipment Purchases and Fire Administrative Captain Position

From: Keith Buckmiller, Fire Chief

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 30 Minutes

April 21, 2026

Purpose:

To request City Council approval of the budget items and related actions directed by Council during the April 9, 2026 Budget Meeting.

Background:

Our community has felt the long-lasting effects of regional wildfires, including the 2012 Waldo Canyon Fire and the challenges that followed. In Manitou Springs, wildfire risk directly affects what matters most to our community; our homes, historic buildings, evacuation routes, and our water supply. As a tourism based community, wildfire impacts such as smoke, road or trail closures, and post fire damage can also affect public safety, city services, and the local economy.

For these reasons, investments that expand the city's ability to reduce hazardous fuels, process woody debris efficiently, and provide consistent oversight and coordination directly support the community's long-term wildfire resilience and emergency response capability. Therefore, we are formally requesting approval of the following:

- **3-person Fuel Crew:** A dedicated fuels management team would improve wildfire prevention and response by increasing operational efficiency and reducing risk for residents, visitors, and firefighters.
- **Air Burner Model T24:** Quickly eliminates wood waste, decreasing the volume requiring disposal and saving space. Combustion is contained, resulting in cleaner air and significantly lower emissions than traditional burning. Its portable design supports setup and relocation across disposal sites and operational needs. The unit also produces biochar that can be made available to residents and the city to support healthier, more fertile soils.
- **Bobcat with Drum Mulcher (Masticator):** Allows crews to grind and shred vegetation to lower fuel loads and reduce wildfire threat in vulnerable areas. By clearing brush and debris, mastication helps create and maintain defensible space, making landscapes less susceptible to fire damage.



- **Fire Administrative Captain:** Provides leadership and administrative support to the Fire Department while maintaining operational flexibility through a standard 40-hour work week. This position ensures availability for City meetings, coordination of wildfire mitigation efforts, and oversight of contracts related to Fire Department operations.

Fiscal Impact:

3 Person Fuel Crew (ongoing)

Cost Drivers

- Salaries and benefits (health, retirement)
- Training/certifications, PPE, radios, tools
- Vehicle/equipment fuel, maintenance, repairs
- Disposal/processing costs if slash isn't burned/mulched on site

Potential offset

- Reduced contractor spending for fuels projects
- When not assigned to local mitigation priorities, the crew could be made available for state and federal wildfire mobilizations as a qualified resource, allowing the City to pursue incident reimbursement revenue to help offset personnel and operating costs. Reimbursement would be contingent on incident assignments and would be managed to maintain adequate local coverage.

Air Burner Model T24 - \$115,895 (capital and limited ongoing)

Cost Drivers

- One time purchase price (capital)
- Mobilization/towing
- Operating costs: fuel, routine maintenance, replacement parts, labor to run it

Potential offset

- Lower hauling/landfill costs and reduced volume needing disposal
- Reduced pile-burn staffing and monitoring time (dependent on process)
- Biochar product value (often modest, but real) and community benefit



Bobcat with Drum Mulcher (Masticator) - \$146,603.01 (capital and ongoing)

Cost Drivers

- One time equipment purchase (capital) plus attachments
- Maintenance
- Fuel and transport/trailer needs
- Operator training and safety program needs

Potential offsets

- Reduced contractor costs for mastication
- Reduced disposal costs (material can be left as mulch where appropriate)
- Faster completion of defensible space projects = lower risk exposure window

Fire Administrative Captain

- By realigning the Captain position to a Lieutenant position, the department will save \$8,182.72 in base salary per year.
- The current Captain's rate, including longevity and merit, is \$42.77 per hour (an additional \$15.55 per hour above base, with a base rate of \$30.22 per hour), or \$45,281.60 per year.
- The Fire Administrator can work a standard day shift in the engine or ambulance Monday through Friday for 10 hours. This coverage supports vacation or sick leave for EMT Firefighters, reducing the need for PRN staff or overtime to only 14 hours per shift.
- Combination Fire Administrator/part-time: \$21,978 in vacation leave savings
- Combination Fire Administrator/part-time: \$9,390 in sick leave savings
- Paid staff overtime (1.5x): \$67,518 for vacation coverage
- Having two personnel per engine during the day while the Fire Administrator is on duty allows for one engine to operate, preventing unnecessary wear and tear on additional equipment and saving costs. The Fire Administrator can also place a second ambulance in service when necessary with revenue of \$142,800 billable trips with expected Medicare/Medicaid reimbursement of \$27,200

Workload Impact:



1) 3-person Fuel Crew

Increases workload in these areas

- Year-round fuels field work: thinning, limbing, pile building, chipping/mulching support, slash handling.
- Equipment ops and upkeep: daily checks, sharpening, repairs scheduling, fuel/logistics.
- Public interaction: defensible space assistance, resident questions, site safety.

Shifts/reduces workload elsewhere

- Reduces suppression burden by lowering fuels and improving access/defensible space (prevention effect).
- Reduces reliance on overtime and ad-hoc staffing for mitigation projects.
- If deployed on state/federal incidents, adds **mobilization workload** (packing, travel, timekeeping, demob), but brings back reimbursement revenue.

2) Air Burner Model T24

Increases workload in these areas

- Setup/tear-down and relocation between sites.
- Daily operation: feeding material, monitoring burn performance, safety/traffic control at the site.
- Ash/biochar handling, screening, storage, and distribution plan (to residents/City).
- Maintenance

Shifts/reduces workload elsewhere

- Less time and cost spent hauling slash/wood waste off-site.
- Less space management at disposal areas (faster volume reduction).
- Can reduce staffing tied up in pile-burn prep/monitoring if it replaces some traditional burning.

3) Bobcat with Drum Mulcher (Masticator)

Increases workload in these areas

- Requires a trained operator and a spotter/traffic control in tighter areas.
- Site assessments: determining where mulch depth is appropriate and avoiding sensitive



areas/infrastructure.

Shifts/reduces workload elsewhere

- Faster treatment of dense brush = fewer staff-hours per acre compared to hand methods.
- Less pile building, hauling, and disposal workload because material is processed on-site.
- Improves defensible space faster, which supports response workload by improving access and fire behavior conditions.

4) Fire Administrative Captain (40-hour)

Increases workload handled (adds capacity)

- Centralizes admin/coordination work that otherwise lands on shift officers: mitigation planning, contracts, documentation, Interagency coordination.
- More consistent weekday availability for city meetings, CWPP/mitigation coordination, vendor oversight, and project reporting.
- Supervision overhead: schedules, performance management, compliance, and program continuity.

Shifts/reduces workload elsewhere

- Reduces operational officers' admin burden.
- Can reduce backfill/overtime pressure tied to getting admin work done on a 56-hour suppression schedule

Recommended Action:

Move to approve the purchasing of the listed fire equipment, hire a three-person fuel crew, and a Fire Administrative Captain



Memorandum

Title: Public Hearing to Consider Issuance of a New Hotel and Restaurant Liquor License at 819 Manitou Avenue, Mahanakhon LLC, dba Manitou Thai & Ramen

From: Kristen Dukoi, Deputy City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 20 Minutes

April 21, 2026

Purpose:

To assess whether the applicant meets the legal requirements for a Hotel and Restaurant liquor license. The City Council, serving as the Local Licensing Authority (LLA), will review evidence and hear testimony from both the applicant and local adult residents and business owners. This process will focus on the necessity for a Hotel and Restaurant liquor license, the character of the applicant, the identified premises, and any other relevant information to help determine whether the license should be granted.

Background:

Mahanakhon LLC, doing business as Manitou Thai & Ramen, has applied for a Hotel and Restaurant liquor license at 819 Manitou Avenue. A Hotel and Restaurant license is intended to allow a bona fide restaurant business to serve alcoholic beverages. The license authorizes the sale and on-premises consumption of alcohol beverages where meals are served regularly. At least 25% of the establishment's gross income must come from the sale of food and drink, and meals must be available during all hours of operation that occur between 8:00 AM and 8:00 PM.

The Hearing:

The City Council, in its role as the LLA, shall conduct a needs and desires hearing. This hearing is a quasi-judicial proceeding. The purpose of the hearing is to receive information, data, and testimony by interested parties, in order to enable the Authority to make findings and reach the conclusions required to be made by state law as to whether or not the application should be approved or denied. The statutory criteria that the Authority will be concerned with throughout the hearing are the reasonable requirements of the neighborhood and desires of the adult inhabitants of that neighborhood with respect to the proposed business. The applicant has the burden to provide evidence in the affirmative that the needs and desires of the neighborhood are not met without the issuance of the proposed license.

Individuals who will be heard during the hearing are considered Parties in Interest. The



Colorado Liquor Code defines Parties in Interest as being the applicant, adult residents of the neighborhood and owners/managers of businesses located in the defined neighborhood. The Manitou Springs Liquor Licensing Authority has ruled that in addition to Parties in Interest as defined by the Liquor Code, all Manitou Springs residents and/or business owners shall be considered Parties in Interest and will be permitted to participate in the hearing (City Code 5.06.070).

The hearing sequence is summarized as follows:

City Staff Presentation:

The City Clerk's Office has provided an Administrative Report that summarizes the information contained in Exhibits A through F that will be entered into the record of the hearing.

Applicant's Presentation:

The Applicant will be provided the opportunity to respond to any issues or concerns reported in the City Staff Presentation. The Applicant should also be prepared to provide evidence to support approving the application, including the Applicant's past experience in the sale/service of alcohol beverages, the financial backers of the proposed establishment, the reasonable requirements of the neighborhood that establish a need for the issuance of a license, and the desires of the inhabitants of the neighborhood. The applicant has the burden of persuading the Authority with sufficient evidence to indicate that all state and local criteria have or will be met. The applicant shall then remain available for questions from the Local Licensing Authority.

Evidence from Parties in Interest:

Following the conclusion of the Applicant's Presentation, Parties in Interest are given an opportunity to provide comments in the form of testimony, letters, or petitions in support of, or in opposition to, the license application. In order to confirm status, they must identify themselves by stating their name and whether they are a Manitou Springs resident or business owner for the record. Following their testimony, they shall remain available for questions from the Local Licensing Authority.

Applicant Rebuttal:

Upon conclusion of the evidence from the parties in interest and at the Authority's sole discretion, the applicant may be allowed to provide rebuttal evidence and testimony.

Liquor Licensing Authority Decision:

Following the close of the public hearing, the Authority will deliberate and then decide by majority vote whether to approve, deny, or continue consideration of the application.



Fiscal Impact:

N/A

Workload Impact:

7 Hours

Recommended Action:

Move to approve the issuance of a Hotel and Restaurant Liquor License at 819 Manitou Avenue for Mahanakhon LLC, dba Manitou Thai & Ramen.

Move to deny the application for a Hotel and Restaurant Liquor License at 819 Manitou Avenue for Mahanakhon LLC, dba Manitou Thai & Ramen for the following reason(s): list specific reasons for the record.

CITY CLERK OFFICE

606 Manitou Avenue • Manitou Springs, CO 80829
Phone: (719) 685-2554 Email: cityclerk@manitouspringsco.gov



Date: April 15, 2026

To: City Council acting as the Local Licensing Authority

From: Kristen Dukoi, Deputy City Clerk

Subject: Administrative Report for New Hotel and Restaurant License
Application for Mahanakhon LLC doing business as Manitou Thai & Ramen

As defined by State Statute **CRS 44-3-413 Hotel and Restaurant – definitions – rules.**

(1) Except as otherwise provided in subsection (2) of this section, a hotel and restaurant license shall be issued to persons selling alcohol beverages in the place where the alcohol beverages are to be consumed, subject to the following restrictions:

(a) Restaurants shall sell alcohol beverages as provided in this section only to customers of the restaurant and only if meals are actually and regularly served and provide not less than twenty-five percent of the gross income from sales of food and drink of the business of the licensed premises over any period of time of at least one year.

(b) Hotels shall sell alcohol beverages as provided in this section only to customers of the hotel and, except in hotel rooms, only on the licensed premises where meals are actually and regularly served and provide not less than twenty-five percent of the gross income from sales of food and drink of the business of the licensed premises over any period of time of at least one year.

(c) Any hotel and restaurant licensee who is open for business and selling alcohol beverages by the drink shall serve meals between the hours of 8 a.m. and 8 p.m. and meals or light snacks and sandwiches after 8 p.m.; except that nothing in this subsection (1)(c) shall be construed to require a licensee to be open for business between the hours of 8 a.m. and 8 p.m.

1. **Status of application** - The full application was submitted on March 17, 2026, and is on file in the City Clerk's Office and may be obtained by request. Listed below are the main components of the application that the Local Licensing Authority will consider during the hearing:

- a. **State Application Form – Exhibit A**

An application for a new Hotel and Restaurant Liquor License was submitted on March 17, 2026. The applicant was identified as Mahanakhon LLC, doing business as Manitou Thai & Ramen. The owner was identified as Somying Fox.

- b. **Diagram of Premises – Exhibit B**

The submitted diagram indicates the entire premises is to be licensed, excluding the building's common area or lobby.

- c. **Proof of possession – Exhibit C**

The applicant provided proof of possession with the submission of a Lease Agreement entered between Astride A Starship, LLC and Mahanakhon, LLC. The lease term began January 1, 2026, and will terminate December 31, 2028.

Location Summary:

The location has not been denied a liquor license for needs/desires within the past 2 years. The previous liquor license, a Beer and Wine License, was surrendered on November 3, 2025.

The building where the applicant proposes to exercise the privilege of alcohol beverages for consumption on the premises is not within 500 feet of a public or parochial school.

d. Background Information

Managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of a Hotel and Restaurant class of retail license are required to submit to a background check.

Somying Fox owns 100% of Mahanakhon LLC, and submitted the required Individual History Record (DR 8404-I), so that a background check could be conducted. The results from both the Colorado Bureau of Investigation and the Federal Bureau of Investigation reported no criminal convictions.

e. Evidence of Support and Need – Exhibit D

Evidence of support is required in order for the Licensing Authority to consider the reasonable requirements of the neighborhood as well as the desires of the adult inhabitants. The applicant has the burden of producing evidence that the adult residents and business owners within the designated neighborhood are in support of the application. In Manitou Springs, the designated neighborhood has been defined as *“all properties within 100 feet of the proposed location’s property boundaries”*.

To provide evidence of support the applicant circulated a petition beyond the designated 100-foot boundary. A total of 60 signatures were obtained, with 98% of signers indicating support for the issuance of a liquor license.

2. Notice of Public Hearing – Exhibit F

The applicant was sent a preliminary findings and hearing notice on April 1, 2026, and the Notice of Public Hearing on this matter was published in The Gazette on April 10, 2026, and posted in a conspicuous manner on the premises, as required by state law, on April 10, 2026. The notices informed the public that a hearing would be held on April 21, 2026, and that public comment could be made in writing to the City Clerk by 5:00 PM on April 16, 2026. At the time that this report was prepared, no comments were received.

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Mahana khon LLC

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)

Manitou Thai & Ramen

Business Telephone

719-699-8692

Address of Premises (specify exact location of premises, include suite/unit numbers)

819 Manitou Ave

City

County

State

ZIP Code

Manitou Springs

E1 Paso

CO

80829

Mailing Address (Number and Street)

24202 Pleasant Park Rd

City or Town

State

ZIP Code

Conifer

CO

80433

Email Address

If the premises currently has a liquor or beer license, you must answer the following questions.

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

Section A Nonrefundable application fees*

- ☒ Application Fee for New License \$1,100.00
- ☐ Application Fee for New License with Concurrent Review \$1,200.00
- ☐ Application Fee for Transfer \$1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R \$100.00 X Total
- ☐ Add Sidewalk Service Area \$75.00
- ☐ Arts License (City) \$308.75
- ☐ Arts License (County) \$308.75
- ☐ Beer and Wine License (City) \$351.25
- ☐ Beer and Wine License (County) \$436.25
- ☐ Brew Pub License (City) \$750.00
- ☐ Brew Pub License (County) \$750.00
- ☐ Campus Liquor Complex (City) \$500.00
- ☐ Campus Liquor Complex (County) \$500.00
- ☐ Campus Liquor Complex (State) \$500.00
- ☐ Club License (City) \$308.75
- ☐ Club License (County) \$308.75
- ☐ Distillery Pub License (City) \$750.00
- ☐ Distillery Pub License (County) \$750.00
- ☐ Entertainment Facility License (City) \$500.00
- ☐ Entertainment Facility License (County) \$500.00
- ☒ Hotel and Restaurant License (City) \$500.00
- ☐ Hotel and Restaurant License (County) \$500.00
- ☐ Hotel and Restaurant License with one optional premises (City) \$600.00
- ☐ Hotel and Restaurant License with one optional premises (County) \$600.00
- ☐ Liquor-Licensed Drugstore (City) \$227.50
- ☐ Liquor-Licensed Drugstore (County) \$312.50
- ☐ Lodging Facility License (City) \$500.00
- ☐ Lodging Facility License (County) \$500.00

Section B Liquor License Fees* (Continued)

☐ Manager Registration - H & R	\$30.00
☐ Manager Registration - Tavern	\$30.00
☐ Manager Registration - Lodging & Entertainment	\$30.00
☐ Manager Registration - Campus Liquor Complex	\$30.00
☐ Optional Premises License (City)	\$500.00
☐ Optional Premises License (County)	\$500.00
☐ Racetrack License (City)	\$500.00
☐ Racetrack License (County)	\$500.00
☐ Resort Complex License (City)	\$500.00
☐ Resort Complex License (County)	\$500.00
☐ Related Facility - Campus Liquor Complex (City)	\$160.00
☐ Related Facility - Campus Liquor Complex (County)	\$160.00
☐ Related Facility - Campus Liquor Complex (State)	\$160.00
☐ Retail Gaming Tavern License (City)	\$500.00
☐ Retail Gaming Tavern License (County)	\$500.00
☐ Retail Liquor Store License - Additional (City)	\$227.50
☐ Retail Liquor Store License - Additional (County)	\$312.50
☐ Retail Liquor Store (City)	\$227.50
☐ Retail Liquor Store (County)	\$312.50
☐ Tavern License (City)	\$500.00
☐ Tavern License (County)	\$500.00
☐ Vintners Restaurant License (City)	\$750.00
☐ Vintners Restaurant License (County)	\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☐ License type or other transaction identified
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☐ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ Kitchen - identified if Hotel and Restaurant
- ☐ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☒ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- ☐ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>

State Liquor Code for IdentoGO: 25YQHT

Colorado Fingerprinting

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- ☐ Form DR 4679 Lawful Presence Affidavit
- ☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ Certificate of Incorporation
- ☒ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ Partnership Agreement (general or limited).
- ☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ Copy of articles of organization
- ☐ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ \$30.00 fee
- ☐ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? ☐ Yes ☒ No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
 - a. Been denied an alcohol beverage license? ☐ Yes ☒ No
 - b. Had an alcohol beverage license suspended or revoked? ☐ Yes ☒ No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ Yes ☒ No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? ☐ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☐ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ Yes ☒ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ Yes ☒ No

For additional Retail Liquor Store only.

- a. Was your Retail Liquor Store License issued on or before January 1, 2016? .. ☐ Yes ☐ No
- b. Are you a Colorado resident? ☐ Yes ☐ No
7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. Thai 202 Conifer ☒ Yes ☐ No
8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement? ☒ Yes ☐ No

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord

Tenant

Expires

Astride A starship, LLC

Somying Fox

12/31/28

- b. Is a percentage of alcohol sales included as compensation to the landlord? ☐ Yes ☒ No
If yes, complete question on page 9.
- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
N I A			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? ☐ Yes ☒ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise? ☐ Yes ☒ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ...N/A... ☐ Yes ☐ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ...N/A... ☐ Yes ☐ No

c. How long has the club been incorporated? ...N/A...

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ...N/A... ☐ Yes ☐ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ...N/A... ☐ Yes ☐ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ...N/A... ☐ Yes ☐ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ...N/A... ☐ Yes ☐ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

Fox

First Name of Manager

Som ying

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Hotel Restaurant ☒ Yes ☐ No

Name

Thai 101 LLC

Type of License

Hotel / Restaurant

Account Number

03-18285

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a. Is the related facility located within the boundaries of the Campus Liquor Complex? N/A ☐ Yes ☐ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

N/A

First Name of Manager

N/A

18. Entertainment Facility License

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☒ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☒ No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
Somying Fox	

Street Address
24202 Pleasant Park Rd

City	State	ZIP Code	Position	% Owned
Conifer	CO	80433	Owner	100%

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

- ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
- ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
- ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal ☐ Yes ☒ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Somying Fox

Title

Owner

Authorized Signature

Somying Fox

Date (MM/DD/YY)

2/24/26

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid? ☐ Yes ☐ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date

☐ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

☐ Yes ☐ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

☐ Yes ☐ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

☐ Yes ☐ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit ☐ Yes ☐ No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

☐ Town, City

☐ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Somying Fox

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

"Waiver") on behalf of

(the "Applicant/Licensee")

Mahana Khon LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Somying Fox

Mahanakhon LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

719-699 8692

Street Address

24202 Pleasant Park Rd

City

Conifer

State

CO

ZIP Code

80433

Printed name of person signing on behalf of the Applicant/Licensee

Somying Fox

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

Sur M

2/24/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Mahanakhon Limited Liability Company

The principal office street address is

24202 Pleasant Park Rd
Conifer CO 80433
US

The principal office mailing address is

24202 Pleasant Park Rd
Conifer CO 80433
US

The name of the registered agent is SOMYING T FOX

The registered agent's street address is

24202 Pleasant Park Rd
Conifer CO 80433
US

The registered agent's mailing address is

24202 Pleasant Park Rd
Conifer CO 80433
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

somying fox
24202 Pleasant Park Rd
Conifer CO 80433
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

somying fox
24202 Pleasant Park Rd
Conifer CO 80433
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MAHANAKHON LLC

is a

Limited Liability Company

formed or registered on 10/03/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20238058156 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/23/2026 that have been posted, and by documents delivered to this office electronically through 02/24/2026 @ 10:07:02 .

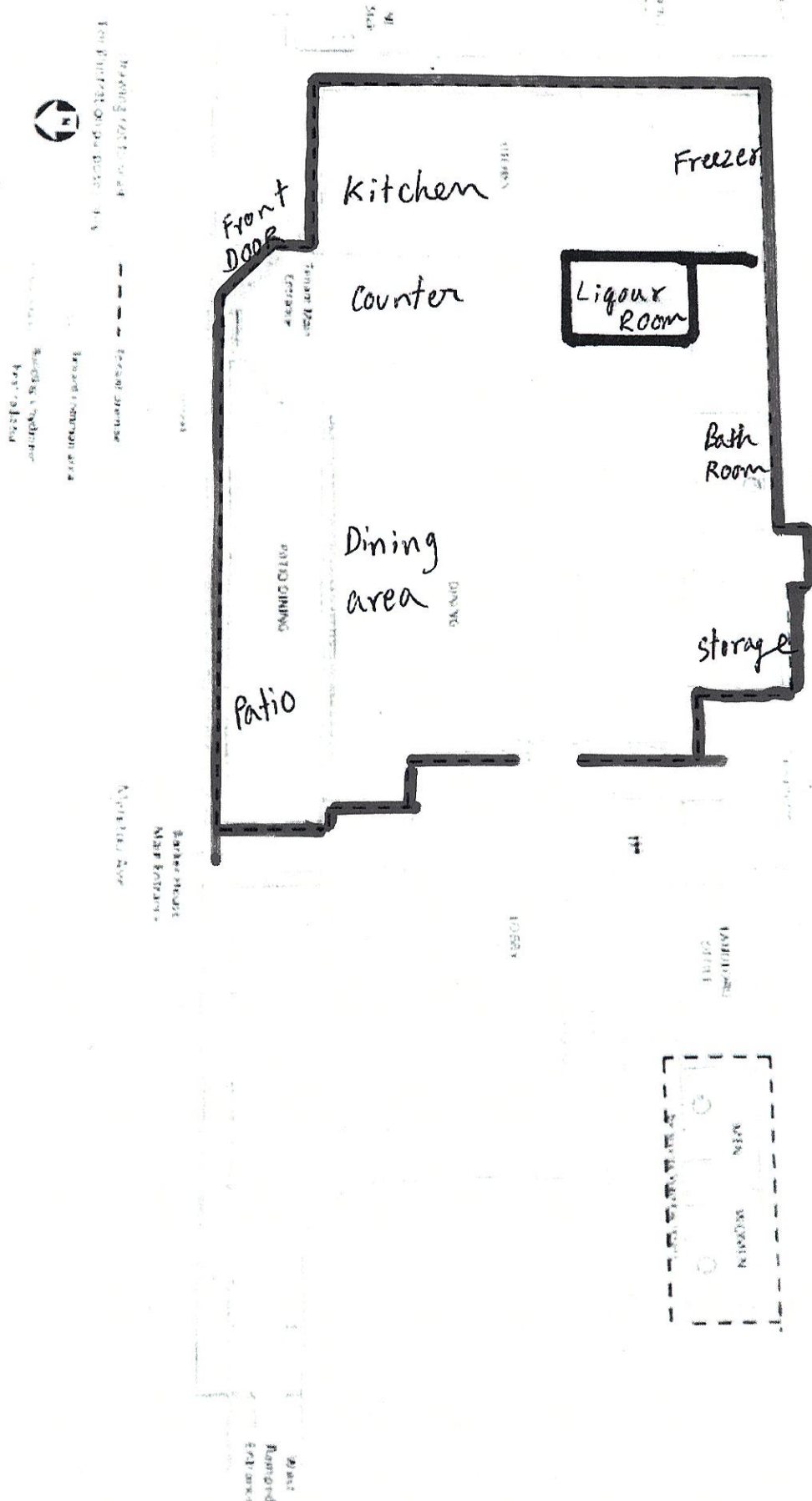
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/24/2026 @ 10:07:02 in accordance with applicable law. This certificate is assigned Confirmation Number 18243037 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."





Astride A Starship, LLC

COMMERCIAL LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 23/12/2025, by and between Astride A Starship, LLC, hereinafter referred to as "Landlord", and Mahanakhon, LLC, hereinafter referred to as "Tenant;"

WITNESSETH:

In consideration of the covenants, terms, conditions, agreement and payments as hereinafter set forth, the parties hereto covenant and agree as follows:

1. PROPERTY - LEASED PREMISES

Landlord hereby leases unto Tenant the premises depicted (the "Leased Premises") in the attached floor plan located in The Barker House, 819 Manitou Avenue, Manitou Springs, CO. (see Attachment A, which is hereby incorporated into this Lease.)

2. TERM

The term of this Lease shall commence at 12:00 noon on the 1st day of January, 2026 and, unless terminated as herein provided for, shall end at 12:00 noon on December 31, 2028.

3. RENT

Tenant shall pay to Landlord, at addresses herein set forth, the following as rent for the leased premises:

a. Base Rental

The base rental for the full term hereof shall be One Hundred Seventy-Seven Thousand Nine Hundred Fifty-Four dollars (\$177,954.00). Said rental shall be payable in monthly installments (basic monthly rental) in advance, on the 1st day of each month during the term hereof.

Year 1: January 1, 2026 to February 15, 2026	\$0
Year 1: February 16, 2026 to December 31, 2026	\$ 5,000.00 + \$638.12 NNN = \$5,638.12
Year 2: January 1, 2027 to December 31, 2027	\$ 5,150.00 + \$ <u>TBD</u> NNN
Year 3: January 1, 2028 to December 31, 2028	\$ 5,304.50 + \$ <u>TBD</u> NNN

b. Triple Net

NNN is defined as Tenant's prorated share, as determined from time to time by Landlord, of the entire property's costs for property taxes, insurance, and common area maintenance. The NNN value shall remain as above until Landlord notifies Tenant of a change.

4. SECURITY DEPOSIT

Tenant and Landlord further acknowledge the sum equal to five thousand dollars (\$ 5,000.00) paid at lease signing, to be retained by Landlord as security for performance of all the terms and conditions of this Lease Agreement to be performed by Tenant, including payment of all rental due under the terms hereof. Deductions may be made by Landlord from the amount so retained for the reasonable cost of repairs to the demised premises (ordinary wear and tear excepted), for any rental delinquent under the terms hereof and/or any sum used in any manner to cure any default in the performance of Tenant under the terms of this Lease. In the event deductions are so made during the rental term, upon notice by Landlord, Tenant shall re-deposit such amounts so expended so as to maintain the deposit in the amount provided for, and failure to so re-deposit shall be deemed a failure to pay rent under the terms hereto. Nothing herein contained shall limit the liability of Tenant as to any damage to the leased premises, and Tenant shall be responsible for the total amount of any damage and/or loss occasioned by actions of Tenant. Landlord may deliver the funds deposited hereunder by Tenant to any purchaser of Landlord's interest in the leased premises in the event such interest shall be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

5. TAXES - REAL PROPERTY-ADJUSTMENT

A. **Real Property tax paid by Tenant** X Applicable ___ Not Applicable

Tenant agrees to pay to Landlord, as additional rent, Tenant's proportionate share of the real estate ad valorem taxes including any and all several or special assessments which may be levied or assessed by any lawful authority for each calendar year during the lease term, including those assessed against the land and/or building comprising the property as leased or a part thereof. Tenant's proportionate share of property taxes will be invoiced by Landlord.

B. **Real Property Tax Paid by Landlord** ___ Applicable X Not Applicable

The general real property taxes for the real property and improvements of which the leased premises are a part, as levied and assessed for the year are the base taxes on which the basic rental due hereunder is based. On or before March 15 of each year thereafter, Landlord shall advise Tenant of the amount of any increase in said taxes over the base taxes. Tenant shall, on or before April 1 of said year, pay to Landlord, as additional rent under the terms hereof, ___ % percent of any such increase in the real property taxes as herein determined. In the event, the first and last lease years as hereinabove defined are not calendar years, the liability of Tenant under the terms hereof shall be prorated with Tenant being liable for only those number of days during which the Lease was in effect.

6. TAXES - PERSONAL PROPERTY - RESPONSIBILITY

Tenant shall be responsible and pay for any and all taxes and/or assessments levied and/or assessed against any furniture, fixtures, equipment and items of a similar nature installed and/or located in or about the leased premises by Tenant. Tenant shall provide a copy of each such tax filings to Landlord within (30) days of filing.

7. OWNERSHIP OF ALTERATIONS AND FIXTURES

Tenant agrees that all installations, alterations, additions, and improvements made to or on the premises, whether made by Landlord, Tenant or any other person before or during the term of this Lease, at the cost of Tenant or any person claiming under Tenant, shall

immediately be deemed part of the premises; and on the expiration or other termination of the term of the Lease shall be surrendered with the premises as a part thereof without disturbance, molestation, or injury. However, at Lease termination, Landlord may require Tenant to remove any Tenant improvements from the premises, and return premises to the approximate same condition as existed prior to the start date of this Lease.

Tenant and Landlord shall jointly prepare a detailed list of the contents of the Leased premises, for all permanently attached items that individually have a value in excess of approximately 10% of the then current base monthly rent amount. The foregoing list shall be attached as Attachment B – Premises Contents of this Lease, which is hereby incorporated into this Lease by reference. Attachment B shall specify which permanently attached items are and shall remain the personal property of either Landlord or Tenant. Personal property not attached directly to the floor, walls, ceiling, or other premises structures and may include items such as, but not limited to, those that are only plugged into an electric socket or any Tenant signage (excepting the mounting hardware for said signage) belong to the Tenant unless noted otherwise in Attachment B. Any permanently attached items within the premises exceeding the above value that are not listed on Attachment B shall be the property of Landlord. Attachment B should be revised annually, and as changes to content occur.

8. UTILITIES

Tenant shall pay, within thirty (30) days of invoicing by Landlord, for a pro-ration of building utilities in accordance with the schedule below. Landlord will review building utility costs annually and notify Tenant of any changes.

- | | |
|---------------------|---|
| a. Electric | Actual use computed from sub-meter and Building bills |
| b. Water/Sewer: | Actual use computed from sub-meter and Building bills |
| c. Grease Trap: | Tenant responsibility to schedule and pay |
| d. Back-flow valve: | N/A no valve in premises |
| e. Gas: | Actual use computed from sub-meter and Building bills |
| f. Trash: | 35% of building's overall cost per month |
| g. CAM: | No charge (Tenant performs all its own CAM) |

In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the leased premises.

9. HOLDING OVER

If after expiration of the term of the Lease, Tenant shall remain in possession of the leased premises and continue to pay rent without a written agreement as to such possession, then Tenant shall be deemed a month to month Tenant and the rental rate during such holdover tenancy shall be equivalent to one hundred twenty-five (125%) of the monthly rental paid for the last month of tenancy under this Lease. No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Landlord to such renewal or extension having been first obtained.

10. MODIFICATION OR EXTENSIONS

No modification or extension of this Lease shall be binding unless in writing, signed by the parties hereto and endorsed hereon or attached hereto.

11. ALTERATION - CHANGES AND ADDITIONS - RESPONSIBILITY

The condition of the premises as of the date this Lease is executed shall be reasonably documented by the parties in the form of written comments as to the condition as well as pertinent photographs. Subject to Landlord's prior approval, which shall not be unreasonably withheld, Tenant may, during the term of this Lease, at Tenant's expense, erect inside partitions, add to the existing electric power service, add telephone outlets, add light fixtures, install additional heating and/or air conditioning or make such other changes or alterations as Tenant may desire. At the end of this Lease, all such fixtures, equipment, additions and/or alterations (except trade fixtures installed by Tenant) shall be and remain the property of Landlord; provided, however, Landlord shall have the option to require Tenant to remove any or all such fixtures, equipment, additions and/or alterations and restore the Lease premises to the condition existing immediately prior to such change and/or installation, normal wear and tear excepted, all at Tenant's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless agreed to otherwise by Landlord. Any and all repairs, changes and/or modifications thereto shall be the responsibility and at the cost of Tenant. Landlord may also require adequate security from Tenant assuring no mechanic's liens on account of work done on the premises by Tenant. Landlord may also require adequate security to assure Landlord that the premises will be restored to their original condition upon termination of the Lease.

12. APPROVAL OF CHANGES - SIGN APPROVAL

Landlord must approve in writing any sign to be placed in or on the leased premises, regardless of size or value and/or any addition, change or alteration to the exterior of the leased premises. Prior to the cutting of any holes in the roof or prior to any work being performed and/or any equipment being installed on the roof, the prior written approval is to be obtained by Tenant. If Tenant fails to get such prior written approval, then any roof repairs shall be the responsibility of Tenant. Landlord must approve in writing any other improvements, alteration, additions, and/or changes to the leased premises in excess of Two Thousand and No/100ths Dollars (\$2000.00). As a condition to the granting of such approval Landlord shall have the right to require the Tenant to furnish a bond or other security acceptable to Landlord sufficient to insure completion of and payment for any such work to be so performed.

13. CARE OF LEASED PREMISES - RESPONSIBILITY OF TENANT

During the term of this Lease, Tenant agrees to keep and maintain the interior of the leased premises in good condition and repair at Tenant's cost and expense. Tenant further agrees at the end of the term to return the leased premises to Landlord in substantially as good condition as when received, except for usual and ordinary wear and tear.

Tenant shall be responsible for non-structural interior repairs, including routine maintenance. Tenant shall be responsible for utility service and sewer from the point of penetration into the premises. Additionally, Tenant shall be responsible for abnormal wear and tear to systems which are located in and service premises, such as electrical overload and clogged plumbing or grease traps.

Tenant further agrees to be responsible for any repairs and/or maintenance required for any part of the Leased premises where such repair and/or maintenance is necessitated by actions or inactions of Tenant, and its agents, servants, employees, contractors, invitees, and licensees, and/or activities conducted by Tenant, and its agents, servants, employees,

contractors, invitees, and licensees, on the Leased premises. Tenant shall be responsible for the maintenance of any rooftop equipment that serves only the Leased premises and that portion of the roof within twenty-four inches (24") of the roof penetration or mounting hardware.

Tenant acknowledges that the Leased premises are located in a historic building, with residential and commercial occupancies. Should damage to Tenant premises occur due to actions or inactions of neighboring occupants, Tenant shall notify Landlord as soon as possible, and take immediate action to minimize damages. Landlord shall mitigate the cause of the damage within twenty-four (24) hours of learning of the damage. Landlord shall be responsible for the repair. Tenant shall hold Landlord harmless for any incidental or consequential damages to Tenant personal property for business operation.

14. MAINTENANCE RESPONSIBILITY OF LANDLORD

Except as herein otherwise provided for, Landlord shall keep and maintain the roof and exterior of the building and the exterior landscaping in good repair and condition.

15. COMMON AREA MAINTANCE - TENANT

Tenant shall maintain, at Tenant's expense, the common areas in, on, or near the leased premises, including hallway to common bathrooms, as depicted in Attachment A. Maintenance shall include, but not be limited to, carpet cleaning, sweeping, shoveling snow, melting and preventing ice buildup, and taking of rubbish. Should Tenant fail to perform regular maintenance after reasonable notice from Landlord, Landlord shall have the right to perform the maintenance. In such event, Tenant shall reimburse Landlord for all costs associated with said maintenance.

16. CONTROL OF COMMON AREAS

All parking areas, driveways, entrances and exits, common areas and other facilities furnished by Landlord, in, on or near the improvements of which the leased premises are a portion, shall at all times be subject to the exclusive control and management of Landlord, notwithstanding that Tenant and/or Tenant's employees and/or customers, may have a non-exclusive right to the use thereof. Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to said facilities and areas.

17. USE OF PREMISES AND CARE OF GROUNDS - TENANT

Tenant shall conform to all present and future laws and ordinances of any governmental authority having jurisdiction over the leased premises. Tenant shall not allow an accumulation of trash or debris on the leased premises or within any portion of the improvements of which the leased premises are a part. All receiving of goods and merchandise and all removal of garbage shall be made only by way of the rear and/or other service door provided therefore. In the event the leased premises shall have no such door, then these matters shall be handled in a manner satisfactory to Landlord. No storage of any material outside of the leased premises shall be allowed unless first approved by Landlord in writing, and then in only such areas as are designated by Landlord. Tenant shall not commit or suffer any waste on the leased premises nor shall Tenant permit any nuisance to be maintained on the leased premises or permit any disorderly conduct, common noise or other activity having a tendency to annoy or disturb any occupants of any part of the building of which the leased premises are a part and/or any adjoining property.

18. LIABILITY FOR OVERLOAD – TENANT**a. Floors, Stairways, and Sidewalks**

Tenant shall be liable for the cost of any damage to the leased premises, the improvements of which the leased premises are a part or the sidewalks, stairways, and pavements adjoining the same which may result from movement of heavy articles by Tenant, Tenant's patrons, employees or vendors. Tenant shall not unduly load or overload the floors or any part on any part of the leased premises.

b. Electrical System

Tenant further agrees not to install any electrical equipment that may overload any electrical paneling, circuitry or wiring, without prior written approval of Landlord, and further agrees to comply with the requirement of the insurance underwriter or any governmental authority having jurisdiction thereof.

19. GLASS AND DOOR RESPONSIBILITY - TENANT

All glass and doors on the leased premises shall be the responsibility of the Tenant. Any replacement or repair shall be promptly completed at the expense of the Tenant.

20. RULES AND REGULATIONS

Landlord reserves the right to adopt and promulgate rules and regulations applicable to the leased premises and the land and improvements of which the leased premises are a part and from time to time to amend or supplement said rules and regulations. Notice of such rules and regulations and amendments and supplements thereto shall be given to Tenant, and Tenant agrees to comply with and observe such rules and regulations and amendments and supplements thereto, provided, however the same apply uniformly to all Tenants of the improvements of which the leased premises are a part.

21. USE OF PREMISES

Tenants shall use the leased premises for restaurant with full liquor license and for no other purpose whatsoever except with the written consent of the Landlord. The hours of operation shall be no more than: 6 a.m. to 9 p.m. on Sunday through Thursday and 6 a.m. to 10 p.m. on Friday and Saturday when the premises are open for business, with amplified sound not being allowed after 9 p.m. However, Tenant may access the Leased premises at any time.

22. PATIO OPTION

Landlord grants permission for Tenant to install outdoor patio and seating areas, in compliance with local laws, in front of the leased premises. Tenant shall not place speakers outside of the premises and shall not allow noise louder than 75 decibels to disseminate from the Leased Premises when measured from anywhere outside the Leased Premises after 9 p.m. Sunday through Thursday and 10 p.m. Friday and Saturday. Tenant shall close the patio to patrons use no later than 9 p.m. Sunday through Thursday and no later than 10 p.m. Friday and Saturday.

23. SMOKING RESTRICTION

Tenant shall extend a no-smoking area to be twenty (20) feet from any exterior wall from the building.

24. PARKING

Throughout the term of this Lease, Landlord shall provide one (1) marked spaces (Space L5) and zero (0) unmarked spaces, during hours of Tenant operation, for off-street parking at Tenants risk. Tenant shall park all vehicles of whatever type used by Tenant, Vendors, and/or Tenants employees only in those areas which are designated by Landlord for this purpose, and Tenant accepts responsibility of insuring that Tenants employees park only in such areas as are so designated. Tenant shall maintain the designated parking space, if any, free of storage and trash at all times. Tenant shall immediately notify Landlord if non-Tenant vehicles are parked in the designate space(s) and shall not initiate towing or other enforcement actions without Landlord's approval.

25. INSURANCE - RESPONSIBILITY OF TENANT

Tenant shall procure, pay for and maintain comprehensive public liability insurance providing coverage from any loss or damage occasioned by an accident or casualty, about or adjacent to the leased premises, which policy shall be written on an "occurrence basis" with limits of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate, liability coverage and \$4,000,000 property damage coverage from an insurance company rated A or better. Tenant shall show evidence for coverage for liquor liability issues also. In addition, thereto, Tenant shall, at all times, procure, pay for and maintain fire and legal liability insurance coverage on the contents of the leased premises. Certificates of such insurance shall be delivered to Landlord within fourteen (14) days of initial occupancy and shall provide that said coverage shall not be changed, modified, reduced or canceled without thirty (30) days prior written notice thereof being given to Landlord.

If Tenant uses, in the leased premises, any kind of steam or other high pressure boiler or other apparatus which present any possibility of damage to the leased premises or the improvements of which the leased premises are a part or the life and limb of persons within such premises, Tenant agrees to carry appropriate insurance in an amount satisfactory to Landlord to indemnify against any loss resulting from any explosion or other damage or liability.

Copies of certificates of insurance shall be delivered to Landlord on renewal of each policy by Tenant. If property usage and risk changes, insurance will be reviewed. Tenant's insurance policies shall name Landlord as an additional insured.

26. INSURANCE - RESPONSIBILITY OF LANDLORD

The Landlord shall be responsible for and shall have in effect at all times fire, extended coverage, and vandalism and malicious mischief insurance in such amounts as shall be determined appropriate by Landlord. In the event of any increase in the premium therefore, regardless of the reason for such increase, over the premium paid for the coverage in effect as of the date hereof, Tenant shall pay, as additional rent due under the terms hereof, the amount of such increase. If necessary, the amount due hereunder shall be prorated on the basis of the remaining term of this Lease as to the remaining term of the policy for which said increase in premium has been charged.

27. REGULATIONS ON USE

Tenant shall conform to all present and future laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over the leased premises. The foregoing

includes, but is not limited to, compliance with all laws, statutes, ordinances, rules, and regulations regarding: the handling and disposal of grease and other wastes generated by Tenant on the demised premises; the sale, serving, and consumption of alcohol; smoking; and noise. Tenant shall be solely responsible for all costs, risks, and expenses associated with compliance with all such present and future laws, statutes, ordinances, rules, and regulations.

28. DAMAGE TO LEASED PREMISES

In the event the leased premises and/or the improvements of which the leased premises are a part shall be totally destroyed by fire or other casualty or so badly damaged that, in the opinion of Landlord, it is not feasible to repair or rebuild same, Landlord shall have the right to terminate this Lease upon written notice to Tenant within thirty (30) days of the damage. If the leased premises shall be partially damaged by fire or other casualty, except if caused by Tenant's negligence, and said leased premises are not rendered untenable thereby, as determined by Landlord, an appropriate reduction of the rent shall be allowed for the unoccupied portion of the leased premises until repair thereof shall be substantially completed by Landlord. If the leased premises are rendered untenable thereby, except if caused by Tenant's negligence as determined by Landlord, Tenant may, at its election, terminate this Lease as of the date of the damage by giving written notice to Landlord within thirty (30) days of the damage. If Tenant elects not to terminate the Lease, the rent shall abate in proportion to the loss of use of the leased premises by Tenant during such untenability as determined by Landlord, unless the untenability is caused by Tenant's negligence as determined by Landlord. If the leased premises shall be partially damaged by fire or other casualty which was caused by Tenant's negligence as determined by Landlord and Landlord does not terminate the Lease as provided in this section, Tenant shall be required to continue to pay Rent until the repair has been substantially completed regardless of whether the leased premises are tenable or not during the repair period.

29. INSPECTION OF AND RIGHT OF ENTRY TO LEASED PREMISES

Tenant has inspected the leased premises and accepts the same in the condition that exists as of the date hereof.

Landlord, and/or Landlord's agents and employees, shall have the right to keys and to enter the leased premises at all times during regular business hours and, at all times during emergencies, and on twenty-four (24) hours' notice to examine the leased premises, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall make reasonable effort to coordinate any repairs, improvements or inspections with Tenant so as to minimize interference with Tenant's business. Landlord shall be allowed to take all materials into and upon said premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise.

Tenant agrees that Landlord shall have the right to show the premises to prospective tenants during the last nine (9) months of the Lease term. Tenant further agrees not to make detrimental or disparaging remarks to prospective tenants and to cooperate with the showing of the premises to prospective tenants.

While Tenant has an uncured Lease default as defined by paragraph 30 herein, Landlord may exhibit the leased premises to prospective Tenants at any time and may place upon the leased premises the usual notice and signage indicating the leased premises are for lease.

Landlord may exhibit the leased premises to prospective purchasers at any time and may place upon the leased premises the usual notice and signage indicating the leased premises are for sale.

30. DEFAULT - REMEDIES OF LANDLORD

- a. If Tenant shall default in the payment of rent or in the keeping of any of the terms, covenants or conditions of this Lease to be kept and/or performed by Tenant, or abandonment of the premises, or if an assignment of Tenant's business or property shall be made for the benefit of creditors, or if the Tenant's leasehold interest under the terms of this Agreement shall be levied upon by execution or seized by virtue of any writ of any court of law, or, if application be made for the appointment of a receiver for the business or property of Tenant, and if such default isn't cured within ten (10) days after notice of default from Landlord, Landlord may immediately, or at any time thereafter, bring an action for forcible entry and detainer to remove the Tenant from the leased premises, to repossess and enjoy the leased premises, together with all additions thereto or alterations and improvements thereof. In the event that Tenant has commenced to cure any default within ten (10) days, and which Tenant diligently pursues such cure, but which takes longer than ten (10) days, then Tenant shall be in compliance with the Lease. However, if the default remains uncured for more than thirty (30) days, then Tenant shall be in default of the Lease. Tenant's eviction does not terminate Tenant's obligation to pay rent under the terms of this Lease.
- b. Following the eviction of the Tenant from the leased premises, Landlord may, at its option, at any time and from time to time thereafter, relet the leased premises or any part thereof for the account of Tenant or otherwise and receive and collect the rents therefore and apply the same first to the payment of such expenses as Landlord may have incurred in recovering possession and for putting the same in good order and condition for rental, and expenses, commissions and charges incurred by Landlord in reletting the leased premises. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting such leased premises, Landlord may occupy the same or cause the same to be occupied by others. Whether or not the leased premises or any part thereof be relet, Tenant shall pay the Landlord the rent, and all other charges required to be paid by Tenant up to the time of expiration of this Lease. If the premises are relet, Tenant, if required by Landlord, shall pay to Landlord until the end of the term of this Lease, the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net amount received by Landlord for such reletting, if any.
- c. In the event of an uncured default by Tenant as defined in paragraph 30a, and regardless of whether the premises shall be relet or possessed by Landlord, all contents of the premises, listed in Attachment B – *Premises Contents*, may be retained by Landlord.
- d. In the event Tenant is in default under the terms hereof and, by the sole

determination of Landlord, has abandoned the leased premises, Landlord shall have the right to remove all the Tenant's property from the leased premises and dispose of said property in such a commercial reasonable manner as determined best by Landlord, all at the cost and expense of Tenant and without liability of Landlord for the actions so taken. If Tenant has been deemed by Landlord to have abandoned the premises, then Landlord may enter the premises and change the locks to the premises and Tenant hereby waives any and all claims it may have against Landlord for barring Tenant from access to the premises. Landlord's possession of the premises following any abandonment of the premises by Tenant shall not be considered a termination of the lease and Tenant's obligations to pay rent under the terms of the lease shall remain in full force and effect.

- e. In the event an assignment of Tenant's business or property shall be made for the benefit of creditors, or, if the Tenant's leasehold interest under the terms of this Agreement shall be levied upon by execution or seized by virtue of any writ of any court of law, or, if application be made for the appointment of a receiver for the business or property of Tenant, or, if a petition in bankruptcy shall be filed by or against Tenant, then and in any such case, at Landlord's option, with or without notice, Landlord may terminate this Lease and immediately retake possession of the leased premises without the same working any forfeiture of the obligations of Tenant hereunder.
- f. In addition to remedies granted to Landlord by the terms hereof, Landlord shall have available any and all rights and remedies available under the Statutes of the State of Colorado. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by Statute. Further, all powers and remedies given by this Lease to Landlord shall be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof.
- g. The acceptance of rental by Landlord shall not be deemed to be a waiver of any breach of any covenants herein contained or of any of the rights of Landlord to any remedies herein given.

31. DEFAULT – REMEDIES OF TENANT

In the event of material breach, material default, or material noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default or noncompliance. For the thirty (30) days following such notice (or such longer period of time as may be reasonably requested to cure a matter which, due to its nature, cannot be remedied within thirty (30) days), Landlord shall have the right to cure a default within said period, or if such default cannot be cured within that period, including such additional time as may be necessary if within such thirty (30) day period said matter cannot be cured, Tenant shall have the right to terminate this Lease and be relieved of any further obligations therefrom provided that Tenant shall vacate the premises simultaneous with the Tenant providing Landlord with a written notice of termination.

32. LEGAL PROCEEDINGS - RESPONSIBILITIES

Any dispute between Landlord and Tenant shall be determined by arbitration conducted first by the Judicial Arbiter Group in Denver, CO, or the like. The parties shall each pay one-half of the initial deposit required to schedule the arbitration. The arbiter shall determine the extent of discovery appropriate before any hearing and shall endeavor to rapidly schedule an appropriate proceeding given the nature of the particular dispute. The arbiter shall award attorney fees and costs of arbitration to the party that substantially prevails. Any award may be filed in a court of appropriate jurisdiction

In the event of proceeding at law or in equity by either party hereto, and if the non-defaulting party shall pursue its rights through legal proceedings, then the defaulting party shall pay all costs and expenses, including all reasonable attorney's fees incurred by the non-defaulting party in pursuing such remedy in the event such non-defaulting party is awarded substantially the relief requested.

33. HOLD HARMLESS OF TENANT

Except as provided in Paragraph 37 concerning the Tenant's governmental immunity, Tenant will indemnify and hold Landlord harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands arising from the conduct of Tenant on the leased premises and/or on account of any operation or action by Tenant and/or from and against all claims arising from any breach or default on the part of Tenant or any act of negligence of Tenant, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the leased premises.

34. ASSIGNMENT OR SUBLETTING

Tenant may not assign the Lease, or sublet the leased premises without the prior written consent of Landlord; such consent shall not be unreasonably withheld, provided, however, no such assignment or subletting shall relieve Tenant of any of its obligations hereunder, and performance of the covenants herein by subtenants shall be considered as performance pro tanto by the Tenant. The following business types are explicitly precluded from being eligible as candidates for the assignment of the Lease or subletting of the premises: marijuana stores or dispensaries, late-hour bars, massage parlors, and tattoo or piercing parlors.

Landlord may assign the Lease at any time, including but not limited to through the sale or condominiumizing of the premises, and the Lease will remain in full force and effect upon the Tenant, its assigns and subtenants.

35. WARRANTY OF TITLE

Landlord covenants, it has good right to lease the leased premises in the manner described herein and that Tenant shall peaceably and quietly have, hold, occupy, and enjoy the premises during the term of the Lease.

36. ACCESS

Landlord shall provide Tenant non-exclusive access to the leased premises through and across land and/or other improvements owned by Landlord. Landlord shall have the right to designate, during the term of this Lease, all such non-exclusive access and other common facilities of the land and/or improvements of which the leased premises are a part.

37. GOVERNMENTAL ACQUISITION OF PROPERTY

The parties agree that Landlord shall have complete freedom of negotiation and settlement of all matters pertaining to the acquisition of any portion of the leased premises by any governmental body, it being understood and agreed that any financial settlement respecting land to be taken whether resulting from negotiation and agreement or condemnation proceedings, shall be the exclusive property of Landlord, there being no sharing whatsoever between Landlord and Tenant of any sum received in settlement. In the event of any such governmental taking, Landlord shall have the right to terminate this Lease on the date possession is delivered to the governmental body. Such taking of the property by a governmental body shall not be a breach of this Lease by Landlord nor give rise to any claims in Tenant for damages or compensation from Landlord.

38. CHANGES AND ADDITIONS TO IMPROVEMENTS

Landlord reserves the right at any time to make alterations or additions to the improvements of which the leased premises are a part and/or to build additions or other structures adjoining said improvements. Landlord also reserves the right to construct other buildings and/or improvements in the immediate area of the improvements in which the leased premises are located and to make alterations or additions thereto, all as Landlord shall determine. Easements for light and air are not included in the leasing of the leased premises to Tenant. Landlord further reserves the exclusive right to the roof of the improvements of which the leased premises are a part except as provided for in this Lease Agreement. Landlord also reserves the right at any time to relocate, vary and adjust the size of any of the improvements parking areas or other common areas relating to the land and/or improvements of which the leased premises are a part, provided however, that all such changes shall be in compliance with the minimum requirements of governmental authorities having jurisdiction over the Property. In making any such alterations, additions, or improvements, Landlord shall provide reasonable notice to Tenant and take reasonable steps to minimize interference with Tenants business. Should Landlord incur premium rates to avoid interference with Tenant's hours of operation at Tenant's request, Tenant agrees to reimburse Landlord for the amount of such premium over customary rates and charges.

39. SUBORDINATION.

The Tenant agrees that its Lease rights will be subordinate to any lending institutions making loans on the real property of which the leased premises are a part. The Tenant agrees to sign reasonable documents reflecting this subordination when, and if required by Landlord.

40. GUARANTEE AND FINANCIAL STATEMENTS

This Lease Agreement shall be guaranteed by personal execution of the Lease Guarantee attached hereto. A current financial statement of Tenant and of any parties so guaranteeing this Lease shall be provided to Landlord in advance of execution hereof and annually thereafter, if so requested by Landlord.

41. INTEREST ON PAST DUE OBLIGATIONS

Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1 ½ %) per month from the due date until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

42. LATE CHARGE

The Landlord shall have the right to collect from Tenant, in addition to any amounts due under paragraph 41 above, a monthly collection charge for any payment due to Landlord hereunder which is delinquent five days or longer, said monthly charge being ten percent (10%) of said payment.

43. MEMORANDUM OF LEASE - RECORDING

The parties hereto agree this Lease shall not be recorded in the office of the Clerk and Recorder of the county in which the leased premises are located.

44. NOTICE PROCEDURE.

All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and such that are to be given to Tenant shall be deemed to have been properly given if served on Tenant or an employee of Tenant or sent to Tenant by United States certified mail, return receipt requested, properly sealed, stamped, and addressed to Tenant at

_____ (Address of Tenant)

_____ (Address of Tenant)

2420 Pleasant Park Drive, Denver, CO 80433 (Address of Tenant)

and

819 Manitou Ave, Manitou Springs, CO 80829

or any such other place as Tenant may from time to time designate in a written notice to Landlord; and, such notice to be given to Landlord to have been properly given if personally served on Landlord or if sent to Landlord, United States certified mail, return receipt requested, properly sealed, stamped, and addressed to Landlord at:

or any other such place as Landlord may from time to time designate in a written notice to Tenant, any notice given by mailing shall be effective as of the date of mailing as shown by the receipt given therefore.

In addition, informal notices and advanced copies of formal notices between the parties may be delivered via email.

Landlord's email address is: astrid@aastarship.com

Tenant's email address: _____ (Tenant email)

_____ (Tenant email)

_____ (Tenant email)

45. CONTROLLING LAW.

The Lease, and all terms hereunder shall be construed consistent with the laws of the State of Colorado. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in Larimer County and in no other jurisdiction.

46. BINDING UPON SUCCESSORS.

The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective successors. This Lease shall be signed by the parties in duplicate, each of which shall be a complete and effective original Lease.

47. PARTIAL INVALIDITY.

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant, and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

48. CONDITION OF SPACE.

With the exception of the changes, additions and corrections herein noted, Tenant agrees to accept this space "as is" except as noted in Additional Provisions Paragraph 49. Any changes desired by Tenant in addition to those listed and agreed to by Landlord shall be done at the sole expense of the Tenant.

49. NOTICE

All parties acknowledge that they have not relied upon any statement or representations made by the real estate agents concerning the legal consequences of this transaction. The agents have recommended that Landlord and Tenant obtain legal advice from their respective attorneys and all parties hereby agree not to hold its agents responsible or liable as to the legal consequences of this transaction.

50. PHONES, COMPUTERS, AND NETWORKS.

Tenant is responsible for installing, repairing and maintaining all phone, computer, and network wiring in the leased premises and for all wiring run from the leased premises to Tenant's main phone panel or terminal equipment if located outside the leased premises. Landlord owns all wiring, whether installed by Tenant or not, between the Tenant's individual jacks and the main building phone panel or terminal equipment; and Tenant agrees to leave all phone, computer, and networking wiring and jacks in place upon vacating the premises, unless Landlord requests their removal.

Landlord shall not be liable for any interruption in Tenant's phone, computer, or network service. Landlord make no representations or warranty that the building's wiring is sufficient to meet the Tenant's particular electrical, telecommunications or computer requirements. Tenant agrees not to take any action that would damage the public phone network or to diminish Landlord's current or future phone usage in the building.

If Tenant installs or uses network radios (wireless or Wi-Fi), and Landlord determines that said radios interfere with the radios of Landlord's or other tenants' radios in the building,

Landlord may direct Tenant to change radio frequencies or to discontinue use of the interfering radio(s).

If Landlord allows Tenant to attach Tenant's equipment, either by wire or wirelessly, to Landlord's telecommunication equipment, Landlord makes no assurance as to the availability, reliability, performance, security, or other functionality of said equipment.

Tenant acknowledges that the building's phone, cable TV, and network panels and other utilities are located in building and grounds that are not part of the leased premises. Should Tenant or Tenant's vendors require access to areas housing components of the communication systems or other utilities, representatives of the Landlord may be present during all work performed on those systems for or by Tenant in the non-premises areas of the building and grounds.

51. HAZARDOUS MATERIALS AND ENVIRONMENTAL CONSIDERATIONS.

A. Tenant covenants and agrees that Tenant and its agents, employees, contractors and invitees shall comply with all Hazardous Materials Laws (as hereinafter defined). Without limiting the foregoing, Tenant covenants and agrees that it will not use, generate, store or dispose of, nor permit the use, generation, storage or disposal of Hazardous Materials (as hereinafter defined) on, under or about the Leased Premises, nor will it transport or permit the transportation of Hazardous Materials to or from the Leased Premises, except in full compliance with any applicable Hazardous Materials Laws. Any Hazardous Materials located on the Leased Premises shall be handled in an appropriately controlled environment which shall include the use of such equipment (at Tenant's expense) as is necessary to meet or exceed standards imposed by any Hazardous Materials Laws and in such a way as not to interfere with any other Tenant's use of its premises. Upon breach of any covenant contained herein, Tenant shall, at Tenant's sole expense, cure such breach by taking all action prescribed by any applicable Hazardous Materials Laws or by any governmental authority with jurisdiction over such matters.

B. Tenant shall inform Landlord any time of (i) any Hazardous Materials it intends to use, generate, handle, store or dispose of, on or about or transport from, the Leased Premises and (ii) of Tenant's discovery of any event or condition which constitutes a violation of any applicable Hazardous Materials Loss. Tenant shall provide to Landlord copies of all communications to or from any governmental authority or any other party relating to Hazardous Materials affecting the Leased Premises.

C. Tenant shall indemnify and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses (including, without limitation, diminution on value of the Leased Premises, damages for loss or restriction on use of all or part of the Leased Premises, sums paid in settlement of claims, investigation of site conditions, or any cleanup, removal or restoration work required by any federal, state or local governmental agency, attorney's fees, consultant fees and expert fees) which arise as a result of or in connection with any breach of the foregoing covenants or any other violation contained herein shall also accrue to the benefit of the employees, agents, officers, directors and/or partners of Landlord.

D. Upon termination of this Lease and/or vacation of the Leased Premises, Tenant shall properly remove all Hazardous Materials. Landlord shall grant to Tenant and its agents or contractors such access to the Leased Premises as is necessary to accomplish such removal.

Landlord may require Tenant, at Tenant's expense, to complete an environmental audit by a duly qualified firm to ensure that the Leased Premises are free from Hazardous Materials and in compliance with all applicable regulations.

E. "Hazardous Materials" shall mean (a) any chemical, material, substance or pollutant which poses a hazard to the Leased Premises or to persons on or about the leased Premises or would cause a violation of or is regulated by any Hazardous Materials Laws, and (b) any chemical, material or substance defined as or included in the definitions of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "regulated substances", or words of similar import under any applicable federal, state or local law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Section 6991 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; and Sections 15-15-101, et seq.; 25-16-101, et seq.; 25-7-101, et seq.; and 25-8-101 et seq.; of the Colorado Revised Statutes. "Hazardous Materials Laws" shall mean any federal, state or local laws, ordinances, rules, regulations, or policies (including, but not limited to, those laws specified above) relating to the environmental, health and safety or the use, handling, transportation, production, disposal, discharge or storage of Hazardous Materials, or to industrial hygiene or the environmental conditions on, under or about the Leased Premises. Said term shall be deemed to include all such laws as are now in effect or as hereafter amended and all other such laws as may hereafter be enacted or adopted during the term of this Lease.

52. ESTOPPEL CERTIFICATION

Upon the written request of Landlord, Tenant agrees to deliver to Landlord, within ten (10) days of receipt of such request, a signed Estoppel Certificate certifying the following:

- a. That the Lease is in full force and effect and has not been modified in any way;
- b. The date on which rent was last paid and the amount thereof;
- c. The amount of any security deposit held by Landlord;
- d. That Landlord is not in default on any of the Lease terms;
- e. If Tenant claims any such Landlord default, the nature of such default; and,
- f. The commencement date and expiration date of the Lease.

Should Tenant fail to provide the Estoppel Certificate within the allotted time, Tenant hereby consents that Landlord may execute said documents on Tenant's behalf.

53. OPTION TO RENEW. ☒ Applicable ☐ Not Applicable

Upon full and complete performance of all the terms, covenants, and conditions herein contained by Tenant and payment of all rents due hereunder, Tenant shall be given the option to renew this Lease for an additional two (2) year term. The Monthly Rent for the option term shall be at fair market value ("FMV,") see section a Renewal Period Rent Adjustments, below. In the event Tenant desires to exercise the option, Tenant shall give written notice of such fact to Landlord not less than one hundred eighty (180) days or more than two hundred forty (240) days prior to the expiration of the then current term of this Lease.

a. Renewal Period Rent Adjustments

First Year: In the event of such exercise, the minimum base rent for the first year of an option term, if exercised, shall be negotiated between the parties to FMV as of the start of the renewal period. The first year's base rent shall be equal to the FMV, but in no case lower than the previous year's base rent.

Second Year: In the event of such exercise, the minimum base rent for the first year of an option term, if exercised, shall be negotiated between the parties to FMV as of the start of the renewal period. The first year's base rent shall be equal to the FMV, but in no case lower than the previous year's base rent.

Any such increased rent shall be subject to Security Deposit adjustment equal to two months' rent, and be payable as herein provided. Landlord shall further have the right to make any further adjustments and/or assessments of charges against Tenant as provided for in the Lease. In the event of exercise of said option, any funds retained by Landlord as provided for in the Lease shall be continued to be so held subject to the same terms and conditions. Any deposit amount held by Landlord shall be adjusted to incorporate the new base rent of each year of any renewal period.

b. Method of Determining Fair Market Value for First Year of a Renewal Term

The final determination of the FMV pursuant to the process herein shall be binding on both parties. FMV shall be determined by the following process: within fifteen (15) days after the receipt of any renewal notice from Tenant to Landlord, Landlord shall deliver to Tenant the proposed FMV of the premises. Tenant shall have fifteen (15) days to accept or reject such proposed FMV.

i. Failure of Parties to Agree on FMV

In the event Tenant rejects such proposed FMV, and Landlord and Tenant are thereafter unable to agree upon what constitutes the FMV of the premises, within thirty (30) days after such rejection by Tenant and after reasonably and in good faith attempting to reach such an agreement, then each party shall select from the Colorado Association of Realtors (or such equivalent agency, as agreed by both parties) a CCIM commercial broker with not less than five (5) years' experience in commercial real estate leasing in the regional market to give an opinion as to the FMV of the premises. If one party does not appoint its commercial broker within ten (10) days after the other party has given notice of the name of its commercial broker, the single broker appointed shall be the sole broker and his or her opinion shall be determinative of the FMV of the premises. If there are two (2) brokers appointed by the parties as stated above, the brokers shall meet within ten (10) days after the second broker has been appointed and attempt to set the FMV of the premises.

No broker used to determine FMV shall be currently or previously employed by, otherwise be engaged in business with or affiliated with, Landlord or Tenant, except as an independent contractor, or have the appearance of a conflict of interest to either party.

Each Broker shall take into consideration the size and improvements of the premises, and the geographical location, quality, amenities and prestige of the premises, and such other factors as are appropriate in accordance with good appraisal practice, except that other premises

which are subject to rent control or other laws restraining marketability shall not be used for comparison, and if any such law applies to the premises, each broker shall disregard it. Each broker shall hear, receive and consider such information as Landlord and Tenant each care to present, in writing, regarding the determination of FMV and each broker shall have access to the information used by each other broker.

Each party shall pay the expenses required by its appointed broker.

ii. Failure of Brokers to Agree on FMV

If the two (2) brokers are unable to agree on the FMV within thirty (30) days after the second broker has been appointed, they shall, within ten (10) days after the last day the two (2) brokers were to have set the FMV, attempt to jointly select a third broker meeting the qualifications stated above. If the two (2) brokers are unable to agree on a third broker, the President of the Colorado Association of Realtors (or its equivalent agency, as agreed by both parties) shall select a third broker meeting the qualifications set forth in this section. Each of the parties shall bear one-half (1/2) of the cost of appointing the third retail broker and of paying the third broker's fee.

Within thirty (30) days after the selection of the third broker, a majority of the selected brokers shall set the FMV of the premises. If a majority of the brokers are unable to set such FMV within the stipulated time, each broker shall make a separate determination of FMV and the three determinations shall be added together and divided by three (3). The resulting quotient shall be the FMV for the premises. If, however, the low appraisal and/or high appraisal is/are more than ten percent (10%) lower and/or higher than the middle appraisal, the low appraisal and/or high appraisal shall be disregarded for the calculation. If only one (1) appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2), and the resulting quotient shall be the FMV of the premises. If both the low appraisal and the high appraisal are disregarded as stated in this section, the middle appraisal shall be the FMV of the premises.

54. MISCELLANEOUS

All marginal notations and paragraph headings are for purposes of references and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease, wherever the words "Landlord" and "Tenant" are used, they shall include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading said Lease, the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though originally included in said Lease.

55. ADDITIONAL PROVISIONS

Additional provisions to this lease are documented in Attachment C, which is attached hereto and incorporated by reference herein.

The Lease, any Addenda, Attachments, Rules and Regulations, Rental Applications, and any written notations upon them, constitutes the entire Agreement between Landlord and Tenant and shall be binding jointly and severally upon all parties. This Lease is not in effect until executed by both Tenant and Landlord.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date hereof.

LANDLORD:

TENANT:

Astride A Starship, LLC

Mahanakhon, LLC

By: 
Astrid, Owner

By: 
Somying Fox

Date: 23/12/2025

Date: 23/12/2025

By: 
Nuthathai Donadio

Date: 23/12/2025

By: 
Khem Boning

Date: 23/12/2025

MOLD ADDENDUM

THIS MOLD ADDENDUM is attached to and incorporated within the original Lease, made and entered into on 23/12/2025, effective the 1st day of January (month), 2026, by and between Astride A Starship, LLC, hereinafter referred to as "Landlord", and Mahanakhon, LLC, hereinafter referred to as "Tenant." for the premises known as the 819 Manitou Avenue, Restaurant, Manitou Springs, CO 80829. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Landlord and Tenant agree as follows:

Tenant Obligations Regarding Mold

Tenant shall keep the premises clean through regular vacuuming, mopping and use of cleaners on hard surfaces.

Tenant shall immediately and consistently remove all visible moisture from all surfaces in the premises.

Tenant shall periodically inspect all sinks, tubs, toilets, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers, and air conditioners and their connections, discharge lines, and the areas surrounding each to ascertain whether there are any water leaks or signs of leaks.

Tenant shall immediately inform Landlord in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas. Tenant shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, and overflows from fixtures and appliances.

Tenant shall ensure that all shower doors and curtains, if any, are utilized to prevent water from escaping any tub or shower enclosure.

Tenant shall not allow damp clothes and towels to accumulate.

Tenant shall keep all windows and doors closed during adverse weather and when the premises are unattended.

In the event of visible accumulation of mold on hard surfaces, Tenant shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within twenty-four (24) hours of the initial cleaning, Tenant shall apply a spray-on biocide (such as Lysol disinfectant or Pine-Sol disinfectant) in accordance with the product's instructions and labeling.

Tenant shall place and store Tenant's personal property to prevent it from becoming wet or damaged in the event of water leakage or backup.

Landlord Obligations Regarding Mold:

Upon written or electronic notification by Tenant, Landlord shall, within a reasonable time, install a containment to stop active sources of water to the mold and install a high-efficiency particulate air filtration device to reduce the tenants' exposure to mold. Landlord will maintain the containment and repair water leaks in the premises at Landlord's cost, provided such leaks were not caused by the misuse or neglect of Tenant, or any occupants or guests of Tenant, or by any violation of the Lease or this Mold Addendum by Tenant, or any occupants or guests of Tenant. Landlord shall, within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings at Landlord's cost, provided such visible mold has not been caused by the misuse or neglect of Tenant or any occupants or guests of Tenant or by any violation of the Lease or this Mold Addendum by Tenant or any occupants or guests of

Tenant. If the mold has been caused by misuse or neglect of Tenant or any occupants or guests of Tenant or by any violation of the Lease or this Mold Addendum by Tenant or any occupants or guests of Tenant, the costs associated by remediating the mold will be the sole responsibility of Tenant. Landlord shall evaluate whether the premises have been successfully remediated to prevent the recurrence of mold.

Remedies:

Landlord does not warrant or represent that the premises shall be free of mold.

A breach of this Mold Addendum by tenant shall be a material violation of the Lease allowing Landlord to recover possession of the premises following Demand for Possession or Compliance in accordance with state Law and Lease, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by Landlord, Tenant's sole and exclusive remedy shall be to immediately vacate the premises and Tenant's obligations to continue to pay rent shall terminate on the date Tenant delivers possession of the premises to Landlord. Landlord shall in no event be liable for consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications and Releases:

Tenant hereby indemnifies and shall hold Landlord harmless from any and all claims or causes of action arising (in whole or in part) from Tenant's breach of the obligations contained in this Mold Addendum. Tenant hereby releases Landlord from any and all claims of Tenant or Occupant for the presence of mold in the premises, other than claims based on breach of this Mold Addendum by Landlord, and further releases Landlord from any and all claims of consequential damages such as damages to Tenant's personal property, or claims of adverse health conditions associated with exposure to mold.

The Lease, any Addenda, Attachments, Rules and Regulations, Rental Applications, and any written notations upon them, constitutes the entire Agreement between Landlord and Tenant and shall be binding jointly and severally upon all parties. This Addendum is not in effect until executed by both Tenant and Landlord.

THIS IS A LEGAL DOCUMENT. LEGAL COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date hereof.

LANDLORD:

Astride A Starship, LLC

By:  Date: 23/12/2025

Astrid, Owner

TENANT: Mahanakhon, LLC

By:  Date: 23/12/2025

By:  Date: 23/12/2025

By:  Date: 23/12/2025

**DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

A _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain);
none known

☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

A _____ (b) Records and Reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
none

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

SE (c) Lessee has received copies of all information listed above.

SE (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

EP (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord <u></u>	Date: <u>23/12/2025</u>
Tenant <u></u>	Date: <u>23/12/2025</u>
Tenant <u></u>	Date: <u>23/12/2025</u>
Tenant <u></u>	Date: <u>23/12/2025</u>

GUARANTEE

LEASE: Lease dated 23/12/2025 between Astride A Starship, LLC _____ Landlord, and Mahanakhon, LLC Tenant, for premises and improvements located at 819 Manitou Avenue, Manitou Springs, CO.

For value received and as an inducement to Landlord to enter into the Lease with Tenant, the undersigned (the "Guarantor") for itself and its successors and assigns, hereby unconditionally guarantees to Landlord, its successors and assigns, the prompt payment in full of all indebtedness and obligations of Tenant, now or hereafter owing and arising under the Lease as set forth therein, the performance of all of Tenant's obligations under such Lease, together with attorney's fees and expenses incurred in protecting or enforcing any obligation of the indebtedness owed to Landlord by Tenant (or by Guarantor hereunder). The liability of the undersigned is primary and may be enforced before or after proceeding against Tenant and, further, Landlord may proceed directly against Guarantor without proceeding against Tenant. Guarantor hereunder agrees to be bound under the terms and conditions of the primary Lease as if it were a signatory thereunder.

The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant *in* any creditors', receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy law or other statute or from the decision in any court; or (c) the rejection or disaffirmance of the Lease in any such proceedings.

The obligations of Guarantor under this Guarantee will not be released or discharged by Landlord's receipt, application or release of any security given for the performance of Tenant's obligations under the Lease, nor by any modification or extension of the Lease or waiver by Landlord of any provision thereof. In case of any such modification or extension, the liability of Guarantor shall be deemed modified or extended in accordance with the terms of such modification or extension. The obligations of Guarantor hereunder shall not be terminated, affected or impaired in any manner by reason of (i) the assertion by Landlord against Tenant or any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or applicable law; (ii) the commencement of summary or other proceedings against Tenant; (iii) the failure of Landlord to enforce any of its rights against Tenant; or (iv) the granting by Landlord of any extensions of time to Tenant. This Guarantee will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term thereof, or any such extension or renewal.

Until all of Tenant's obligations Under the Lease are fully performed, Guarantor (i) waives any right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor pursuant to the obligations of Guarantor under this Guarantee; (ii) waives any other right which Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guarantee; and (iii) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. The necessary grammatical changes required

to make the provisions hereof apply in the plural sense when there is more than one party signing this Guarantee and to either corporations, associations, partnerships or individuals, male or female, shall in all instances be assumed as though fully expressed. This Guarantee shall be binding upon the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord, its successors and assigns. All parties executing this Guarantee shall be jointly and severally liable hereunder. This Guarantee shall be governed by and interpreted in accordance with the laws of the State of Colorado.

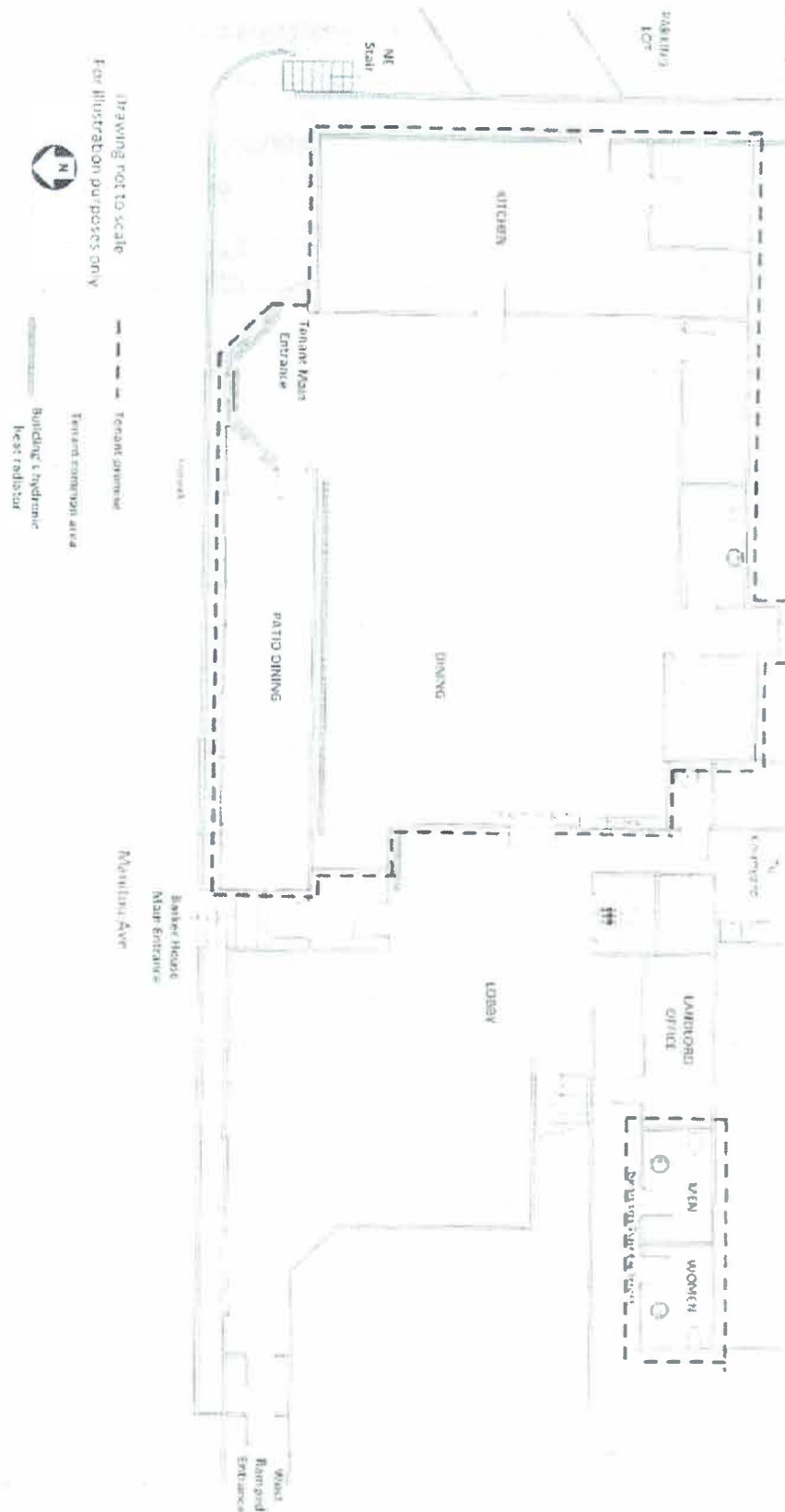
EXECUTED this 23/12/2025 (date)

GUARANTOR:

 , Personally

 , Personally

 , Personally



Rev 0504:

S
SF

Date: ___/___/___ : **Tenant:** Mahanakhon, LLC **Premises:** 819 Manitou Ave, Manitou Springs, CO 80829 **Lease Date:** 01/01/2026

[illegible]

**ATTACHMENT C
ADDITIONAL PROVISIONS**

THIS ADDENDUM is attached to and incorporated within the original Lease, made and entered into on 23/12/2025 (Date), by and between **Astride A Starship, LLC**, hereinafter referred to as "Landlord", and **Mahanakhon, LLC** (Tenant), hereinafter referred to as "Tenant" for the premises known as the restaurant at 819 Manitou Ave., Manitou Springs, CO 80829 as depicted on the floorplan in Attachment A to this Lease.

Changes, additions, and deletions to the Lease are stated below, with all unchanged Lease terms surviving. In case of any conflict between the provisions of this Attachment and other sections of the Lease, the provisions of this Attachment shall prevail.

The Landlord and Tenant agree as follows:

1. LEASED PREMISES

- a. Tenant and his patrons will have the continued use of the bathrooms currently located in the main portion of the Barker House which have been traditionally used by Tenants of the leased premises and its patrons. Tenant's patrons shall not have regular access to the restaurant premises through the main entrance of the Barker House. Instead, the restaurant's patrons shall access the restaurant through the restaurant's main entrance located on the northeast portion of the building.
- b. Tenant shall have access through the main entrance to the Barker House for the purpose of reaching the door to open and close the door at the beginning and end of the business day. Tenant's patrons may use the open door during hours of the restaurant operation to access the bathrooms.
- c. Tenant shall have access through the west ramped entrance to the building on an as needed basis to accommodate patrons needing assistance. Access shall be provided in the form of a wireless doorbell installed at Tenant's expense which shall buzz directly into the restaurant after which time the Tenant's staff can open the west ramped door and escort the patron to the restaurant.
- d. Tenant and Tenant's employees, vendors, and patrons shall be allowed the non-exclusive use of that portion of the northeast of the exterior grounds in the front of the Barker House for the purpose of ingress and egress to the demised premises.
- e. Tenant provides courtesy use of the restaurant bathrooms to Astride A Starship personnel.

2. UTILITIES

- a. Tenant shall be responsible for paying all of the costs of the utilities serving the restaurant premises, including gas, electric, water and sewer, telephone, data, trash and cable TV. The utilities for natural gas, water, and electricity to the leased premises shall be metered, by equipment installed by Landlord, with the cost of the Landlord-installed equipment to be borne by Landlord.
- b. Should Tenant's utility use cause, at Landlord's sole determination, higher-tiered billing rates to be applied by the municipal providers to Landlord's account ("demand factoring"), Landlord shall invoice Tenant for the difference paid by Landlord for Landlord's portion of the utilities due to the higher-tier rate. If the Building Utility System's utility use causes a higher-tier rate, Landlord shall not discount the Tenant's billed rate, regardless of Tenant's utility usage.
- c. The Building's domestic hot water temperature will be set by Landlord. Tenant shall accept the water provided by the building's domestic hot water supply at the temperature delivered to Tenant by the Building's domestic hot water supply. Should Tenant require water at a different temperature, Tenant shall provide for his own additional conditioning of the water at Tenant's

expense.

- d. In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Leased Premises unless caused by the willful act of Landlord. Landlord shall not cut off any of Tenant's utilities for any reason unless provided for by paragraph d above, or if Landlord is awarded an Order for Possession or similar order for the leased premises by a court.
- e. Tenant shall not cause increases to the common area heating expenses by leaving exterior doors open when outside temperatures fall below 65 degrees Fahrenheit.

3. CARE OF LEASED PREMISES – RESPONSIBILITY OF TENANT

- a. Tenant agrees to maintain all lines that connect from fixtures within the Leased Premises to any wall or floor connections to common building utility (such as, but not limited to, main water supplies and drains, main sewage drains, electrical service, and gas main lines), including all taps thereto. Tenant shall be responsible for maintaining the hood system and the related ducting and rooftop equipment, which shall be maintained per manufacturer's recommendations and applicable ordinances. Landlord warrants HVAC, plumbing, electrical and hood systems for ninety (90) days from possession except for Tenant negligence. Landlord shall be responsible for maintaining the heating systems which serve the leased premises. The leased premises are served by hydronic baseboard heating units supplied by the Building boiler. Tenant shall pay its pro rata share of the operating expenses (gas and electricity metered to the boiler and pumps) but shall not be responsible for any share of repair and maintenance costs of the boiler and pump systems.
- b. Tenant further agrees to be responsible for any repairs and/or maintenance required for any part of the improvements of which the leased premises are a part where such repair and/or maintenance is necessitated by actions or inactions of Tenant and/or activities conducted by Tenant on the leased premises. In addition, the Tenant shall be responsible for maintaining the bathrooms currently located in the main portion of the Barker House which have been traditionally used by Tenant and his patrons and the equipment installed or used by Tenant in the Leased Premises.
- c. Tenant shall be responsible for the function and maintenance of the grease trap which serves the leased premises, and for all pipes and connections from the leased premises to the grease trap (if problems are caused by grease).

4. COMMON AREA MAINTENANCE - TENANT

Tenant shall maintain, at Tenant's expense, the common areas in, on, or near the improvements of which the leased premises are a portion, including the stairs from the lower parking lot to the leased premises, and the portion of the patio from the stairs to the entrance of the leased premises, as depicted in Attachment A. Maintenance shall include, but not be limited to, sweeping, shoveling snow, melting and preventing ice buildup, and picking up rubbish. Should Tenant fail to perform regular maintenance after reasonable notice from Landlord, Landlord shall have the right to perform the maintenance. In such event, Tenant shall reimburse Landlord for all costs associated with said maintenance.

5. PARKING

- a. As of the date of this Lease, the existing parking variance for the Barker House does not allow for on-site parking for Tenant or Tenant's employees, agents, or patrons. Tenant acknowledges that all on-site parking spaces have been assigned pursuant to an existing parking variance issued by the City of Manitou Springs, V0801 dated February 13, 2008, and that unauthorized vehicles that are parked in the spaces assigned by Landlord to others are subject to towing or other enforcement actions without notice at Tenant's sole risk and expense.
- b. Tenant agrees not to oppose, or encourage, or assist others to oppose, the Landlord's attempts to remove the existing parking variance placed upon the building by the City of Manitou Springs. If successful, and as allowed by the City, the Tenant shall have use of (1) parking space located in the lower parking lot of the Barker House which is close to the restaurant premises, as depicted in

Attachment A, for the duration of this Lease.

6. SIGNAGE

Tenant shall be granted a pro rata percentage of the signage allowed for the Building. Tenant's allocation of signage shall be based upon Tenant's proportional use of the ground floor of the building.

7. REPRESENTATION OF PARTIES

The parties have been represented by their respective attorneys through the negotiation of this Lease and are relying solely on their own and their attorney's counsel in this matter.

8. COMPLIMENTARY PRODUCTS/SERVICES TO LANDLORD

Tenant shall give Landlord an allowance equivalent to (2%) of base rent per month of Tenant's products and services from the business operating in Tenant's premises at no charge to Landlord. Landlord may assign this allowance to non-Landlord personnel at Landlord's option. If unused or not completely used, the allowance shall accumulate from one calendar month to the next month. The allowance may not be applied to other purposes between Landlord and Tenant. Valuation of said products or services shall be at regular retail rates including taxes appropriate.

9. EXCLUSIVITY CLAUSE

No other tenant in the building will be allowed use in the building as a full or limited restaurant, including, but not limited to, sit-down food and malted beverages (alcohol). Potential Lessees vending 100% sweets or other retail items are exempted and may be allowed, per City of Manitou code.

10. CHANGE OF USE

The premises may have a future change of use such as a building condominiumization for apartments or hotel or other entertainment function.

IN WITNESS WHEREOF, the parties have executed this Attachment C as of the date hereof.

LANDLORD:

TENANT:

Astride A Starship, LLC

Mahanakhon, LLC (Tenant)

By: 
Astrid, Owner

By: 
Somying Fox

Date: 23/12/2025

Date: 23/12/2025

By: 
Nuthathai Donadio

Date: 23/12/2025

By: 
Khem Boning

Date: 23/12/2025

Signature: Eliza Pfeifer
Eliza Pfeifer (Dec 23, 2025 12:12:48 MST)

Email: epfeifer@locate.ai

819-R Mahanakhon, LLC - Lease Pre-Filled (1)

Final Audit Report

2025-12-23

Created:	2025-12-23
By:	Eliza Pfeifer (epfeifer@locate.ai)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmCiD0BKvMY58kj4MMYLwbr2wJVsnfYMc

"819-R Mahanakhon, LLC - Lease Pre-Filled (1)" History

-  Document created by Eliza Pfeifer (epfeifer@locate.ai)
2025-12-23 - 7:09:52 PM GMT
-  Document emailed to Eliza Pfeifer (epfeifer@locate.ai) for signature
2025-12-23 - 7:10:04 PM GMT
-  Email viewed by Eliza Pfeifer (epfeifer@locate.ai)
2025-12-23 - 7:11:26 PM GMT
-  Document e-signed by Eliza Pfeifer (epfeifer@locate.ai)
Signature Date: 2025-12-23 - 7:12:48 PM GMT - Time Source: server
-  Document emailed to Nuthathai Donadio (nataliepechpong@gmail.com) for signature
2025-12-23 - 7:12:50 PM GMT
-  Email viewed by Nuthathai Donadio (nataliepechpong@gmail.com)
2025-12-23 - 7:49:13 PM GMT
-  Document e-signed by Nuthathai Donadio (nataliepechpong@gmail.com)
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-  Document emailed to Khem Boning (pr.boning@gmail.com) for signature
2025-12-23 - 8:01:11 PM GMT
-  Email viewed by Khem Boning (pr.boning@gmail.com)
2025-12-23 - 8:02:31 PM GMT
-  Document e-signed by Khem Boning (pr.boning@gmail.com)
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-  Document emailed to Somying Fox (somyingfox@gmail.com) for signature
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Signature Date: 2025-12-23 - 8:49:33 PM GMT - Time Source: server

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2025-12-23 - 8:53:08 PM GMT

 Document e-signed by Astrid (astrid@aastarship.com)
Signature Date: 2025-12-23 - 8:57:07 PM GMT - Time Source: server

 Agreement completed.
2025-12-23 - 8:57:07 PM GMT

Petition Form

Type of License: Liquor License

Applicant: Mahanakhon LL DBA Manitu Thai and Ramen
Location: 819 Manitou Ave Manitou Springs, CO 80829

I, the undersigned, am aware that an application for a new liquor license has been filed with Manitou Springs Liquor Licensing Office. I certify that I am at least 21 years of age and am a resident or having business in the defined neighborhood. I have indicated below, with my signature, my opinion about the approval or denial of the above referenced application

Name	Address	Favor	Oppose	Age	Reason	Signature	Date
Savannah S-W	763 Maroon Ln Ct Colorado Springs	X		38	agree	San	2/26/26
KATHRYN HUGHES	724 DUCLO AVE MANITOU SPRINGS, CO 80829	X		29	AGREE	KHA	2-26/26
Laurel Travis	525 N Weber St, 1B Colo. Springs, CO 80903	X		38	Agree	L 21	2.26.26
Marina Braley	1420 Gold Hill Mesa Dr. Colorado Springs CO 80905	X		33	Agree	Marina	2/26/26
Amy Moger	11 Sheridan Pl. 80829 Manitou Spr. CO	X		51	Agree	Amy	2/26/26
ANTHONY MOECK	11 SHERIDAN PL MANITOU SPRINGS CO 80829	X		54	AGREE	Anthony	2-26-2026
Kevin Brown	819 Manitou Ave. #301 Manitou Springs, CO 80829	X		49	Agree	K.B.	2/26/25
Michelle Welch	819 Manitou Ave, Apt 301 Manitou Spr, CO 80829	X		45	Agree	Michelle	2/26/25
Samuel McCool	962 Manitou Ave	X		35	Agree	Samuel	2/26/25
Jennifer Pratt	117 Ruxton Ave, B3	X		55	Agree	Jennifer	2/26/26
Angus Hawley	8 Grand Ave. Unit 1 Manitou Springs 80829	X		29	agree	Angus Hawley	2/26/26
Nicole Garrett	Colorado Springs	X		42	Agree	Nicole	2/26/26

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Name	Address	Favor	Oppose	Age	Reason	Signature	Date
Sarocho Sitti	819 Manitou ave	X		33	Agree		2/26/26
Michael Reiel	479 El Paso Blvd	X		60	Agree	Min Leri	2-27-26
Bryant RAGAN	20 Grand Ave	✓		62	Agree ^{Great} _{Idm}		2-27-26
Dennis McEnaney	20 Grand Ave	✓		69	Agree		2-27-26
Michael Francis	1222 Manitou Avenue	✓		46	agree		2-27-26
James Allison	1228 Manitou Ave	✓		59	Agree		2/27/26
Lane Williams	737 Manitou Ave	✓		68	agree		2-27-
William Bailey	819 Manitou Ave	✓		36	Agree		2-27
Lily Kempf	819 Manitou Ave, #	✓		39	Agree		2/27
Kelly McVerry	97 Crystal Park Rd ^B Manitou Springs	X		47	agree		2-27-26
Donna	97 Crystal Park Rd ^B Manitou Springs	X		21	agree		2/27/26
Khem Boning	819 Manitou Ave	X		39	Agree		02/27/26

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Name	Address	Favor	Oppose	Age	Reason	Signature	Date
Sam Eblen	515 High St.	✓		53½	I like Boozee.	Sam Eblen	2/28/26
Cassie Evro	1938 S Huron St	✓		38	Who doesn't love a drink w/ dinner?	Cassie Evro	2/28/26
Michelle Morrissey	502 Canon Ave #C	✓		61	Wine w/ dinner!	Michelle Morrissey	2/28/26
Alan Brux	" " "	✓		69	Good Wine	Alan Brux	2/28/26
Becky Patterson	126 Pawnee Ave	✓		50	drink w/ meal	Becky Patterson	2/28/26
Mitch Patterson	126 Pawnee Ave	✓		29	love Manitou!	Mitch Patterson	2/28/26
Cameron Stahler	117 Dexter Ave	✓		35	Booze, Duh	Cameron Stahler	2/28/26
James Montoya	965 Manitou Ave Apt 2	✓		34	Support	James Montoya	2/28/2026
Jesse McCoy	354 Manitou Ave	✓		33	Support	Jesse McCoy	2/28/2026
	Shade's Kitchen					Shade's Kitchen	2/28/26
Joel Belin	9 Brook Street			34	Support	Joel Belin	2/28/26
Marc Kahtava	732 Manitou ave			32	Support	Marc Kahtava	2/28/26

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Name	Address	Favor	Oppose	Age	Reason	Signature	Date
Breanna Conwell	320 N. Cascade Ave. Apt #2	✓		29	nice to have a place to drink that isn't a bar	B Conwell	3/1/26
Gil Knight	819 N. Cascade Ave	✓		31	Let the people drink !!	Gil Knight	3/1/26
Kellie Mayer	819 Manitou Ave APT 203	✓		51	convenience	K Mayer	3/1/26
Michaela Davies	705 East 7th St. Trinidad CO	✓		29	a nice drink after the incline	M Davies	3/1/26
Travis Ahlquist	2506 Primo Road Highlands Ranch CO	✓		29	A place to drink before the incline	T Ahlquist	3/1/26
Tiffany Hester	34 Fountain Pl. Manitou Springs CO	✓		44	It's a lovely restaurant.	T Hester	3/1/26
Jeff Carter	34 Fountain Pl. Manitou Springs CO	✓		66	LOVE THEM	J Carter	3-1-26
Aidan Law	623 N Weber, COS	✓		22	Beer please	A Law	3/1/26
Stacey Law	15 Adams Lane CO	✓		56	important for a restaurant	S Law	3/1/26
Mitvah Martin	5672 DAKIN LOOP Colorado Springs CO	✓		30	PAIRS WELL WITH THIS FOOD!	M Martin	3/1/26
Jim White	320 Manitou Ave Manitou Springs	✓		56	That is a weird question. It's booze!	J White	03-02-26
Rachel White	320 Manitou Ave Springs	✓		55	Great patio needs great Cocktails!	R White	3/2/26

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Name	Address	Favor	Oppose	Age	Reason	Signature	Date
Joy Terrill	1917 Gittshire Dr 80905	✓		32	Why Not?		3/1/26
Becky Pont	742 Manitou Ave #1	✓		49	Same		3/1/26
Kimberley Wukitch	3475 Boulder Cir #203 Broomfield 80023	✓		47	It would enhance the business		3/1/26
Stacy Pettibone	46 Park Ave #5 Manitou Springs CO 80829	✓		43	I need wine with my curry!		3/2/26
Mel Bernal	46 Park Ave #5 Manitou Springs, CO 80829	✓		47	I like to have a beer w/ my Thai		3/2/26
Alisha Purdue	518 Canon Ave Manitou Springs, CO 80829	✓		41	I like the option of a beer		3/2/26
Shaun Silberman	505 Canon Ave #1 Manitou Springs CO 80829	✓		45	It's cool if they get it		3/2/26
Khem Boning	819 Manitou Ave. Manitou Springs CO 80829	✓		39	good for biz		3/2/26
Matthew Moun	555 Sunrise Peak Rd. Manitou	✓		55	Full service restaurant		3/3/26
Brian Palmer	730 1/2 Manitou Ave	✓		37	good for business		3/3/26
Hayley Moran	4410 Heizer St.	✓		65	good for business		3/3/26
Adrian Ceballos	828 Midland Ave Manitou Sp 80829	✓		28	My full support Great Business		03/3/26



I, the undersigned, hereby certify that on April 10, 2026, at 10:35 AM, I posted a Notice of Hearing at 819 Manitou Avenue for a request by Mahanakhon LLC doing business as Manitou Thai & Ramen for a new Hotel and Restaurant License.

Posted by: Kristen Dukoi
Deputy City Clerk

Signature: KDukoi

Date: April 10, 2026



NOTICE
PURSUANT TO THE LIQUOR LAWS OF COLORADO
Mahanakhon LLC
d/b/a Manitou Thai & Ramen
Has requested the licensing officials of the
CITY OF MANITOU SPRINGS
grant a Hotel and Restaurant Liquor License for
819 Manitou Avenue
HEARING ON APPLICATION TO BE HELD
At City Hall, 606 Manitou Avenue,
Manitou Springs CO 80829
Date & Time: April 21, 2026 at 6:00 PM
Date of Application: March 17, 2026
Applicant Address:
24202 Pleasant Park Road, Conifer, CO 80433
Petitions or remonstrances may be filed with the
City Clerk, cityclerk@manitouspringsco.gov



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PRIVATE PARKING
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VEHICLES TOWED
AT OWNER'S EXPENSE

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Fredrick Rogers, being first duly sworn, deposes and says that he is the Legal Sales Representative of The Colorado Springs Gazette, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Colorado Springs Gazette; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 04/10/2026**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.

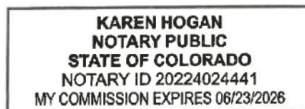


Fredrick Rogers
Sales Center Agent

Subscribed and sworn to me this 04/10/2026, at said City of Colorado Springs, El Paso County, Colorado.
 My commission expires June 23, 2026.



Karen Hogan
Notary Public
The Gazette



Document Authentication Number 20224024441-277761

PUBLIC NOTICE

Pursuant to the Liquor Laws of the State of Colorado, Mahanakhon LLC d/b/a Manitou Thai & Ramen has requested the licensing officials of the City of Manitou Springs grant a new **Hotel and Restaurant License**. The application is for the property located at 819 Manitou Avenue, Manitou Springs, CO. A hearing on this application will be held at Manitou Springs City Hall, 606 Manitou Avenue, at 6:00 PM on April 21, 2026. Written comments may be filed with the Office of the City Clerk, 606 Manitou Avenue until 5:00 PM April 16, 2026. For additional information, contact the City Clerk's Office at 606 Manitou Avenue, Manitou Springs, CO, 80829; 719-685-2554; ekrebs@manitouspringsco.gov.

/s/ Kristen Dukoi, Deputy City Clerk

Published in The Gazette April 10, 2026.