



# 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](http://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

June 2, 2026

6:00 PM

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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. May 19, 2026 City Council Minutes
2. Resolution No. 1526, A Resolution of the City Council of the City of Manitou Springs, Colorado, Appointing a Council Member to Serve as Liaison to The Manitou Springs Metropolitan District
3. Approval of Filanc Change Order No 5 for the Water Treatment Plant Improvements 2024 project
4. Approval of Contract with Concrete Experts for El Paso County CDBG funded project Pawnee ADA & Stormdrainage Improvements

5. Approval of the Joint Funding Agreement with US Geological Survey for the Hydrogeologic Analysis of the Manitou Springs Aquifer

## **G. PRESENTATION**

1. Pikes Peak Range Riders and Pikes Peak or Bust Rodeo Presented by Girls of the West

## **H. BUSINESS**

1. Consider Appointing Tom Lundgren to the City Planning Commission
2. Consider Appointing Colton Berck to the City Planning Commission
3. Consideration of Resolution No. 1326, A Resolution of the City Council of the City of Manitou Springs, Colorado, Supporting the Placement of Public Art within Colorado Department of Transportation Right-of-Way and Authorizing Staff to Pursue Necessary Permits
4. 2026 Art on the Avenue Review and Authorization

## **I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE**

## **J. CITY ADMINISTRATOR REPORT**

## **K. EXECUTIVE SESSION**

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

## **ADJOURN**

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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](mailto:jfryer@manitouspringsco.gov). You may also contact the City Clerk's Office at [cityclerk@manitouspringsco.gov](mailto:cityclerk@manitouspringsco.gov) or (719) 685-2554. Please provide a minimum of 3-5 days advance notice.



## Memorandum

Title: May 19, 2026 City Council Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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June 2, 2026

### **Purpose:**

To review and approve the meeting minutes from the May 19, 2026 City Council meeting.

### **Background:**

The City Council met in regular session on May 19, 2026.

### **Fiscal Impact:**

None.

### **Workload Impact:**

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

### **Recommended Action:**

Approve the May 19, 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  
May 19, 2026

The City Council of Manitou Springs met in Regular Session on Tuesday, May 19, 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 Gloria Latimer

**COUNCIL MEMBERS PRESENT FOR ROLL CALL:**

Councilor Carey Storm (Excused)

**A. CALL TO ORDER**

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

**B. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**C. ROLL CALL**

All of the City Council were present for the roll call, except for Councilor Storm.

**D. APPROVAL OF AGENDA**

Councilor Nassif moved to approve the agenda as presented. The motion was seconded by Mayor Pro Tem Chandler. The motion carried unanimously (6-0).

**E. PUBLIC COMMENT ON NON-AGENDA ITEMS**

Mayor Johnson shared a video titled "Our Place in the Peaks" created by Manitou Springs Elementary School. She shared that 271 kids participated in the creation of the video, adding that the video includes a mural representing their vision of the community.

Jason Wells, Manitou Springs resident and owner of the Armadillo Ranch, submitted written comment and summarized the comments during the meeting. Wells expressed

support for the Police Chief's request for additional staffing during the annual Emma Crawford Coffin Races event and raised concerns about discussion of potentially reducing or canceling the event. He stated that the requested funding amount was modest in comparison to the sales tax revenue generated during the event and expressed the opinion that law enforcement costs associated with the event should be supported through the City's budget rather than the Chamber of Commerce.

Sean Thomas Gill, Manitou Springs resident, commented on the proposed increase in police staffing for the Coffin Races event and expressed concern about assigning those costs to the Chamber of Commerce. Gill stated that the additional staffing request represented a relatively small expense compared to City revenues generated during the event and expressed opposition to reducing or canceling the event. He described the Coffin Races as a long-standing, family-oriented event that supports local businesses and generates significant sales tax revenue for the City.

Kathryn Hughes, Manitou Springs resident and local employee, expressed support for the Coffin Races event and described it as an important source of income for local workers and businesses ahead of the slower winter season. Hughes stated that she viewed the event as positive and family-oriented and expressed support for law enforcement determining appropriate staffing levels for public safety. She also questioned why the additional policing costs were being discussed as a funding issue given the revenue generated by the event.

Eric Wilks, owner of Manitou Winery, expressed support for continuing the Coffin Races event and stated that the event is financially important for local businesses ahead of the slower winter season. Wilks described the event as an important part of the community's identity and culture and opposed the possibility of canceling the event.

Peter Sommers, Manitou Springs resident and owner of Coffin Captain, expressed disappointment over discussions about potentially canceling, postponing, or limiting the Coffin Races due to increased law enforcement costs. He emphasized the event's cultural and economic importance to the community, noted his efforts to support participation through coffin-building classes, and supported increased police presence while opposing measures such as ticketing or limiting attendance.

Johnathan Matas, Manitou Springs resident and owner Colorado Custard Company, echoed concerns about discussions regarding potentially canceling the Coffin Races. He emphasized the event's cultural and economic importance to the community, supported additional law enforcement as needed, and questioned why the requested funding could not be absorbed within the existing police budget. He also questioned why the event was being characterized differently from other large community events and stated that the Coffin Races have operated safely for decades while serving as an important source of revenue for local businesses.

Sean St. Pierre, Manitou Springs resident, spoke in support of continuing the Coffin Races, emphasizing the event's significance and magnitude as a major cultural and economic event for the community. He stated that the event is important to local businesses, the service industry, and community identity, and expressed opposition to suggestions of canceling the event or shifting additional law enforcement costs to local businesses. He urged Council to support continuation of the event and referenced the City's vision statement regarding community, culture, and wellness.

Julia Wright, Manitou Springs resident and cooperative member of Commonwheel Artists Co-op, spoke in support of continuing the Coffin Races, noting its long-standing role as a free, family-friendly community event that has evolved over time alongside other annual events in Manitou Springs. She stated that the Coffin Races are not an alcohol-focused event and described them as a creative, volunteer-supported tradition that attracts large, well-behaved crowds and contributes to local business activity during the fall season when tourism typically slows. She emphasized the event's value in attracting visitors who often return to support local businesses and expressed support for maintaining the event with appropriate security considerations.

Josephine Paradee, Manitou Springs resident, expressed support for continuing the Coffin Races and emphasized the event's importance to local workers and tourism-dependent businesses. She stated that the Coffin Races are a major annual draw that brings visitors to Manitou Springs ahead of the slower winter season, and that many guests specifically plan trips around the event. She noted that visitors contribute to local restaurants, retail, lodging, and service industry jobs, and that the event directly supports residents' ability to earn income during the winter months. She also spoke to the event's role in reflecting the community's identity and encouraged Council to consider its importance to workers and small businesses.

Annie Schmitt, Manitou Springs resident, business owner and member of the Visit Manitou Springs Board, summarized a discussion from a Visit Manitou Springs Board meeting in which law enforcement provided an update on security planning for the Emma Crawford Coffin Races. She stated that the Police Chief indicated a preferred staffing increase of approximately 10 officers and discussed associated costs, as well as concerns about crowd control and officer deployment patterns. She noted that alternative options, including private security, mounted officers, and coordination with regional event organizations and volunteer support, were raised during the discussion. She expressed concern that prior safety issues at the event were not identified and questioned why increased security needs were being elevated, stating that if additional officers are required, the costs should be covered within the Police Department budget.

Justin Snyder, owner of The Loft, commented on discussions regarding potential attendance caps, increased policing, and possible cancellation of the Coffin Races. He stated that the event is not a high-risk alcohol event, noting that alcohol consumption occurs within existing licensed establishments and not in open containers in the streets, and that past events have not shown a pattern of alcohol-related crime or crowd control

issues. He emphasized the event as a major community tradition and key economic driver for local businesses heading into the off-season. He supported maintaining public safety measures and acknowledged that additional officers may be appropriate given increased attendance but stated that the associated costs should not fall solely on the Chamber of Commerce and suggested the expense be covered within the City's police budget given the event's economic benefit to the community.

Rory Crosby, Manitou Springs resident and owner of Kinfolks, emphasized support for maintaining the Coffin Races as a long-standing community tradition and major tourism driver. He stated that the event brings significant visitor traffic to Manitou Springs, including first-time visitors who return to the community, and highlighted its importance to local small businesses and the city's tax base. He expressed concern about shifting event-related public safety costs to the Chamber of Commerce, stating that the Chamber should not be financially burdened for municipal expenses. He further stated that limiting or scaling the event could negatively impact business growth and tourism revenue, and urged the City to support, rather than restrict, major community events that contribute to economic vitality.

Elena Arana, Manitou Springs resident and business owner, expressed opposition to potentially canceling or limiting attendance at the Coffin Races. She described the event as an important free, family-oriented tradition for local residents and stated that it provides significant economic benefit to the community during a slower tourism season. She acknowledged the Police Department's desire for increased security but stated that the City and Police Department should work together to address related costs without eliminating or restricting the event. She further stated that canceling the event would negatively impact families, local businesses, and the broader community.

Hallie Gurba, Special Events Coordinator for Visit Manitou Springs, expressed concerns about the discussion surrounding the 2025 Coffin Races and stated that she had not been directly included in prior discussions regarding event security. She noted that she had attended meetings where event operations and security could have been discussed. Coordinator Gurba described the Coffin Races as a free, family-friendly event that attracts visitors from across the country and internationally and emphasized the event's economic and community value. She stated that she supported discussing additional safety measures but expressed concern about discussions regarding limiting or canceling the event. She encouraged continued collaboration and communication regarding event planning and security.

Michelle Whetherhult, Manitou Springs resident, noted several new businesses that had recently opened or were expected to open in Manitou Springs. She stated that the Coffin Races serve as an important event before the slower winter season and emphasized the event's economic importance to local businesses. Whetherhult shared that she had previously participated in the event as Emma Crawford and felt safe attending the races. She stated that visitors travel to Manitou Springs specifically for the

event and expressed concern that canceling the Coffin Races would negatively impact the community and local businesses.

Linda Morlan, Manitou Springs resident, encouraged residents to attend City meetings and remain engaged in local government. She stated that elected officials and City staff represent and work for the residents of Manitou Springs. Morlan also expressed support for the Coffin Races.

Melanie Blades, Manitou Springs resident, spoke in support of the Coffin Races and noted that attendance has grown in recent years. She questioned the need for additional security given the event's history without major incidents, while acknowledging the importance of public safety at large events. Blades stated that residents help look out for one another and described the community as welcoming and supportive of visitors. She also expressed concern about discussions regarding potentially canceling the event.

Bryan Engle, Manitou Springs resident and owner of Southwest Silver, expressed support for the Coffin Races and shared his long personal connection to the event and the community. He stated that the Coffin Races represent the culture and identity of Manitou Springs and noted the event's national exposure through media coverage. Engle expressed his desire for the tradition to continue for future generations.

James, owner of the Townhouse, spoke in support of the Coffin Races and stated that businesses involved with the event already provide security at key event locations. He expressed that additional police presence was unnecessary and noted his personal experience participating in the event, as well as his professional Military background working in collaboration with law enforcement. James stated that the event is community-oriented and not an alcohol-focused event, and he opposed shifting additional security costs to local businesses or the Chamber of Commerce.

Mayor Johnson reminded the public about upcoming community engagement opportunities, including Coffee with the City Administrator at 7:30 AM, and a Chamber of Commerce meeting at 8:30 AM on May 20, 2026, as well as the upcoming City Council Open Mic Night at 5:00 PM on Tuesday, May 26, 2026. She stated that the Coffin Races discussion is currently scheduled for the June 9, 2026 agenda, subject to change, and encouraged continued public correspondence and feedback.

**Note for the Record** – The City Council took a break at 7:07 PM and reconvened at 7:23 PM.

## **F. CONSENT CALENDAR**

1. Presentation of Warrants
2. May 5, 2026 City Council Minutes
3. Authorization for Professional Services Agreements for Program Manager for Capital Projects between the City of Manitou Springs and Nomatix, LLC and Chavez Consulting

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

## **G. PRESENTATION**

1. Monthly Financial Report

Senior Budget Analyst Nate Moore reviewed budget performance through the first four months of the year and noted that total expenditures remain below the projected year-to-date budget percentage due to departments being mindful of spending. He stated that overall expenses were relatively unchanged compared to the same period in the previous year. He also reviewed sales tax revenue trends, noting a decline compared to the prior year that was anticipated following changes to marijuana laws in Colorado Springs. Despite the decrease in sales tax revenue, total revenues are only modestly lower overall. Senior Budget Analyst Moore stated that staff will continue monitoring revenue trends moving forward but did not express immediate budget concerns.

Mayor Johnson noted that \$593,000 was transferred to the General Fund. Senior Budget Analyst Moore confirmed that the transfer was planned for, with an anticipated total of \$1,500,000 to be transferred for the whole year and that \$500,000 came from the Mobility and Parking Fund.

There was a brief discussion regarding the increase in judicial and executive expenditures, in which Senior Budget Analyst Moore explained the judicial increase was primarily salary-related. He noted that some judicial salary costs are expected to be shifted to the Finance Department based on financial work that is being done in the Judicial Department. He added that there is greater budget capacity in Finance and that the shift is expected to address the increase moving forward. Senior Budget Analyst Moore shared that some executive costs appear to be timing-related, including computer-related expenses and, while slightly above the year-to-date benchmark, are not currently a concern.

There was a brief discussion about Specific Ownership Tax. Councilor Shada explained that the tax is related to car registrations and values. City Administrator Denise Howell added that the rate is set and collected by the County, and then funds are sent to the City.

There was a discussion about the “Other in City” and “Outside City” categories in the sales tax report. Senior Budget Analyst Moore explained that “Outside City” includes online purchases and sales made outside City limits, while “Other in City” captures taxable activity that does not fit standard category groupings. Councilor Shada added examples, noting that outside-city sales can include online retailers such as Amazon or out-of-city purchases delivered locally, and explained that “Other in City” consists of miscellaneous businesses that do not fit neatly into defined categories. He also briefly referenced how certain sectors, such as lodging, are taxed separately.

Councilor Wolfe raised concerns about the classification of funds transferred from the Mobility and Parking Fund to the General Fund, stating that enterprise funds are restricted in how they may be used and should be accurately labeled according to their allowable purposes, such as parking-related or street-related uses rather than general administrative support.

City Administrator Howell stated that the allocation is used for street and mobility-related purposes and explained that the City can demonstrate that the enterprise funds are being spent appropriately. City Administrator Howell shared that the Finance Director originally booked the expenditure under administrative support and that it will likely remain unchanged in the current year. She added that any reclassification would require discussion with auditors and review of prior practice.

There was a general discussion about how the sales tax reports are generated, in which Senior Budget Analyst Moore explained that the sales tax information takes two months to get to the City, and confirmed that the report presented during the meeting covered January through March.

Senior Budget Analyst Moore reported that the audit is on schedule to be completed by early July, before the budget meeting.

There was a discussion about funds going out. Senior Budget Analyst confirmed that \$466,842 went to the Capital Improvement Fund so far in 2026 and that two of the four quarterly payments to the Chamber of Commerce have been paid from economic development.

2. Proclamation No. 0726, A Proclamation Recognizing the Dedicated Service of Police, Fire, and Public Services Personnel

Mayor Johnson read Proclamation 0726 into the record, recognizing the service of Police, Fire and Public Services Personnel.

Public Services Director Ben Schmitt, Commander Corey Sevene, and Fire Captain Randy Perkins thanked Council for the recognition and acknowledged the dedication of City staff. Director Schmitt emphasized the significant amount of unseen work and public service performed behind the scenes by employees who consistently go above and beyond in serving the community. Commander Sevene expressed appreciation for

the recognition of the Police Department and its work. Captain Perkins thanked Council on behalf of both paid and volunteer fire personnel, noting that the department's volunteers play an essential role in supporting the Fire Department and the community.

## **H. BUSINESS**

1. Consideration of Resolution No. 1226, A Resolution Authorizing the Adoption of the Pikes Peak Regional Office of Emergency Management Multi-Jurisdiction Hazard Mitigation Plan

Planning Director Fred Rollenhagen presented the draft resolution approving the Regional Multi-Jurisdictional Hazard Mitigation Plan, a regional plan updated every five years by the Pikes Peak Regional Office of Emergency Management (PPROEM) in coordination with El Paso County and eight participating jurisdictions. He explained that the plan is intended to reduce disaster-related risks to people, property, the economy, and the environment, and that adoption by each participating jurisdiction is required to maintain eligibility for Federal Emergency Management Agency (FEMA) hazard mitigation funding programs. Director Rollenhagen noted that City staff from multiple departments participated throughout 2025 in developing the updated plan, which includes regional hazard and risk assessments, mitigation strategies, and plan maintenance procedures. He explained that the City is required to provide annual updates to PPROEM regarding progress on mitigation action items. He further noted that Volume 2 contains the City of Manitou Springs annex, including the City's community profile, risk assessment, and 29 mitigation action items addressing identified hazards, including wildfire mitigation, which were updated from the 2020 regional plan and aligned with the City's 2023 local hazard mitigation plan.

Mayor Pro Tem Chandler requested that the City Council receive copies of the annual reports required by PPROEM, so that the Council can stay updated.

PPROEM Director Andrew Notbohm explained that the plan is not required to be fully implemented within the five-year planning period but instead serves as a roadmap for identifying natural and man-made hazards and developing mitigation strategies while maintaining eligibility for FEMA funding and post-disaster assistance. He noted that PPROEM coordinates and maintains the regional plan, while participating jurisdictions are responsible for implementing mitigation strategies. Director Notbohm stated that the regional plan includes 182 mitigation strategies, including 27 action items for Manitou Springs, and emphasized the importance of planning with the community to address local risks and concerns.

There was a discussion about critical facilities located in hazardous areas. Director Rollenhagen confirmed that City Hall and the City Pool are located in the floodplain and stated that the Water Treatment Plant may also be an area of concern.

Mayor Pro Tem Chandler moved to approve Resolution No. 1226, A Resolution Authorizing the Adoption of the Pikes Peak Regional Office of Emergency Management Multi-Jurisdiction Hazard Mitigation Plan. The motion was seconded by Councilor Latimer. The motion carried unanimously (6-0).

2. Consideration of Resolution No. 1426, A Resolution of the City of Manitou Springs City Council Approving a Memorandum of Understanding Concerning a Multi-Jurisdictional Land Management Collaboration in the Vicinity of The Ring-The-Peak Trail

City Administrator Howell introduced the proposed non-binding Memorandum of Understanding (MOU) regarding the Ring-the-Peak project. She explained that the Colorado State Wildlife Division had previously addressed questions during a work session and that the City Attorney had reviewed the agreement. City Administrator Howell stated that the MOU would allow the partnership to continue working toward the long-discussed Ring-the-Peak project and noted that a binding agreement is anticipated to return to Council within approximately one year.

Councilor Latimer moved to approve Resolution No. 1426, A Resolution of the City of Manitou Springs City Council Approving a Memorandum of Understanding Concerning a Multi-Jurisdictional Land Management Collaboration in the Vicinity of The Ring-The-Peak Trail. The motion was seconded by Councilor Wolfe. The motion carried unanimously (6-0).

## **I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE**

Mayor Pro Tem Chandler reminded everyone that City Council Open Mic Night is scheduled for Tuesday, May 26, 2026 at 5:00 PM and noted that the Public Services Director will be in attendance. She suggested that there be a discussion regarding how Open Mic Night feedback is handled during the next Open Mic Night.

Councilor Latimer shared that Colorado Springs Utilities and the Manitou Springs Fire Department recently hosted a wildfire mitigation program at the high school. She noted that the program included helpful information on FireWise landscaping practices and fire-resistant plant materials and provided handouts from the presentation. She added that it is City Clerk Week and recognized the City Clerk for her dedication and hard work.

## **J. CITY ADMINISTRATOR REPORT**

City Administrator Howell reported that due to the weather the Hiawatha Gardens Project has fallen a little behind schedule and the project will be worked on weekends to catch up. She also shared that the City has installed new parking signs with Quick Response (QR) codes. City Administrator Howell announced that Citizen's Academy Graduation is on Thursday, May 21, 2026, followed by a tree planting at the Library.

## **ADJOURN**

With no other items to discuss, Councilor Shada moved to adjourn the meeting. The motion was seconded by Councilor Latimer. The motion carried unanimously (6-0). The meeting adjourned at 8:03 PM.

Attest:

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Natalie Johnson, Mayor

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Elena Krebs, City Clerk

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## Memorandum

Title: Resolution No. 1526, A Resolution of the City Council of the City of Manitou Springs, Colorado, Appointing a Council Member to Serve as Liaison to The Manitou Springs Metropolitan District

From: Elena Krebs, City Clerk

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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June 2, 2026

### **Purpose:**

To formalize the City Council's prior consensus to appoint Councilor Nassif to serve as liaison to the Manitou Springs Metropolitan District.

### **Background:**

This resolution ensures the appointment is formally documented and reflected in Council records. The appointed Councilor will serve as the Metro District's liaison through the remainder of the year.

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.

### **Recommended Action:**

Adopt Resolution No. 1526, a resolution of the City of Manitou Springs, Colorado, appointing a council member to serve as liaison to the Manitou Springs Metropolitan District through the approval of the consent calendar.

**A Resolution of the City Council of the City of Manitou Springs,  
Colorado, Appointing A Council Member To Serve As Liaison to  
The Manitou Springs Metropolitan District**

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**Whereas**, Section 2.60.040 of the City of Manitou Springs Municipal Code requires the Mayor and City Council to appoint liaison assignments at the first regular meeting in January of each year; and

**Whereas**, a Council Liaison was not appointed to the Manitou Springs Metropolitan District; and

**Whereas**, the Manitou Springs Metropolitan District has requested that the City Council designate a council member to serve as a liaison; and

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

**Section 1:**

Councilmember Nate Nassif is hereby appointed to serve as the City Council Liaison to the Manitou Springs Metropolitan District for the remainder of this calendar year.

*Adopted at the meeting of the Manitou Springs City Council, Colorado, on this 2nd day of June 2026, effective immediately.*

Attest:

Mayor and Council:

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Elena Krebs, City Clerk

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Natalie Johnson, Mayor



## Memorandum

Title: Approval of Filanc Change Order No 5 for the Water Treatment Plant Improvements 2024 project

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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June 2, 2026

### **Purpose:**

City Council to approve Change Order number 5 for the Filanc contract. The Change Order is to remove and replace the flow control valve and actuator which provides supply to the City's potable water storage tanks and distribution system. The existing valve is many years old, no less than 45 years, and does not permit reasonably precise control to regulate water treatment plant throughput in relation to system demand. In addition, the drain valve on Mesa Tank No. 1 (the largest tank) is inoperable and requires replacement.

### **Background:**

The Water Treatment Plant Improvements – 2024 project includes rehabilitation of the coatings and other items in the City's Mesa Water Tank No. 1. This includes various control valves which permit control of the rate of flow into the City's distribution system including the storage tanks and the throughput at the water treatment plant. It also includes replacement of an inoperable valve which is required when the tank requires draining. It is also necessary to install a temporary drain valve (2" diameter) on an existing pipe to manage leakage from an existing valve and permit renewal replacement of a tank bypass valve required to comply with State of Colorado Design Criteria.

### **Fiscal Impact:**

Approval of Change Order No. Five (5) to the contract between the City and Filanc Construction will increase the contract amount by \$101,313.00. Based on the evaluation of the use of Drinking Water Revolving Fund loan monies, this amount can be funded from the existing loan proceeds and maintain the basic scope of work in the project.

### **Workload Impact:**

Installation of this valve and actuator requires that the treated water transmission line between the water treatment plant and the City's water storage tanks be removed from service during the time it takes to remove the existing valve assembly and install the new valve assembly. With proper prior planning between the Contractor and the water



treatment plant operators, the time that the transmission line may be out of service can reasonably be limited to 12 hours or less. With the full water treatment plant improvement project to be accomplished after September 15, 2026, the maximum water in storage of 3.1 million gallons is deemed to be sufficient for normal City demand at that time of year to permit removal of the existing valve and the installation of the new valve assembly. Water treatment plant operators should be permitted to maintain normal operation schedules, particularly with enhanced remote control of the treatment plant operations. The replacement of the drain valve must be done when Mesa Tank No. 1 is out of service. It is presently out of service until June 26, 2026.

**Recommended Action:**

Approve the Change Order No. Five (5) to the contract between Filanc Construction and the City for the Water Treatment Plant Improvements through the approval of the consent calendar.

**CHANGE ORDER**

Order No.: Five (5)

Date: June 2, 2026

Agreement Date: October 1, 2024

Name of Project: Water Treatment Plant Improvements-2024

Owner: City of Manitou Springs

Contractor: Filanc Construction

The following changes are hereby made to the CONTRACT DOCUMENTS: Refer to ESI No.12. See Following Page.

Justification: See Following Pages

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$1,689,634.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$2,032,849.00

The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by: \$101,313.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$2,134,162.00

Change to CONTRACT TIME:

The CONTRACT TIME for Bid Schedule 1 will be INCREASED by 126 calendar days for work included in this Change Order.

The date for completion of all work in the scope of Bid Schedule 1 will be October 9, 2026

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS

Requested by: \_\_\_\_\_ City of Manitou Springs

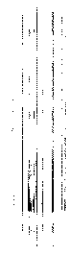
Recommended by: Roger J Sams, P.E. Digitally signed by Roger J Sams, P.E.  
DN: CN = Roger J Sams, P.E., email = rsams@mseng.com O = US O = GMS, Inc.  
Date: 2024.05.27 09:59:47 -0600 \_\_\_\_\_ GMS, Inc.

Ordered by: \_\_\_\_\_ City of Manitou Springs

Accepted by: Dennis Van Auken Digitally signed by Dennis Van Auken  
DN: CN = Dennis Van Auken, email = dvauken@filanc.com, O = Filanc Construction, OU = Senior Project Manager 1, CN = Dennis Van Auken  
Date: 2024.05.27 10:13:45 -0600 \_\_\_\_\_ Filanc Construction

Federal Agency Approval (where applicable) \_\_\_\_\_

**CHANGE ORDER NO. FIVE (5)  
CITY OF MANITOU SPRINGS  
WATER TREATMENT FACILITY IMPROVEMENTS - 2024**



**A. ADDITIONAL WORK**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	<b>ADD</b> labor, equipment, and materials to Bid Schedule 1 scope for work to remove and replace Mesa Tank inlet flow control valve and modulating actuator including electrical, controls and flood sensor (as described in ENGINEER'S SUPPLEMENTAL INSTRUCTIONS NO. 6, as modified via email).			
	<ul style="list-style-type: none"> <li>a. Justification: The original Mesa Tank inlet flow control valve is in need of replacement due to its age and condition. The existing valve does not permit reasonably precise flow control into the water storage tanks and distribution system. A new, properly sized control valve will provide the water operators better flow control of the water treatment plant.</li> <li>b. Cost: Summary proposal as submitted by the Contractor May 19, 2026; net change in cost of the Bid Schedule 1 scope of work is a net INCREASE. Refer to Attachment A.</li> </ul>	1 LS	\$77,313.00	\$77,313.00
2.	<b>ADD</b> labor, equipment, and materials to Bid Schedule 1 scope of work to remove and replace Mesa Tank drain valve with gate valve, stem extension and valve box; remove and dispose of existing CSP manhole; furnish and install 2" tap on 16" finished water piping at tank site to control valve leakage during valve vault rehabilitation. (as described in ENGINEER'S SUPPLEMENTAL INSTRUCTIONS NO. 013, as modified via email).			
	<ul style="list-style-type: none"> <li>a. Justification: The original Mesa Tank drain valve is inoperable and needs to be replaced to accommodate storage tank operations.</li> <li>b. Cost: Not to Exceed Allowance for scope of work established in ESI 013; this DOES NOT include altitude valve vault line valve replacement also shown in ESI 013.; change in cost of the Bid Schedule 1 scope of work is a net INCREASE.</li> </ul>	1 LS	\$24,000.00	\$24,000.00
<b>TOTAL AMOUNT OF CHANGE ORDER NO. FIVE (5)</b>				<b>\$101,313.00</b>



## Memorandum

Title: Approval of Contract with Concrete Experts for El Paso County CDBG funded project Pawnee ADA & Stormdrainage Improvements

From: Ben Schmitt, Public Services Director and John B. Chavez, Consultant Project Manager

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

June 2, 2026

### **Purpose:**

City Council to approve Contract with Concrete Experts for El Paso County CDBG funded project Pawnee ADA & Stormdrainage Improvements.

### **Background:**

In October 2025, the City of Manitou Springs was awarded a no-match \$175,000 Community Development Block Grant (CDBG) by El Paso County for sidewalk and drainage improvements on Pawnee Avenue. The purpose of the project is to add a new American with Disabilities Act (ADA) compliant sidewalk and curb and gutter to the west side of Pawnee Avenue from Midland Avenue to Prospect Place. The project will enhance pedestrian safety and ensure ADA accessibility for residents and visitors to the nearby elementary school and recently renovated Carnegie Hall Library, as well as improve drainage in the area from water runoff and snow melts.

The City engaged in a Request for Bids (RFB) on the project in early May and received bids from two local companies. The lowest bid contained concrete sidewalk rates that were a factor of 10 lower than the current customary rate and were determined to be unreasonably low and most likely an error. To avoid any future change orders of additional rates, staff decided to proceed with the more detailed and thorough bid even though it's higher.

The construction on this project is scheduled to occur while the nearby Manitou Springs Elementary School is out for summer session; scheduled for completion before school starts in August.

### **Fiscal Impact:**

\$142,977 - fully funded by El Paso County CDBG no-match grant of \$175,000



**Workload Impact:**

Minimal impact on City staff. Project management and oversight will be covered by contract consultant project manager John Chavez.

**Recommended Action:**

Approve the contract between Concrete Experts LLC and the City for construction services for the CDBG Pawnee Ave project through the approval of the consent calendar.

## **AGREEMENT FOR GENERAL SERVICES (Federal Funds)**

THIS AGREEMENT FOR GENERAL SERVICES (Federal Funds) is made and entered into this 2nd day of June 2026, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and Concrete Experts LLC, an independent contractor with a principal place of business at 1160 Valley St., Colorado Springs, CO 80915; and phone number of 719-382-5777 ("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. The City intends to pay Contractor, in part or wholly, with federal funds, and, as such, Contractor shall fully cooperate and comply with the federally mandated obligations described or reasonably implied from the Federal Compliance Requirements set forth hereto in **Exhibits B and C**, Federal Compliance Requirements.

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

### **II. COMMENCEMENT AND COMPLETION OF WORK**

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

### **III. COMPENSATION**

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor an amount not to exceed **one hundred forty two thousand nine hundred seventy seven dollars (\$142,977.00)**. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

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

C. Final payment will be made after all documentation is received by the City, including, but not limited to required documentation for projects funded by grants or federal loans and 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. 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 the Contractor shall be assessed a fine of One Hundred Dollars (\$100) per day for each day the violation occurs. In addition, the City may cause the cleanup to be performed by others at the 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 the Contractor, the Contractor shall be assessed One Hundred Dollars (\$100) per day or Five Hundred Dollars (\$500) per day if the Not to Exceed amount for this Agreement is over Ninety-nine Thousand Dollars (\$99,000).

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

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

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

## **VI. CONTRACTOR RESPONSIBILITY**

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

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

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

## **VII. INDEPENDENT CONTRACTOR**

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

## **VIII. INSURANCE AND BONDS**

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

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate naming the City and the City's officers, employees, and 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. The certificate of insurance shall identify the City as additionally insured; bond certificates shall include the City; and Contractor shall provide that the coverages and/or bonds afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy, bonds, and any endorsement thereto. The City must have all certificates and bonds on file prior to start of any project.

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

## **IX. INDEMNIFICATION**

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

## **X. TERMINATION AND REMEDIES**

A. Contractor shall have an active SAM.gov registration from contract execution to project closeout. Agreement shall terminate when all the work described in the Scope of Services is completed to the City's satisfaction, or upon the City providing 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 Consultant at the time of termination exceeds the expense of finishing the project, such excess shall be paid to Contractor, but if such expense exceeds such unpaid balance, the Contractor shall upon demand pay the difference to the City.

## **XI. FEDERAL COMPLIANCE REQUIREMENTS**

### **A. Equal Employment Opportunity compliance**

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action includes but not limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts

in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor shall include the provisions of this Section X.A, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, in order that each of the foregoing provisions shall be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**B. HUD assistance or HUD-assisted projects compliance. HUD Form 4010 and HUD 92554 is attached hereto as Exhibit B and Exhibit D and incorporated herein by this reference, and Contractor agrees to comply with the provisions contained therein. In addition, the following provisions shall apply to this Agreement:**

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section X.B. clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. Contractor agrees to include this Section X.B. clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section X.B. clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR part 135.

6. The parties acknowledge that noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**C. Davis-Bacon Act and Copeland Anti-Kickback Act compliance. See attached HUD Form 4010 (Exhibit B) and Chapter 3 DAVIS-BACON WAGE DECISIONS from Handbook 1344.1, attached hereto as Exhibit C. In addition, Contractor will provide to the City at the time of execution of this Agreement, the most recent wage determination applicable to this Agreement.**

**D. Contract Work Hours and Safety Standards Act compliance. See attached HUD Form 4010 (Exhibit B).**

**E. Clean Air Act and Clean Water Act compliance. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

**F. Energy Efficiency Standards compliance. If applicable, Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.**

**G. Debarment / Suspension compliance.** By execution of this Agreement, Contractor represents that it is not a party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). Contractor further represents it is not otherwise excluded or declared ineligible for award of federal funds under any other statutory or regulatory authority.

**H. Byrd Anti-Lobbying Amendment compliance.** If this Agreement includes compensation of \$100,000 or more, Contractor shall file the certification required for compliance with the Byrd Anti-Lobbying Amendment, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**I. Procurement of recovered materials.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**J. Right to inventions made under the Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and involves Contractor's performance of experimental, developmental, or research work, the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations apply

## **XII. MISCELLANEOUS**

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

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

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

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

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

To the City at: jchavez@manitouspringsco.gov

To Consultant at: brock@concreteexpertsllc.net

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

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

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

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

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

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

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

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

**CITY OF MANITOU SPRINGS, COLORADO**

\_\_\_\_\_  
(Printed name and title of City Official)

ATTEST:

\_\_\_\_\_  
Office of the City Clerk

**CONTRACTOR**

  
\_\_\_\_\_

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

The foregoing Agreement for General Services (Federal Funds) was subscribed, sworn to and acknowledged before me this 26<sup>th</sup> day of May, 2026 by Brock Grell, as managing member of Concrete Experts, LLC.

My commission expires: 6/10/2026

(SEAL)

  
\_\_\_\_\_

Notary Public

Eve Marie Wolter  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20224022876  
MY COMMISSION EXPIRES 06/10/2026

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Sidewalk services: Provide removal and replacement of sidewalk as shown below. Remove all waste concrete. Construct the new sidewalk according to the Manitou Municipal Code Section 12. All constructed sidewalks and ramps must meet Public Right-of-way Accessibility Guidelines (PROWAG) requirements. Payments for concrete will be based on measured square feet of concrete placed. Curb ramp design shall follow the latest edition of the City of Colorado Springs (COS) curb ramp details.

Street Curb & Gutter Service: Construct curbs & gutters as detailed below. Gutter construction is one of two types as detailed below. The specifications are COS Curb Gutter and Curb Ramp

**[For details, see the attached Scope of Work, dated June 2026, consisting of two (2) pages in total].**

# Scope of Services – Pawnee Ave ADA Sidewalks & Storm Drainage Improvements

**General Description:** The selected contractor shall be capable of providing a broad range of knowledge and competence in sidewalk and roadway construction for the roads below.

Contractor will provide the following items in quantities provided below. This project is a sidewalk and gutter install along Pawnee Avenue in Manitou Springs, CO. Much of the work will require to be field fitted to the terrain it is on.

**A. Sidewalk services:** Provide removal and replacement of sidewalk as shown below. Remove all waste concrete. Construct the new sidewalk according to the Manitou Municipal Code Section 12. All constructed sidewalks and ramps must meet Public Right-of-way Accessibility Guidelines (PROWAG) requirements. Payments for concrete will be based on measured square feet of concrete placed. Curb ramp design shall follow the latest edition of the City of Colorado Springs (COS) curb ramp details.

**B. Street Curb & Gutter Service:** Construct curbs & gutters as detailed below. Gutter construction is one of two types as detailed below. The specifications are COS Curb Gutter and Curb Ramp (provided as **Attachment D**).

Item	Measure	Estimated Quantity
Sidewalk 4"	SF	452
Sidewalk 6"	SF	492
ADA Curb Ramp (COS Detail 3B)	SF	75
Curb and Gutter (COS Type 2)	LF	235
Chase Drain (COS Standard)	each	1
Paving	SY	240

Specification for City of Colorado Springs (COS) sidewalk, curb and gutter, and curb ramp are included for reference only for that bid item.

**C. Other items to be considered in Anticipated Scope of Services and responses:**

1. The Contractor will provide project costs for crews and equipment, anticipated mobilization time, and anticipated project completion time.
2. The Contractor is responsible for providing all materials and equipment necessary for fabrication, construction, and/or installation of this project.

3. All waste shall be disposed of by the Contractor.
4. The Contractor is responsible for damages, inside or outside the project area.
5. The Contractor is responsible for their own confined space, roadway, and trenching safety procedures.
6. No work shall be done between the hours of 5:30 PM and 7:00 AM, nor at any time on Saturday, Sunday, or holidays, except with the written permission of the city or in the case of an emergency
7. Contractor is responsible for all Traffic control and related traffic control permitting related to the project, and it shall be incidental to the project.
8. The contractor is responsible for clean-up and disposal of waste for all areas daily.
9. Contractor will be available to meet with City within 1 business day as required by the city.
10. All placements must be measured and agreed upon with the contractor and city daily and documented using CDOT daily diary form 103.
11. All manholes and valves shall be adjusted as needed by the Contractor; the Contractor will provide any and all grade rings and adjustment shall be incidental to the project.
12. Soft or unstable subgrade shall be removed and replaced as needed, and identified by the City, and will be paid for by the City per cubic yard. Replaced subgrade shall be compacted and tested per City of Manitou Springs Specifications.
13. The Contractor shall notify all residents on each street at least 1 week in advance as to the date(s) and time construction will occur. Work shall be arranged in such a manner as to cause a minimum inconvenience to the public and abutting residents. Full street closures should be avoided.
14. The Contractor will give residents at least 24 hours' notice if access to their driveways will be blocked at any time.
15. All permitting is the responsibility of the contractor to obtain.
16. The above scope items are not all inclusive as others may be added based on funding availability. All work must adhere to relevant industry standards and codes, and all deliverables (plans, reports, maps, etc.) will become the property of the City.
17. This project requires Davis-Bacon Act wages.
18. This project will require American Iron and Steel (AIS) to be followed.
19. Buy America Build America Act required.
20. All bonding and insurance is incidental to the project and will not be paid for as a separate line item.
21. No work shall include federal excise taxes or state or local sales or use taxes.
22. All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be

included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.

23. Work shall be in accordance with the specifications contained in the Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the contractor shall include with its work a statement of compliance.

24. All work shall include a statement of standard warranty of the manufacturer.

*Remainder of page intentionally left blank.*

**EXHIBIT B**

**Form HUD-4010**

**(see following 5 pages)**

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

**(D)** The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

**(2) Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

**(i) Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

**(A)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: CO20260008 01/02/2026

Superseded General Decision Number: CO20250008

State: Colorado

Construction Type: Highway

Counties: El Paso, Pueblo and Teller Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date  
0 01/02/2026

ELEC0012-009 09/01/2025

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	16.06

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ELEC0113-009 06/01/2025

EL PASO AND TELLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.70	18.47

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ENGI0009-009 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Drill Rig Caisson (smaller than Watson 2500 and similar).....	\$ 35.20	15.20
(4)-Crane (50 tons and under).....	\$ 35.78	15.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons).	\$ 35.41	15.20
(6)-Crane (91-140 tons).....	\$ 37.34	15.20

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SUCO2011-003 09/15/2011

	Rates	Fringes
CARPENTER Excludes Form Work.....	\$ 24.15	6.25

Form Work Only

El Paso, Teller.....	\$ 19.06	5.84
Pueblo.....	\$ 19.00	5.88

CEMENT MASON/CONCRETE FINISHER

El Paso, Teller.....	\$ 17.36	3.00
Pueblo.....	\$ 17.74	3.00

FENCE ERECTOR.....\$ 13.02 3.20

GUARDRAIL INSTALLER.....\$ 12.89 3.20

HIGHWAY/PARKING LOT

STRIPING:Painter.....\$ 12.62 3.21

IRONWORKER, REINFORCING

(Excludes Guardrail Installation)

El Paso, Teller.....	\$ 20.49	1.65
Pueblo.....	\$ 16.69	5.45

IRONWORKER, STRUCTURAL

(Excludes Guardrail Installation).....

\$ 18.22 6.01

LABORER

Asphalt Raker.....	\$ 17.54	3.16
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65

Common or General

El Paso.....	\$ 17.05	3.69
Pueblo.....	\$ 16.29	4.25
Teller.....	\$ 16.88	3.61

Concrete Saw (Hand Held)....\$ 16.29 6.14

Landscape and Irrigation....\$ 12.26 3.16

Mason Tender-

Cement/Concrete.....\$ 16.29 4.25

Pipelayer.....\$ 18.72 3.24

Traffic Control (Flagger)...\$ 9.55 3.05

Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags)(Excludes

Flaggers).....\$ 12.43 3.22

PAINTER (Spray Only).....\$ 16.99 2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown.....\$ 22.67 8.72

Asphalt Paver.....\$ 21.50 3.50

Asphalt Roller

El Paso.....\$ 24.42 6.96

Pueblo.....\$ 23.67 9.22

Teller.....	\$ 24.42	6.96
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
El Paso.....	\$ 23.31	5.61
Pueblo.....	\$ 21.82	8.22
Teller.....	\$ 23.32	5.50
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
El Paso, Teller.....	\$ 23.43	8.04
Pueblo.....	\$ 23.47	9.22
Bulldozer		
El Paso.....	\$ 26.56	7.40
Pueblo, Teller.....	\$ 26.11	6.92
Drill.....	\$ 17.59	3.45
Forklift.....	\$ 15.91	4.68
Grader/Blade		
El Paso.....	\$ 22.83	8.72
Pueblo.....	\$ 23.25	6.98
Teller.....	\$ 23.22	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
El Paso.....	\$ 23.61	7.79
Pueblo.....	\$ 21.67	8.22
Teller.....	\$ 23.50	7.64
Mechanic		
El Paso.....	\$ 22.35	6.36
Pueblo.....	\$ 24.02	8.43
Teller.....	\$ 22.16	6.17
Oiler		
El Paso.....	\$ 23.29	7.48
Pueblo.....	\$ 23.13	7.01
Teller.....	\$ 22.68	7.11
Roller/Compactor (Dirt and Grade Compaction)		
El Paso.....	\$ 16.70	3.30
Pueblo, Teller.....	\$ 18.43	4.62
Rotomill.....	\$ 16.22	4.41
Scraper.....	\$ 24.28	4.83
Screed		
El Paso, Teller.....	\$ 25.22	5.74
Pueblo.....	\$ 23.67	9.22
Tractor.....	\$ 13.13	2.95

## TRUCK DRIVER

Distributor		
El Paso, Teller.....	\$ 17.98	3.97
Pueblo.....	\$ 18.35	3.85
Dump Truck		
El Paso, Teller.....	\$ 16.85	4.83
Pueblo.....	\$ 16.87	4.79
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.69	3.50
Multi-Purpose Specialty &		

Hoisting Truck.....	\$ 17.27	3.71
Pickup and Pilot Car.....	\$ 13.93	3.68
Semi/Trailer Truck.....	\$ 16.00	2.60
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
El Paso.....	\$ 17.24	4.15
Pueblo.....	\$ 20.93	4.98
Teller.....	\$ 17.31	4.07

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

"

**EXHIBIT C**

**Supplementary Conditions to the Construction Contract**

**HUD-92554\_ORCF**

**(see following 12 pages)**

## SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

### Article 1: Labor Standards

**A. Applicability.** The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

**B. Minimum Wages.** Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 (“**Administrator**”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### **3. Payrolls, records, and certifications.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on

the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

**6. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

**7. Contract termination and debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility.**

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

### **C. Contract Work Hours and Safety Standards Act.**

**1. Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

**2. Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

**3. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

**4. Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

**5. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

#### **D. Certification.**

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

### **Article 2: Equal Employment Opportunity**

**A. Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

**B.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

**C.** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

**D.** The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area**

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

#### **Article 4: Health and Safety**

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.



## Memorandum

Title: Approval of the Joint Funding Agreement with US Geological Survey for the Hydrogeologic Analysis of the Manitou Springs Aquifer

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

June 2, 2026

### **Purpose:**

Renew the Joint Funding Agreement with U.S. Geological Survey (USGS) for the pressure and groundwater-level measurements for six of the eight Mineral Springs Wells and one non-flowing well.

Monitoring includes field visits to collect pressure and groundwater levels occurring approximately every six weeks in Calendar Year 2026 (Federal Fiscal Year 2026) starting April 2026 through the end of FY27. All pressure transducer data will be adjusted to water levels using atmospheric pressure data collected with an In-Situ Barologger installed at Seven Minute Spring and corrected for drift using a digital pressure gauge, where applicable. Stratton and Williams Canyon Deep springs do not have ports to allow a real-time pressure measurement using a digital pressure gauge and are not able to be corrected for drift. Iron and Mansion springs are not corrected for drift, although a port for the digital gauge is available, due to varying pressure within short periods (less than one minute). All site information and groundwater-level data will be entered into NWIS database and will be publicly available.

### **Background:**

The USGS Colorado Water Science Center is part of the US Geological Survey (USGS) that focuses on water resources in Colorado. Their goal is to engage and work in cooperation with the communities and stakeholders so that they can provide water science that meets our needs. The monitoring of the Mineral Springs Aquifer in Williams Canyon comprises of the monitoring of groundwater and/or pressure at 6 of the flowing artesian wells (springs) in Manitou Springs, as well as one non-flowing well. The objectives of this project are to better understand the impacts of urbanization and to provide a basis for long-term monitoring of water resources in Manitou Springs. A USGS hydrologist or team is typically out collecting data every 6 weeks or so. The data associated with the spring monitoring is also available using the NWIS Mapper - [Water Resources of the United States—National Water Information System \(NWIS\) Mapper](#).



According to Mayo and Muller (1997), while the southern part of the aquifer is full and under artesian pressure, the potentiometric surface has decreased approximately 15 meters during the last 100 years as a result of flowing artesian wells. Additionally, many of the original spring locations in Manitou Springs have been urbanized, which has disrupted spring flow (Shomaker et al., 2011; Newman, 2021). The springs are an important water resource for the area as well as an asset for tourism, making them culturally and economically valuable to the City of Manitou Springs.

USGS is working cooperatively with the Mineral Springs Foundation and the City of Manitou Springs to maintain a pressure and groundwater-level network for the City. Continuous monitoring by the USGS began in 2020 at seven locations in Manitou Springs (Table 1). Six of the selected wells are instrumented with pressure transducers to measure and record continuous (hourly) pressure measurements. One non-flowing well is instrumented with a transducer to measure and record continuous (hourly) water-level measurements. The USGS began regular monitoring (every six weeks) starting July 2020. Non-vented In-Situ Level Troll 500 loggers were installed at the wellhead and programmed to collect pressure data every hour (In-Situ, Inc., 2023).

On February 3, 2026, the USGS team hosted an informative public meeting presenting an in-depth synopsis of the two USGS programs the City of Manitou Springs participates in: Williams Canyon Flood Monitoring and Mineral Springs Aquifer Monitoring. The video of this public meeting is available here: <https://youtu.be/MKtpd8UxdRQ>

After the informative public meeting, City of Manitou Springs staff and members of the Mineral Springs Foundation met and agreed on the need to move forward with the Aquifer Monitoring and requests that City Council approve the Joint Funding Agreement with USGS.



**Table 1.** Flowing well identification, location information, and aquifer units for Manitou Springs USGS study sites.

USGS Station ID	Site Name	Latitude	Longitude	Elevation (ft)	Well Depth (ft)	Hole Depth (ft)
385131104544201	Seven Minute Spring	38°51'31"	104°54'42"	6,313	500	500
385134104550601	Wheeler Spring	38°51'34"	104°55'06"	6,343	148	151
385155104550301	Williams Canyon (Deep)	38°51'55"	104°55'03"	6,510	275	275
385155104550302	Williams Canyon (Shallow)	38°51'55"	104°55'03"	6,510	65	65
385132104551001	Stratton Spring	38°51'32"	104°55'10"	6,354	35	283
385124104554201	Iron Spring	38°51'24"	104°55'42"	6,482	145	285
385128104544701	Mansions Spring	38°51'28"	104°54'47"	6,291	177	280

There are concerns related to the long-term sustainability of the groundwater resources of the Manitou Springs aquifer within Manitou Springs, and the City of Manitou Springs and the Mineral Springs Foundation require high-quality groundwater and pressure data to aid in water resource management decisions.

**Fiscal Impact:**

\$56,600 from the Mineral Springs Fountain allocation line item out of Public Works General Fund.

**Workload Impact:**

Minimal - Monitoring is performed by the USGS team.

**Recommended Action:**

Approve the Joint Funding Agreement with US Geological Survey for the Hydrogeologic Analysis of the Manitou Springs Aquifer through the approval of the consent calendar.

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 600006831  
Agreement No: 26REJFACO 044  
Project No:  
TIN #: 980411500

Fixed Cost  
Agreement

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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THIS AGREEMENT is entered into as of the **7th of April, 2026** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Manitou Springs**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations, **Hydrogeologic Analysis of the Manitou Springs Aquifer, Manitou Springs, CO, 2026-2027**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of **\$0.00**.
  - (a) **\$31,000** by the party of the first part during the period **April 7, 2026 to September 30, 2027**
  - (b) **\$56,600** by the party of the second part during the period **April 7, 2026 to September 30, 2027**
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
**\$0** Description of USGS regional/national program: **NA**
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).
9. Billing for this agreement will be rendered **Quarterly**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 600006831  
Agreement No: 26REJFACO 044  
Project No:  
TIN #: 980411500

Fixed Cost  
Agreement

Yes  No

USGS Technical Point of Contact

Name: Kelli Palko  
Title: Hydrologist  
Address: Denver Federal Center Box 25046, MS 415  
City/State/Zip: Denver, CO 80225  
Telephone: 828-455-5107  
Fax:  
Email: kpalko@usgs.gov

Customer Technical Point of Contact

Name: Brian Cunningham  
Title: Utilities Manager, City of Manitou Springs  
Address: 606 Manitou Avenue  
City/State/Zip: Manitou Springs, CO 80829  
Telephone: 719-685-7846  
Fax:  
Email: bcunningham@manitouspringsco.gov

USGS Billing Point of Contact

Name: Meghan Patterson  
Title: Budget Analyst  
Address: Denver Federal Center Box 25046, MS 415  
City/State/Zip: Denver, CO 80225  
Telephone: 720-456-5081  
Fax: 303-236-4912  
Email: mpatterson@usgs.gov

Customer Billing Point of Contact

Name: Alicia Stoke  
Title: Sr Administrative Assistant, City of Manitou Springs  
Address: 606 Manitou Avenue  
City/State/Zip: Manitou Springs, CO 80829  
Telephone: 719-685-2610  
Fax:  
Email: astoke@manitouspringsco.gov

U.S. Geological Survey  
United States  
Department of Interior

City of Manitou Springs

SIGNATURE

SIGNATURES

KENNETH LEIB

Digitally signed by KENNETH  
LEIB  
Date: 2026.05.07 14:40:02  
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By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: (Acting For) Matt Ely  
Title: Director, COWSC, USGS

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Natalie Johnson  
Title: Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:



# United States Department of the Interior

U. S. GEOLOGICAL SURVEY  
Water Mission Area  
Colorado Water Science Center  
Box 25046 MS 415  
Denver Federal Center  
Denver, CO 80225

Brian Cunningham  
Utilities Manager  
City of Manitou Springs  
606 Manitou Avenue  
Manitou Springs, Colorado 80829

April 7, 2026

Dear Mr. Cunningham:

Please find attached the Joint Funding Agreement 26REJFACO 044 between the City of Manitou Springs and the U.S. Geological Survey (USGS) for the period of April 7, 2026 to September 30, 2027. The JFA, which covers the **Hydrogeologic Analysis of the Manitou Springs Aquifer, Manitou Springs, CO, 2026-2027**, is in the amount of \$87,600 -- \$56,600 to be provided by the City of Manitou Springs and \$31,000 provided in Cooperative Matching Funds by the U.S. Geological Survey.

City of Manitou Springs	USGS CMF	Total
\$56,600	\$31,000	\$87,600

If the agreement is satisfactory, please sign and return to Meghan Patterson at [mpatterson@usgs.gov](mailto:mpatterson@usgs.gov), Ken Leib at [kjleib@usgs.gov](mailto:kjleib@usgs.gov), and Meghan Bell at [mtbell@usgs.gov](mailto:mtbell@usgs.gov). USGS policy requires us to get approval from our Regional Director to conduct work without a signed agreement. To assist us in complying with this policy, we request that you return the signed agreement within two weeks. If this presents a hardship, please contact us. Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

Thank you for your support and participation in the USGS Cooperative Water Program. If you have questions, please feel free to contact me at 970-250-1744 or [kjleib@usgs.gov](mailto:kjleib@usgs.gov).

Sincerely,

**KENNETH LEIB** Digitally signed by KENNETH LEIB  
Date: 2026.05.07 14:40:39 -06'00'

Ken Leib  
Associate Director for Hydrologic Studies  
USGS, Colorado Water Science Center

Enclosures:  
Statement of Work  
Proposed 26REJFACO 044

U.S. GEOLOGICAL SURVEY  
WATER MISSION AREA  
SOUTHWEST REGION  
COLORADO WATER SCIENCE CENTER  
Statement of Work  
March 03, 2026

**1. TITLE**

**Hydrogeologic Analysis of the Manitou Springs Aquifer, Manitou Springs, CO, Federal Fiscal Year 2026-27**

**2. SUMMARY**

This project continues pressure and groundwater-level measurements for an established monitoring network in Manitou Springs, Colorado, for the remainder of Fiscal Year (FY26) and FY27. Eight bedrock springs, which are more strictly classified as flowing artesian wells, are encased in fountains located in Manitou Springs Historic District where visitors can drink the spring water from fountains throughout downtown. The U.S. Geological Survey (USGS) Colorado Water Science Center (COWSC), in cooperation with the City of Manitou Springs and the Mineral Springs Foundation, monitor groundwater and/or pressure measurements at six of the eight flowing artesian wells in the town, and one non-flowing well, to better understand the impacts of urbanization and provide a basis for long-term monitoring of water resources in Manitou Springs.

**3. BACKGROUND/INTRODUCTION**

Numerous springs and artesian wells discharge from the Manitou Springs aquifer in and around the City of Manitou Springs, Colorado (Shomaker Associates, Inc., 2011). There is a rich cultural and architectural history surrounding the 44 documented springs, the use of which was reported as early as 1820 (Shomaker & Associates, Inc., 2011). The springs are an important water resource for the area and an impetus for tourism making them cultural and economic assets to the City of Manitou Springs. The Mineral Springs Foundation and the City of Manitou Springs therefore conducted previous investigations of the Manitou Springs aquifer that included regional characterization of the hydrogeology, water-quality sampling and analysis of the springs, and continuous monitoring of pressure and temperature in selected wells and springs (Shomaker & Associates, 2011). According to Mayo and Muller (1997), while the southern part of the aquifer is full and under artesian pressure, the potentiometric surface has decreased about

15 meters during the last 100 years as a result of flowing artesian wells. Additionally, many of the original spring locations in Manitou Springs have been urbanized, which has disrupted spring flow (Shomaker et al., 2011; Newman, 2021). The springs are an important water resource for the area as well as an asset for tourism making them culturally and economically valuable to the city of Manitou Springs.

The USGS is working cooperatively with the Mineral Springs Foundation and the City of Manitou Springs to maintain a pressure and groundwater-level network for the town. Continuous monitoring by the USGS began in 2020 at seven locations in Manitou Springs (table 1). Six of the selected wells are instrumented with pressure transducers to measure and record continuous (hourly) pressure measurements. One non-flowing well is instrumented with a transducer to measure and record continuous (hourly) water-level measurements. The USGS began regular monitoring (every six weeks) starting July 2020. Non-vented In-Situ Level Troll 500 loggers were installed at the wellhead and programmed to collect pressure data every hour (In-Situ, Inc., 2023).

Table 1. Flowing well identification, location information, and aquifer units for Manitou Springs USGS study sites.

USGS Station ID	Site Name	Latitude	Longitude	Elevation (ft)	Well Depth (ft)	Hole Depth (ft)
385131104544201	Seven Minute Spring	38°51'31"	104°54'42"	6,313	500	500
385134104550601	Wheeler Spring	38°51'34"	104°55'06"	6,343	148	151
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385128104544701	Mansions Spring	38°51'28"	104°54'47"	6,291	177	280

#### **4. PROBLEM**

There are concerns related to the long-term sustainability of the groundwater resources of the Manitou Springs aquifer within Manitou Springs, and the City of Manitou Springs and the Mineral Springs Foundation require high-quality groundwater and pressure data to inform water resource management decisions.

The City of Manitou Springs and the Mineral Springs Foundation require high-quality groundwater and pressure data to inform water resource management decisions due to concerns related to the long-term sustainability of the groundwater resources of the Manitou Springs aquifer within Manitou Springs, CO.

#### **5. OBJECTIVES AND SCOPE**

The objective of this study is to continue monitoring and assess pressure and groundwater levels in the Manitou Springs aquifer in Manitou Springs, Colorado at an existing network of monitoring locations. As Task 1, the COWSC will monitor pressure at the six flowing wells and collect groundwater-level measurements at the one non-flowing well, quality assure the data, and make the data available to the public through the USGS National Water Information System (NWIS) database (<https://waterdata.usgs.gov/nwis>).

#### **6. APPROACH**

To accomplish the project objectives, the study will be implemented as one primary work task conducted through the end of the 2027 fiscal year.

##### **Task 1 - Continuous Pressure and Groundwater-Level Monitoring, 2026-2027**

Field visits to collect pressure and groundwater levels will occur approximately every six weeks in Calendar Year 2026 (Federal Fiscal Year 2026) starting April 2026 through the end of FY27. All pressure transducer data will be adjusted to water levels using atmospheric pressure data collected with an In-Situ Barologger installed at Seven Minute Spring and corrected for drift using a digital pressure gauge, where applicable. Stratton and Williams Canyon Deep springs do not have ports to allow a real-time pressure measurement using a digital pressure gauge and are not able to be corrected for drift. Iron and Mansion springs are not corrected for drift, although a port for the digital gauge is available, due to varying pressure within short periods (less than one minute). Groundwater-level measurements at the

non-flowing well will be made using a calibrated steel or electrical water-level tape, and methods will be in accordance with the Office of Groundwater Technical Procedures Manual (Cunningham and Schalk, 2011), as outlined in the USGS CWSC Ground-Water Activities Quality-Assurance Plan. All site information and groundwater-level data will be entered into NWIS database and will be publicly available.

## 7. REFERENCES

- Cunningham, W.L., and Schalk, C.W., comps., 2011, Groundwater technical procedures of the U.S. Geological Survey: U.S. Geological Survey Techniques and Methods 1–A1, 151 p. (available only online at <https://pubs.usgs.gov/tm/1a1/>).
- In-Situ Inc., 2023, Innovations in Water Monitoring Spec Sheet: In-Situ Inc., 2 p.: Fort Collins, Colo., accessed February 5, 2023, at [https://in-situ.com/pub/media/support/documents/LevelTROLL\\_Spec-Sheet\\_ltr\\_en\\_0723.pdf](https://in-situ.com/pub/media/support/documents/LevelTROLL_Spec-Sheet_ltr_en_0723.pdf).
- Mayo, A.L. and Muller, A.B., 1997, Low temperature diagenetic–metamorphic and magmatic contributions of external CO<sub>2</sub> gas to a shallow ground water system: *Journal of Hydrology*, v. 194, p. 286-304.
- Newman, C.P., 2021, Preliminary Analysis of Hydrologic and Geochemical Data to Guide Groundwater-Flow Model Development for Two Karst Aquifers in Colorado, U.S. Geological Survey Karst Interest Group Proceedings, Kuniandy, E.L., and Spangler, L.E., eds., October 19–20, 2021: U.S. Geological Survey Scientific Investigations Report 2020–5019, 147 p., <https://doi.org/10.3133/sir20205019>.
- Shomaker & Associates, Inc., 2011, Studies relating to the mineral springs, Manitou Springs, Colorado: unpublished manuscript prepared for Mineral Springs Foundation, Inc. and the City of Manitou Springs, Colorado.
- U.S. Geological Survey, 1998 to present, National field manual for the collection of water-quality data: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chaps A1-A9, 2 v., variously paginated.

## 8. TIMELINE (by Fiscal year (FY) and Calendar year (CY))

Workplan Element	FY2026			FY2027		
Calendar Year Quarters	Q2	Q3	Q4	Q1	Q2	Q3
	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep
Task 1 – Continuous Pressure and Groundwater-Level Monitoring, 2026-27	X	X	X	X	X	X

## I. FUNDING.

Project funding is listed below and is sourced from the City of Manitou Springs and USGS Cooperative Matching Funds (CMF) as shown below by task, Federal fiscal year (FY; October 1-September 30), and calendar year (CY, January 1-December 30).

### Total Project Funding Summary by Task

	<b>Task 1</b>
City of Manitou Springs	\$ 56,600
USGS CMF	\$ 31,000
<b>Total</b>	<b>\$ 87,600</b>

### Total Project Funding Summary by Fiscal Year

	<b>FY26</b>	<b>FY27</b>	<b>Total</b>
City of Manitou Springs	\$ 18,700	\$ 37,900	\$ 56,600
USGS CMF	\$ 20,500	\$ 10,500	\$ 31,000
<b>Total</b>	<b>\$ 39,200</b>	<b>\$ 48,400</b>	<b>\$ 87,600</b>



## Memorandum

Title: Pikes Peak Range Riders and Pikes Peak or Bust Rodeo Presented by Girls of the West

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

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June 2, 2026

### **Purpose:**

The representatives from The Girls of the West will be presenting this item to the city council.

### **Background:**

### **Fiscal Impact:**

None.

### **Workload Impact:**

None.

### **Recommended Action:**

This is for informational purposes only.



## Memorandum

Title: Consider Appointing Tom Lundgren to the City Planning Commission

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

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June 2, 2026

### **Purpose:**

For Council to consider appointing Tom Lundgren to serve as an Alternate Member of the City Planning Commission (CPC).

### **Background:**

Tom Lundgren has submitted an application and resume for the Council's consideration. CPC Chair Alan Delwiche has also submitted a letter of recommendation endorsing Lundgren's request.

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.

### **Recommended Action:**

Move to appoint Tom Lundgren as an Alternate Member of the City Planning Commission.

# Application for Board/Commission Membership

04/17/2026 10:58 AM (MDT)



## City of Manitou Springs

### Application for Board/Commission Membership

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

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

Which Board are you Applying For? City Planning Commission

Membership Requested • Alternate

Full Name Thomas J Lundgren

Street Address [Redacted]

City Manitou Springs

State CO

Zip Code 80829


Phone [Redacted]

Email [Redacted]

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

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

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

Please attach a resume:  Lundgren Application for Appointment to City Planning Commission, April 2026.docx

Date 04/17/2026

## **Application for Alternate Appointment to Manitou Springs City Planning Commission**

**Name:** Thomas J. Lundgren **Date:** 17 April 2026

**Address:** [REDACTED] **Telephone Number:** [REDACTED]  
Manitou Springs, CO 80829

**Residency:** Manitou Springs resident and home owner continuously since December 1978

**Education:** Bachelors and Masters Degrees in Engineering

**Occupation:** Program Director, Senior Systems Engineer, Kaman Sciences Corporation, Retired

**Expression of Interest:** I am interested in serving the City of Manitou Springs as an Alternate member of the Planning Commission, and respectfully request your consideration for this role. I believe the experience, expertise and availability I have to offer, fully qualify me for this position, and believe the following factors militate for my appointment to the Planning Commission:

1. **Commitment.** At this point in my life, I have the time, the energy and the desire to serve the City. I will come to all meetings having read and understood all background material provided for agenda items and, as necessary, I will devote the time needed to personally visit the sites that are the subject Planning Commission review and approval.
2. **Objective Decision Maker.** I am a clear, critical thinker who knows how to ask the tough questions, identify the relevant data and make objective decisions based on all of the salient information.
3. **Skilled Negotiator, Leader and Communicator.** I am adept at interacting with people, communicating both verbally and in writing, building effective teams, and negotiating win-win solutions. Prior to my retirement I led and managed a workforce of 650 professionals with annual sales in excess of \$125M, and have been intimately involved in countless successful contractual negotiations.
4. **Knowledge of Zoning Code.** Having studied and researched various aspects of Title 18 of the Manitou Springs Municipal Code (as well as other sections of the Code) for the past 20 years, I possess an extant knowledge and understanding of the Rainbow Vision Plan and the details of the Municipal Code that will allow me to hit the ground running.
5. **Engineering Knowledge.** I am a quantitative thinker who will be able to comprehend the technical aspects of City Planning Commission topics and I possess the rare ability to convey technically complex information to non-specialists in intelligible ways.
6. **Vision for the Future.** I want to help shape the future of Manitou Springs so that the City realizes its full potential. I am an effective proposal writer and will gladly volunteer my time to write proposals for Government grants and matching funds.
7. **Availability.** I am available today to start working in earnest for Manitou Springs.

**May 22, 2026**

Mayor Johnson and City Council,

I have reviewed Tom Lundgren's application and believe he is well qualified for appointment as an alternate member of the Planning Commission. Tom has attended several planning commission meetings and has met with me to discuss the expectations and responsibilities of this role. He has demonstrated a clear understanding of the commission's duties, including its quasi-judicial function and the limitations that come with the position.

I recommend Tom Lundgren for appointment as an alternate member of the Planning Commission.

**Sincerely,**

Alan Delwiche

Chair, Planning Commission



## Memorandum

Title: Consider Appointing Colton Berck to the City Planning Commission

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

---

June 2, 2026

### **Purpose:**

For Council to consider appointing Colton Berck to serve as an Alternate Member of the City Planning Commission (CPC).

### **Background:**

Colton Berck has submitted an application and resume for the Council's consideration. CPC Chair Alan Delwiche has also submitted a letter of recommendation endorsing Berck's request.

### **Fiscal Impact:**

None.

### **Workload Impact:**

Minimal.

### **Recommended Action:**

Move to appoint Colton Berck as an Alternate Member of the City Planning Commission.



## 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? Planning Commission

Membership Requested • Alternate

Full Name Colton Berck

Street Address [Redacted]

City Manitou Springs

State CO

Zip Code 80829

Phone [Redacted]

Email [Redacted]

Do you have any special interests? If so, please briefly provide details below: I am a professional planner with nearly 10 years of planning experience in small Colorado communities.

*Per City Charter 9.3: The Council shall not appoint to any Board or Commission any member of the immediate family of any Council Member. Immediate family shall be defined as spouse, parents, brothers, sisters, and children. (Amendment No. 8, adopted and approved January 14, 1975)*

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

Please attach a resume: Colton Berck 2026 Resume.pdf



# Colton Berck

[REDACTED], Manitou Springs 80829 | [REDACTED] | [REDACTED] | [linkedin.com/in/cberck](https://www.linkedin.com/in/cberck)

## OBJECTIVE

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Motivated and results-oriented professional seeking a role where I can leverage my experience to contribute to the success of the Town of Eagle. With a proven track record of communications management and community engagement, I am eager to apply my expertise and drive for excellence in a dynamic work environment.

## EXPERIENCE

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Teller County Government - Woodland Park, CO

July 2025 - Present

### Planning Director

- Directed overall operation and strategic vision of the Planning Department.
- Acted as county liaison with community stakeholders, elected officials, and the general public.
- Ensured development projects align with regulatory requirements and community needs.

Eagle County Government - Eagle, CO

May 2019 - July 2025

### Community Engagement Specialist & Associate Planner - Customer Service

- Spearheaded public engagement efforts including community meetings and outreach campaigns.
- Managed land use files and policy proposals, working with decision-makers, applicants, external agencies, and the public to navigate complex regulatory processes. Frequently handled high-profile and controversial cases.
- Administered customer service program to improve relationships with the public.
- Coordinated emergency messaging with public safety officials, leadership, and external agencies.
- Produced high quality deliverables including press releases, newsletters, and branding materials.

Town of Eagle Government - Eagle, CO

October 2017 - May 2019

### Assistant Planner

- Conducted development review and presented public hearings for dozens of land use files.
- Collaborated with cross-functional teams to reach consensus based solutions.
- Supported updates to Comprehensive Plan and Land Use Code.

## EDUCATION

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University of Nebraska Lincoln - Lincoln, NE

Graduated May 2017

### Masters Degree in Community and Regional Planning

### Bachelors Degree in Business Administration

- Minors in Communications and Economics

## SKILLS

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ArcGIS

Community Engagement

Conflict Resolution

Financial Planning

Data Analysis

Development Review

Relationship Building

Long Range Planning

Project Management

**May 22, 2026**

Mayor Johnson and City Council,

I have reviewed Colton Berck's application and believe he is well qualified for appointment as an alternate member of the Planning Commission. Colton has a strong background in planning, with experience primarily in smaller communities such as Manitou Springs. He understands the role and responsibilities of a planning commissioner and would be a thoughtful and effective addition to the commission.

I recommend Colton Berck for appointment as an alternate member of the Planning Commission.

**Sincerely,**

Alan Delwiche

Chair, Planning Commission



## Memorandum

Title: Consideration of Resolution No. 1326, A Resolution of the City Council of the City of Manitou Springs, Colorado, Supporting the Placement of Public Art within Colorado Department of Transportation Right-of-Way and Authorizing Staff to Pursue Necessary Permits

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 15 Minutes

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June 2, 2026

### **Purpose:**

The purpose of this item is to provide formal City Council support required by the Colorado Department of Transportation (CDOT) for the placement of public art within CDOT right-of-way. CDOT requires a governing body resolution demonstrating community support and public process prior to accepting a Special Use Permit application. This action allows staff to proceed with coordination, permitting, and agreement development necessary for installation of artwork in CDOT facilities.

### **Background:**

The City has been coordinating with community partners, including CRANE and local stakeholders, on opportunities to incorporate public art within CDOT facilities along Manitou Avenue in the CDOT right-of-way. Rather than a blanket approval, each art installation will be managed under CDOT's Special Use Permit Program so that the unique maintenance responsibilities and safety concerns of each installation can be addressed.

CDOT requires the following prior to approval of artwork in its right-of-way:

- A formal resolution from the local governing body supporting the project
- Demonstration of a public process and community input, which would be CRANE's approval through the typical documented application for installations.
- Submission of a Special Use Permit application with supporting documentation
- Execution of an Intergovernmental Agreement (IGA) defining maintenance responsibilities

All artwork must comply with CDOT guidelines, including:



- No impact to roadway function or user safety
- Placement outside of clear zones or adequately protected
- No interference with traffic control devices, sight distances, or operations
- Compliance with Americans with Disabilities Act (ADA) access requirements where applicable
- Durable materials and long-term maintenance plan requirements

The artwork sponsor (City or designated partner) is responsible for:

- Design, fabrication, and installation
- Ongoing inspection, maintenance, and graffiti removal
- Repair or removal if damaged or deemed unsafe by CDOT
- Full life cycle costs, including eventual removal

While this resolution provides blanket support for art, additional resolutions may be required by CDOT for future individual pieces if needed.

**Fiscal Impact:**

There is no direct fiscal impact associated with the approval of this resolution, other than City staff time spent on coordinating the Special Use Permit.

Future project costs (design, fabrication, installation, maintenance) will be borne by project sponsors, grants, or partner organizations, and will be identified through subsequent agreements and approvals.

**Workload Impact:**

Staff time will be required for:

- Coordination with CDOT and regional permit staff
- Review of design submittals and engineering documentation
- Negotiation of IGA and permit conditions
- Ongoing coordination with project partners

**Recommended Action:**

Move to adopt Resolution No. 1326, a resolution of the city council of the City of Manitou Springs, Colorado, supporting the placement of public art within Colorado



Department of Transportation right-of-way and authorizing staff to pursue necessary permits

**A Resolution of the City Council of the City of Manitou Springs,  
Colorado, Supporting the Placement of Public Art Within  
Colorado Department of Transportation Right-Of-Way and  
Authorizing Staff to Pursue Necessary Agreements and Permits**

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**Whereas**, the City of Manitou Springs desires to enhance public spaces and promote community identity, economic vitality, and cultural expression through the integration of public art within transportation corridors; and

**Whereas**, community partners, including Creative Alliance Manitou Springs (CRANE) and other stakeholders, have identified opportunities for artwork installation along Manitou Avenue within Colorado Department of Transportation (CDOT) facilities; and

**Whereas**, the proposed artwork locations include areas within CDOT right-of-way associated with U.S. Highway 24; and

**Whereas**, the City Council recognizes that CDOT requires demonstration of community support and a public process prior to consideration of artwork within its right-of-way;

**Whereas**, the City has engaged in coordination with community stakeholders and will continue to provide opportunities for public input consistent with CDOT expectations;

**Whereas**, the City acknowledges that all artwork within CDOT right-of-way must comply with the CDOT Guidelines for Integrating Artwork into CDOT Facilities, including but not limited to safety, design, construction, and maintenance requirements;

**Whereas**, said guidelines require that artwork shall not negatively impact roadway safety, shall be outside of clear zones or properly protected, shall not interfere with traffic control devices or operations, and shall be designed and maintained to ensure long-term durability and safety;

**Whereas**, installation of artwork within CDOT right-of-way requires a Special Use Permit application, execution of an Intergovernmental Agreement (IGA), and submission of technical design and maintenance documentation, including engineered plans where applicable;

**Whereas**, the City of Manitou Springs or its designated partner will be responsible for all costs associated with design, installation, maintenance, inspection, and removal of the artwork, and shall ensure compliance with permit conditions for the life of the installation;

**Whereas**, the City will ensure that artwork installation and maintenance activities are conducted in accordance with CDOT standards and do not interfere with transportation operations or maintenance activities;

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

**Section 1:**

The City Council supports the placement of public art within CDOT right-of-way along Manitou Avenue and associated transportation facilities, subject to all state and federal requirements.

**Section 2:**

The City Council affirms that the proposed artwork has been or will be subject to a public process allowing for community input consistent with CDOT requirements.

**Section 3:**

The City Council authorizes staff to coordinate with CDOT, community partners, and other stakeholders to advance design, permitting, and implementation of public art installations.

**Section 4:**

The City Council authorizes negotiation and execution of any necessary Intergovernmental Agreements, permits, and related documents with CDOT for the installation and maintenance of the artwork.

**Section 5:**

The City Council acknowledges that all proposed artwork must comply with applicable CDOT guidelines, including safety, design, construction, and maintenance requirements, and will be subject to final approval by CDOT.

*Adopted at the meeting of the Manitou Springs City Council, Colorado, on this 2<sup>nd</sup> day of June 2026, effective immediately.*

Attest:

Mayor and Council:

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Elena Krebs, City Clerk

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Natalie Johnson, Mayor



**COLORADO**  
Department of Transportation



# Guidelines for Integrating Artwork into the Colorado Department of Transportation (CDOT) Facilities

2024 Edition

## ACKNOWLEDGEMENTS

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**COLORADO**  
Department of Transportation

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## Acronyms

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<b>AADT</b>	Annual Average Daily Traffic
<b>AASHTO</b>	American Association of State Highway Transportation Officials
<b>ADA</b>	Americans with Disabilities Act
<b>CDOT</b>	Colorado Department of Transportation
<b>FHWA</b>	Federal Highway Administration
<b>IGA</b>	Intergovernmental Agreements
<b>MPH</b>	Miles per Hour
<b>MUTCD</b>	Manual on Uniform Traffic Control Devices
<b>PE</b>	Professional Engineer
<b>ROW</b>	Right-of-Way
<b>RTE</b>	Region Traffic Engineer

## Definitions

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<b>AADT</b>	The annual average two-way daily traffic volume. It represents the total traffic on a section for the year, divided by 365. It includes both weekday and weekend traffic volumes.
<b>Clear Zone</b>	An unobstructed, traversable roadside area that allows a driver to stop safely or regain control of a vehicle.
<b>Gore</b>	The area located between the main roadway and the ramp just beyond where the ramp branches from the main roadway.
<b>High Speed</b>	A facility with a posted speed greater than 45 mph.
<b>High Volume</b>	A facility classified as a F-W (Interstate System, Freeway Facilities), E-X (Expressway, Major Bypass), R-A (Regional Highway), NR-A (Non-Rural Principal Highway), F-R (Frontage Road) per the Access Category Classifications in the latest version of the <i>State of Colorado State Highway Access Code</i> . <sup>1</sup>
<b>Low Speed</b>	A facility with a posted speed of 45 mph or less.
<b>Low Volume</b>	A facility classified as a R-B (Rural Highway) per the Access Category Classifications in the latest version of the <i>State of Colorado State Highway Access Code</i> . <sup>1</sup>

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<sup>1</sup> The facility classification may be found on CDOT's Online Transportation Information System website (<https://dtdapps.coloradodot.info/otis/HighwayData>).

## Purpose

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Art and artistic design can help create useful and visually appealing urban spaces. Art has the ability to enrich Colorado's residents and visitors' quality of life, provide a sense of place, and add interest and vitality to the landscape. This guidance document covers integration of artistic treatments, artwork placed along highways or other structures, and freestanding artwork within CDOT'S Right of Way (ROW). This guidance emphasizes the importance of designs sensitive to nearby communities, the surrounding environment, and the safety of the traveling public. This document sets the minimum standards for CDOT's Region Traffic Engineers (RTE) to approve of and permit the installation of public artwork such that a safe and pleasing experience is maintained along highways for all users and neighboring communities.

## Application Process

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This document covers a wide variety of diverse art forms and art features, including but not limited to monuments, recognizable and abstract forms, graphic designs, sculptures, murals, and related architectural treatments, added to, or incorporated within highway ROW and on structures to enhance the public space. The design of all artwork must be coordinated with the aesthetic design of the highway system and all its parts. Primarily, the artwork must have no impact on the function of the highway and the safety of the public. This includes respecting the roadway circumstances, which includes but is not limited to, the clear zone, traffic control devices, vehicle, pedestrian and bicyclist safety, transportation facility users including ADA compliance and environment affected by the artwork.

Prior to submitting an application, the artwork must be sponsored by a local agency, vetted through a public process, and the application shall be accompanied by a resolution from the agency's governing body. The local agency should make all efforts to actively seek opportunities to collaborate with artists from diverse backgrounds, cultures, and perspectives. The resolution should state the agency's governing body request for the artwork within CDOT's ROW. The applicant shall submit a Special Use Permits Application (<https://www.codot.gov/business/permits/utilityspecialuse>) for incorporating artwork into transportation facilities to the appropriate CDOT Region Permit Manager. The application should contain the following:

1. Name and contact information of the artwork sponsor, designer(s), and structural engineer. Include information about individuals responsible for the tasks that must be undertaken to achieve the project's goals.
2. Scaled preliminary drawings, models, and presentation materials of the proposed artwork sufficient to communicate the design intent. The detailed plan set will include the following at minimum:
  - a. Scaled preliminary drawings of the proposed art installation. Include detailed plans and sections, including sketches, photographs, and additional narrative and attachments as needed.
  - b. Proposed location(s) showing the existing topography, highway name, cross streets, mile marker, latitude and longitude, and the dimensions and offsets to the ROW, edge of pavement, centerline, provided clear zone and the suggested clear zone per chapter 3 of the latest edition of AASHTO's Roadside Design Guide. Locations near sidewalks or bike paths must also include dimensions of the sidewalk or bike path and the horizontal and vertical clearance of artwork to the edge of sidewalk or bike path to ensure ADA compliance is met.
  - c. The proposed artwork's proximity to transportation facilities (roadway, bridge, rail, trail, etc.).
  - d. Proposed lighting and identification of source of electrical power, if applicable.
  - e. Known existing and proposed utilities in ROW and proximity to proposed artwork.
  - f. Known and proposed easements.
  - g. Proposed materials.

- h. Temporary Traffic Control Plans for installation. This should include Americans with Disabilities Act (ADA) compliant pedestrian traffic control.
      - i. Engineering calculations, including plan and details, should be signed, and stamped by a licensed Professional Engineer (PE) if the proposal includes freestanding art, new structures, foundations, or superficial modifications of existing CDOT structures.
- 3. A written description of the project requirements. Include the key components of project, such as:
  - a. The importance of the proposed artwork to the highway and/or community.
  - b. Description of the artwork.
  - c. Artist statement that includes the artistic vision and approach.
  - d. Where the artwork will be installed.
  - e. The integration of the artwork into the roadway and other highway elements.
  - f. Stages of design.
  - g. Existing and proposed facilities.
  - h. Target date for completion and all schedule requirements or constraints to meet target.
  - i. Budget estimate and sources of funding. Budget estimates should include cost of design, installation, maintenance, restoration, and removal for its projected lifespan.
  - j. Codes, regulations and required design reviews.
  - k. For corridors that have a Design Guidelines or Aesthetic Treatment Plan document in place. Please include a copy of the document and a statement that the artwork meets the guidelines.
  - l. Maintenance requirements and responsibilities. A maintenance plan that includes the following at a minimum:
    - i. The estimated life span of the artwork.
    - ii. Quality of paints, finishes, coatings, and other materials.
    - iii. A narrative identifying that the artwork will not be allowed to deteriorate, become visually unsightly or lose its essential artistic element and that it will be removed by the applicant if not properly maintained or if it has reached the end of its lifespan. The Region Traffic Engineer can make the determination on whether the art has deteriorated and should be removed.
    - iv. The artwork inspection schedules along with details on how the applicant will conduct repairs and restoration activities including graffiti removal.
    - v. Provisions for inspection of free-standing structures by qualified engineers at least every two years to assess the artwork for structural soundness and stability. This should include the tracking mechanism that will be used to ensure inspections are conducted.
    - vi. Necessary traffic control measures (if applicable) for regular maintenance activities.
    - vii. Details regarding necessary snow removal measures for accessing the art and the responsible party for these duties.
    - viii. Description and design of appurtenances such as lighting as well as how and who will maintain. This shall include who will own, pay for, and maintain any utilities serving the art installation.

Applications will be submitted to the Region Permit Manager for initial review and comment. The Permit Manager may convene a design evaluation team to assist in their evaluation. This team will consist of the

RTE, the CDOT Traffic Specifications & Standards Engineer, the CDOT Outdoor Advertising Manager and representatives from the CDOT Bridge Design & Management Branch, the CDOT Maintenance and Operations Branch, Property Management, and others, as needed. The Scenic Byway Manager should be included in the design evaluation team for artwork located on a Colorado Scenic and Historic Byway (<https://www.codot.gov/travel/colorado-byways>).

The RTE will have final approval authority to permit the artwork or art-related features within CDOT ROW. The Special Use Permit will contain provisions for State of Colorado and CDOT indemnification, including from the latest version of the Visual Artists Rights Act, and Certificates of Insurance for the artwork.

## Safety Requirements

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CDOT will use engineering judgment to determine whether the proposed artwork could be a safety hazard and/or distraction to transportation facility users. Artwork can be considered a safety hazard by reducing drivers' visibility, creating glare, having distracting elements, or being placed in the clear zone. Artwork should be placed outside of the clear zone or properly shielded with the proper guardrail and end sections.

Locations which invite or cause viewers to stop their vehicle to observe, photograph or stop and access the artwork on foot will not be approved unless a sidewalk is provided, and the applicant has proven and documented through an engineering study that the art is not a safety hazard for those accessing the site.

Public access is prohibited on high volume and high-speed facilities. The CDOT RTE may prohibit public access based on engineering judgement. If a public access to the artwork is allowed on a low volume and low speed facility, site access must meet the ADA requirements.

## Design Requirements

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All artwork should meet the following requirements:

1. Artwork must be located completely within the CDOT ROW. All construction and maintenance activities will be completed without access or egress from the traveled way on any Colorado state highway section where the posted speed is greater than 45 miles per hour, unless otherwise approved by the RTE. Artwork that would require access or egress from the interstate mainline section for construction or maintenance activities will not be approved.
2. Artwork will not be attached to bridge structures but will be harmoniously integrated with the architectural design of these structures. In general, artwork which meets the aesthetic requirements of the highway, or its components as specified in the respective corridor's Design Guidelines or Aesthetic Treatment Plan document may be approved. If specific guidance does not exist, Context Sensitive Solutions as defined by FHWA may be used<sup>2</sup>. Artwork which detracts from the visual quality or functionality of any highway feature will not be approved.
3. The local agency should make all efforts to ensure the following is met:
  - a. Artwork is thoughtfully integrated into the surrounding environment, considering unique characteristics, culture of the site and celebrates the diverse cultures and history of where it is located.
  - b. Artists and administrators should collaborate with surrounding cities and regions to ensure that artworks harmonize with the existing landscape, architecture, and community context through site visits, research, and community engagement.
  - c. The artwork's appearance and visual relationships with the surrounding environment should be considered. The Artwork which conflicts with local values or is determined to not be in the public interest will not be approved.

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<sup>2</sup> More information on Context Sensitive Solutions available at [https://www.fhwa.dot.gov/planning/css/what\\_is\\_css/](https://www.fhwa.dot.gov/planning/css/what_is_css/).

- d. Artwork should exhibit lasting qualities that are not subject to change within a short period of time.
  - e. Artwork must resist deterioration from environmental factors and allow for its preservation and care over time.
  - f. The local agency should do due diligence and follow up with local organizations and agencies to determine if other designations, criteria, or guidelines exist for the area, such as, historic districts, creative districts, designated Scenic Byways, etc.
4. As part of the application packet requirements listed above, the applicant must demonstrate that the proposed artwork will not compromise motorist safety, road and roadside functions or highway design standards. No public artwork features will be located within the clear zone for the design speed. In addition, the proposed artwork location must conform to the ADA design criteria, if applicable, for access.
5. The proposed artwork must:
- a. Be appropriate to its proposed setting and be in proper scale with its surroundings.
  - b. Be either a freestanding structure or integrated with an engineered transportation feature.
  - c. Located where maintenance can be safely performed and does not interfere with maintenance access.
  - d. Materials that are approved by CDOT and are durable for the projected lifespan and are vandal resistant.
  - e. Fully funded for its project lifespan, including the design, installation, maintenance, restoration, and removal
6. The proposed artwork will not:
- a. Become a public nuisance.
  - b. Exceed 24 feet in height.
  - c. Diminish the effectiveness of a sidewalk.
    - i. Any sidewalk overhead obstructions must have a minimum 10 ft vertical clearance and must not impinge on or restrict the adjacent walkway.
  - d. Distract or confuse facility users.
    - i. Use or simulate colors or a combination of colors reserved for official traffic control devices as described in section 1A.12 of the Manual on Uniform Traffic Control Devices. (<https://mutcd.fhwa.dot.gov/>).
    - ii. Imitate, obscure, or interfere with traffic control devices.
    - iii. Simulate movement or include moving elements.
    - iv. Flashing disks that simulate lighting.
    - v. Include reflective or glaring surface finishes.
    - vi. Include illumination (e.g., blinking, or intermittent lights) that impairs the vision of or distracts facility users. Other lighting may be permitted.
  - e. Expose observers to undue risk.
  - f. Be located on the gore or median areas of a limited access highway.
  - g. Be located so as to constitute an obstruction to navigation, restrict sight distances or visual site triangles.

- h. Display symbols or icons such as flags, logos, or commercial symbols deemed by CDOT as advertising or sponsorship (<https://www.codot.gov/programs/signs/assets/outdoor-advertising-manual>).
  - i. Display religious or anti-religious symbols, icons, or references.
  - j. Display political symbols or messaging. Only political boundary and identification signs that meet CDOT's latest version of Guide Signing Policies and Procedures shall be allowed (<https://www.codot.gov/safety/traffic-safety/assets/documents/colorado-guide-signing-policies-and-procedures-2021>).
  - k. Include water features.
  - l. Be placed on trees, rocks, or other natural features.
  - m. Adversely impact existing structures, drainage patterns, stormwater runoff quality, landscaping, or natural vegetation.
  - n. Involve painting of or on load-carrying, stress-bearing structural members. Paint used on structures should not fill or obscure cracks.
  - o. Hinder inspection of bridges, retaining walls, and other structures.
  - p. Include physical, structural modification of existing concrete or other surfaces.
  - q. Be placed in a way to hinder routine maintenance on existing 3rd party utility infrastructure installed inside the CDOT ROW.
  - r. Be spanning all or part of the highway or sidewalk.
7. Artwork that requires electricity will be evaluated for approval on a case-by-case basis by the RTE.
8. Non-traffic-related signs that may be permitted along highways, include Municipal Entrance Identification Signs within the ROW, Community Identification Signs off the ROW and Community Recognition Signs. Such signs will be reviewed by the appropriate RTE for conformance with the applicable rules.
9. Artwork must have technical plans signed and stamped by a licensed professional engineer registered in the State of Colorado demonstrating structural stability and the ability to withstand the necessary wind loads in accordance with the most current AASHTO design standards. Artwork should also be designed using long lasting materials and construction techniques which require minimal care and resist vandalism.
10. Artwork placed on highway structures (excluding bridges) will not be detrimental to the longevity of the structure. Neither will it unduly inhibit maintenance of the structure by restricting access to inspect, paint or perform other maintenance operations. Artwork placed on highway structures must have technical plans signed and stamped by a licensed professional engineer registered in the State of Colorado to assure the integrity of the structure is not compromised by the addition of the artwork.
11. Aesthetic treatments in crosswalks must meet FHWA's Interpretation Letter 3(09)-24(I) - Application of Colored Pavement ([https://mutcd.fhwa.dot.gov/resources/interpretations/3\\_09\\_24.htm](https://mutcd.fhwa.dot.gov/resources/interpretations/3_09_24.htm)).

## Construction Requirements

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Artwork must be constructed in accordance with a project work plan and developed as part of the process of negotiating intergovernmental agreements (IGA). Installation must comply with all Special Use Permit requirements, approved shop drawings and the latest edition of the CDOT's "Standard Specifications for Road and Bridge Construction." (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>).

Construction will not begin until a Special Use Permit is fully executed by the Region. Projects within the interstate ROW will require FHWA approval. The Permit will not be issued until the sponsor's local agency

ordinance or resolution, Special Use Permit, Certificates of Insurance, IGA, complete plans and specifications (including Traffic Control Plan) and other documentation required by RTE have been provided.

## **Maintenance/Inspection Requirements**

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The maintenance of the artwork is the responsibility of the Permittee throughout its lifecycle and must be placed in a location where the art may be easily and properly maintained. If additional sidewalk is required to access the artwork it will be the responsibility of the Permittee to maintain. In addition, its placement must allow for safe access for CDOT maintenance personnel and equipment to easily and properly maintain the transportation infrastructure, adjacent landscaping and any other maintenance activities required within the right of way. At no time should any maintenance activity interfere with traffic movements along the highway and construction activities.

In the case of artwork on transportation infrastructure, painting or other enhancements will not impair the structural integrity nor impede CDOT's ability to inspect and repair a structure. All paints, finishes, coatings, and other enhancements must be approved by RTE prior to their use. Artwork that requires its own structural support and the failure of the structural supports could cross the travel way should be assigned a structure number and be inspected every two years by the permittee. The permittee will submit the report to the Region Permit Manager.

Artwork damaged by vehicular collisions, vandalism, acts of nature or necessitated by maintenance operations or construction projects will be required to be repaired or removed by the artwork Permittee within 30 days of written notice. If the artwork permittee is unable to meet the 30 days written notice a work plan must be submitted to CDOT acknowledging CDOT's concerns and justifying the delay in repairing or removing. Damaged artwork that creates a safety issue must be repaired or removed by the artwork permittee as soon as possible. If the artwork is not repaired or removed as required, the artwork will be removed by CDOT or its agents without commitment for restoration or replacement. The artwork permittee will be responsible for all costs associated with the removal of the artwork and all facilities accessing the art. All graffiti will be removed by the artwork permittee within two business days of written notice from the RTE at no cost to CDOT. If the permittee is unable to remove graffiti within two business days, the sponsor must submit a work plan to the RTE for review acknowledging the notice and timeline of graffiti removal. The permittee must submit photo confirmation to the RTE once graffiti has been removed.

## **Modification and/or Removal**

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CDOT, in its sole discretion, reserves the right to remove artwork at the cost of the permittee from CDOT right of way for any reason, including but not limited to safety concerns, failure of applicant to maintain the artwork properly, deterioration of the artwork or surrounding area, or future CDOT construction or maintenance activities.

CDOT reserves the right to alter infrastructure, landscape, and other transportation elements near and adjacent to the artwork when required for the maintenance and operation of the transportation facility.

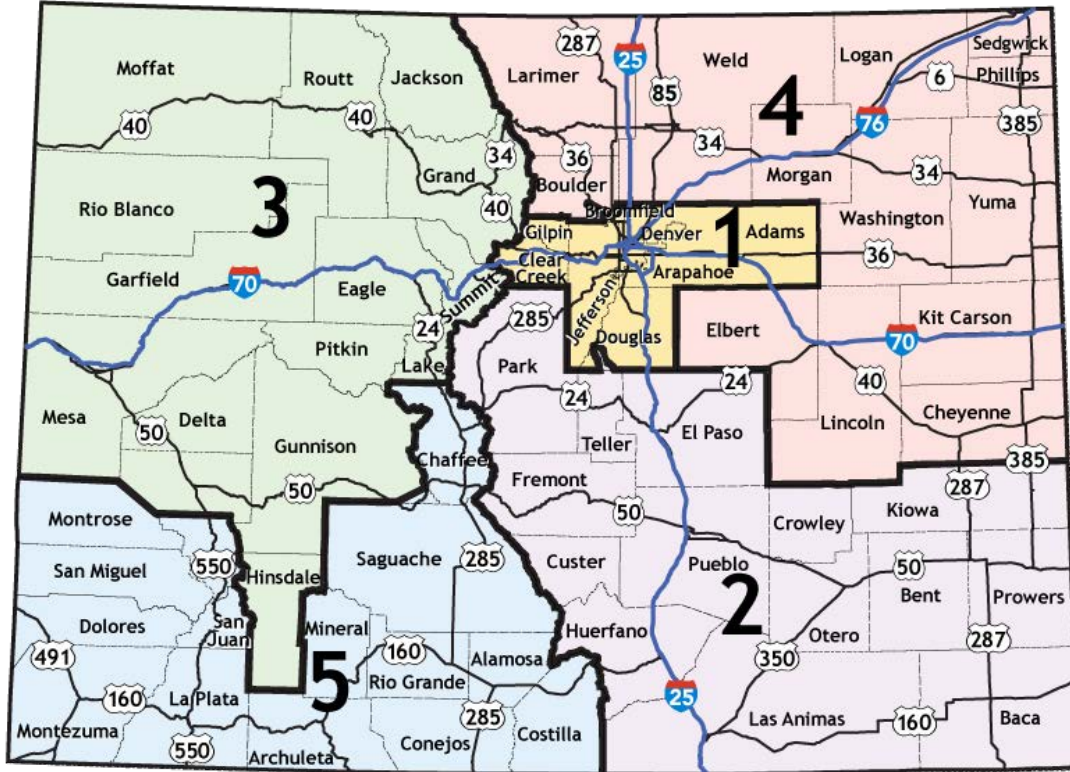
Prior to rebuilding or relocating any sidewalk to access the artwork the permittee shall coordinate with the RTE to determine if it should be removed or kept.

## **Approved Projects**

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The artwork sponsor will have sole responsibility for all of the costs involved with the design, installation, maintenance, and removal of approved artwork projects. When proposals are linked to aesthetic requirements of the highway by enhancing aesthetic or architectural design themes, the cost of the artwork and/or artistic treatments may be eligible for CDOT participation. Local Agency projects will need to follow all CDOT and FHWA requirements for these types of projects.

## CDOT Regional Boundary Map



Refer to CDOT’s Traffic Specifications and Standards Engineer regarding the publication or distribution of these guidelines at 303-757-9219. For all other questions, contact the region contact below.

### CDOT Region Contact Information

Region	Address	Phone Number
1	2829 W. Howard Pl. Denver, Colorado 80204	(303) 757-9891
2	5615 Will Blvd., Suite A Pueblo, Colorado 81008	(719) 562-5540
3	222 S. 6th Street Room 100 Grand Junction, Colorado 81501	(970) 683-6275
4	10601 W. 10th St. Greeley, Colorado 80634	(970) 302-4022
5	3803 N. Main Avenue, Suite 100 Durango, Colorado 81301	(970) 385-1453

# Appendix A. Artwork Examples

## Sculpture at US 340 Roundabout



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**Sculpture at I-70 & Horizon Drive Interchange**



**Mural at I-25 and Colorado Avenue Underpass**



**Mural at 6 and Federal Boulevard**



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**COLORADO**  
Department of Transportation



## Memorandum

Title: 2026 Art on the Avenue Review and Authorization  
From: CRANE- Audrey Gray, Executive Director; Farley McDonough, Board Chair  
To: Mayor and City Council  
CC: City Administrator Denise Howell  
Allocated Time: 10 Minutes

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June 2, 2026

### **Purpose:**

As established in the Memorandum of Understanding (MOU) between CRANE and the City, the Council is to review recommendations from CRANE for their annual Art on the Avenue selections.

### **Background:**

CRANE vets and organizes ongoing displays of art in public places throughout the City for the enjoyment of residents and visitors alike. Some pieces are permanent, while others are rotated periodically to promote variety and artistic exposure. As established in the MOU, these proposals have been publicized by request for public feedback, none of which has been negative. This year, CRANE has chosen five sculptures to install on 2-year contracts.

### **Fiscal Impact:**

This project is funded by MACH, with additional funding from the Pikes Peak Community Foundation art fund.

### **Workload Impact:**

CRANE will need assistance de-installing "Stumped" at the Serpentine Roundabout, and may require assistance with the new installation at that location.

### **Recommended Action:**

Approve the CRANE recommendations as presented.



# Art on the Avenue 2026

**CRANE**

These selections have been posted on CRANE's social media sites, and shared in the Living in 80829 and All About Manitou Springs groups to 100% positive feedback.

# Shoshone Pocket Park

## “Moon Woman” by Jacob Harvey

To be placed on the third raised pedestal behind the spring building. Requires no City help - CRANE’s contract welder will install with the artist’s assistance.





## Shoshone Pocket Park

“Dark Side of the Harlequin Moon” by Annette Coleman

To be placed on the large pedestal near the ramp. Requires no City help - CRANE and the artist will install.

“Sun to Moon Rotation” will be repaired and moved to Seven Minute Spring Park

# Cheyenne Spring

## “Spiral of Life” by Gregory Fields

To be placed on the small pedestal at the north east of the pocket park. Requires no City help - CRANE’s contract welder will install with the artist’s assistance.



# Seven Minute Spring

“The Death of John Tippet” by Joseph Butcher

To be placed on the small pedestal in the garden bed near the Gazebo in the park. Requires no City help - CRANE’s contract welder will install with the artist’s assistance.





## Serpentine Roundabout

“We are all Connected” by  
Tedd Amell

To be placed on the pedestal at the Serpentine Roundabout. We will need City assistance removing “Stumped”, and possibly need assistance moving “We Are All Connected” from a trailer onto the pedestal.