



MANITOU SPRINGS CITY COUNCIL REGULAR MEETING AGENDA

City Council meetings are held in hybrid form by Zoom
(remote) or in-person at Memorial Hall.

Memorial Hall

606 Manitou Avenue

Manitou Springs, CO 80829

Remote: www.manitouspringsgov.com; click on meeting
link under "Government; City Council" page

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

July 7, 2026

6:00 PM

THE CITY COUNCIL MAY TAKE ACTION ON ANY OF THE FOLLOWING AGENDA ITEMS AS PRESENTED OR MODIFIED PRIOR TO OR DURING THE MEETING, AND ITEMS NECESSARY TO EFFECTUATE THE AGENDA ITEMS

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

F. CONSENT CALENDAR

1. June 16, 2026 City Council Meeting Minutes
2. Approval of On-Call Professional Services Contract for WSB LLC
3. Approval of On-Call Professional Services Contract for Stantec
4. Consider Reappointing Alan Delwiche to the Urban Renewal Authority Board

G. PRESENTATION

1. Proclamation No. 1026, A Proclamation Designating July as Parks and Recreation Month

2. Community Budget Engagement Report

H. BUSINESS

1. First Reading of Ordinance No. 0626, An Ordinance of the City of Manitou Springs, Colorado, Amending Provisions of Title 10, Chapter 26, of the Manitou Springs Municipal Code Concerning Automated Vehicle Identification Systems

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

J. CITY ADMINISTRATOR REPORT

K. EXECUTIVE SESSION

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

ADJOURN

The City of Manitou Springs does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services or activities. Reasonable accommodation will be provided to ensure equal access to all. Individuals who would like to request auxiliary aids or services should contact the ADA Coordinator at (719) 685-5481 or jfryer@manitouspringsco.gov. You may also contact the City Clerk's Office at cityclerk@manitouspringsco.gov or (719) 685-2554. Please provide a minimum of 3-5 days advance notice.



Memorandum

Title: June 16, 2026 City Council Meeting Minutes

From: City Clerk's Office

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

July 7, 2026

Purpose:

To review and approve the meeting minutes from the June 16, 2026 City Council meeting.

Background:

The City Council met in regular session on June 16, 2026.

Fiscal Impact:

None.

Workload Impact:

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

Recommended Action:

Approve the June 16, 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
June 16, 2026

The City Council of Manitou Springs met in Regular Session on Tuesday, June 16, 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 Pro Tem Judith Chandler
Councilor Nathan Nassif
Councilor Carey Storm
Councilor Gloria Latimer

COUNCIL MEMBERS ABSENT FOR ROLL CALL:

Mayor Natalie Johnson (Excused)
Councilor John Shada (Excused)
Councilor Julie Wolfe (Excused)

A. CALL TO ORDER

Mayor Pro Tem Chandler called the meeting to order at 6:00 PM.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

All members of the City Council were present for roll call, except Councilors Wolfe and Shada, and Mayor Johnson.

D. APPROVAL OF AGENDA

Mayor Pro Tem Chandler explained that the City Council had anticipated that a quorum would be lost shortly into the meeting, therefore several of the later agenda item speakers were cancelled to be rescheduled for a future meeting. She added that the Council would not be entering executive session during the meeting.

Mayor Pro Tem Chandler moved to approve the agenda as amended to remove all items after item G3, Proclamation 0726. The motion was seconded by Councilor Storm. The motion carried unanimously (4-0).

E. PUBLIC COMMENT ON NON-AGENDA ITEMS

There was no public comment.

F. CONSENT CALENDAR

1. Presentation of Warrants
2. June 2, 2026 City Council Minutes
3. Authorization to Enter into an Agreement with Myers & Sons Construction, LLC for Construction Manager/General Contractor Services for Lovers Lane Creek Retaining Wall Replacement

Councilor Storm moved to approve the consent calendar as presented. The motion was seconded by Councilor Latimer. The motion carried unanimously (4-0).

G. PRESENTATION

1. Proclamation No. 0826, A Proclamation Recognizing June 19, 2026, as Juneteenth

Councilor Storm read Proclamation 0826 into the record recognizing June 19, 2026 as Juneteenth.

2. Proclamation No. 0926, A Proclamation to Recognize June as Pride Month

Councilor Latimer read Proclamation 0926 into the record, recognizing the month of June as Pride Month.

3. Proclamation No. 0726, A Proclamation Recognizing June 2026 as National Pollinator Month and June 22-28, 2026, as Pollinator Week

Mayor Pro Tem Chandler read Proclamation 0726 into the record, recognizing June as National Pollinator Month and June 22 through June 28, 2026 as Pollinator Week.

4. Visit Manitou Springs Q2 2026 Update

Note for the Record – This item was removed from the agenda during Section D, Approval of Agenda.

5. Community Budget Engagements Overview

Note for the Record – This item was removed from the agenda during Section D, Approval of Agenda.

6. Monthly Financial Report

Note for the Record – This item was removed from the agenda during Section D, Approval of Agenda.

H. BUSINESS

1. Consider Appointing Sean Warner to the City Planning Commission

Note for the Record – This item was removed from the agenda during Section D, Approval of Agenda.

I. RECEIVE OR ACT ON COUNCIL CORRESPONDENCE

Note for the Record – This section was removed from the agenda during Section D, Approval of Agenda.

J. CITY ADMINISTRATOR REPORT

Note for the Record – This section was removed from the agenda during Section D, Approval of Agenda.

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

Note for the Record – This item was removed from the agenda during Section D, Approval of Agenda.

ADJOURN

With no other items to discuss, Councilor Storm moved to adjourn the meeting. The motion was seconded by Councilor Latimer. The motion carried (4-0). The meeting adjourned at 6:14 PM.

Attest:

Natalie Johnson, Mayor

Elena Krebs, City Clerk

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



Memorandum

Title: Approval of On-Call Professional Services Contract for WSB LLC

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

July 7, 2026

Purpose:

To approve the on-call contract for WSB LLC.

Background:

The City of Manitou Springs advertised for Request for Qualifications for various professional services for use by the Public Services, Planning, Parking and Mobility, and Parks and Recreation Departments. After review of the proposals, there were 10 firms short listed. After interviews, two firms, WSB and Stantec, were selected. The on-call contract is for 2 years with an option of annual renewal. The process and contract meet with the federal requirements needed for various federal grants or funding.

Fiscal Impact:

This is an on-call, unit price contract. There is no fixed total contract amount.

Workload Impact:

These contracts are needed to complete the various projects and professional commitments necessary for the City of Manitou Springs. These services are needed if the City doesn't have the skills, staff or time to complete the tasks and generally are funded through project funding.

Recommended Action:

Approve the On-Call Contract for WSB LLC through the approval of the consent calendar.

AGREEMENT FOR PROFESSIONAL SERVICES (Federal Funds)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (Single Project) is made and entered into this day, **July 7th 2026**, by and between the **City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829**, a Colorado municipal corporation (the "City"), and **WSB LLC** an independent consultant with a principal place of business at **2 Nevada Ave., Suite 1020, Colorado Springs, CO 80903** and phone number of **719-266-3900** (Consultant") (collectively the "Parties").

WHEREAS, the City requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the:

1. Scope of Services and Fiscal assumptions set forth in the attached **Exhibit A**
2. Individual Task Order Form to be executed prior to the start each task with the completed attached **Exhibit B**.
3. Reference **Exhibit C (Request for Qualifications RFQ - City of Manitou Springs 2026)** for further project description and needs.

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

II. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be completed on schedule as identified in **Exhibit A** and defined in individual task order(s) executed per **Exhibit B**, and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A** and as per the fully executed Task Order per **Exhibit B**.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed **One million three hundred thousand (\$1,300,000)**. This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

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

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

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

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

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

V. OWNERSHIP

A. The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall upon payment to Consultant be exclusively owned by the City and held as items of public record. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a “work made for hire.” To the extent, if at all, it shall not constitute a “work made for hire,” Consultant hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work. Consultant warrants that none of the work will infringe on any intellectual property rights of third parties and will be an original work, provide that to the extent that the work is not an original work, Consultant warrants that it has the full right, title, and interest, to grant a worldwide, irrevocable, royalty-free license to the City to use such non-original portions of the work. The City’s reuse or modification of documentation or materials provided or developed by Consultant under this Agreement without Consultant’s prior authorization shall be at the City’s sole risk and liability with no liability to Consultant.

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

IX. TERMINATION AND REMEDIES

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

B. Agreement shall terminate on July 6th, 2028 with the option of annual renewal or upon the City providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Consultant for all work authorized and completed prior to the date of termination.

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

X. FEDERAL COMPLIANCE REQUIREMENTS

A. Equal Employment Opportunity compliance

1. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant 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. Consultant 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. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Consultant 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 Consultant'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. Consultant 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.

WSB 5. Consultant 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 Consultant'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 Consultant 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. Consultant 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. Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act and Clean Water Act compliance.** Consultant 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).

C. **Energy Efficiency Standards compliance.** If applicable, Consultant 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.

D. **Debarment / Suspension compliance.** By execution of this Agreement, Consultant **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). Consultant further represents it is not otherwise excluded or declared ineligible for award of federal funds under any other statutory or regulatory authority.

E. **Byrd Anti-Lobbying** If this Agreement includes compensation of \$100,000 or more, **Consultant** 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. Consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

F. **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 Consultant'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.

G. **EPA General Terms and Conditions** - The Consultant must comply with all mandatory state and federal contract terms and conditions, including but not limited to EPA's General Terms and Conditions - https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf , 2 CFR 200 - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> , 2 CFR 1500 - <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XV/part-1500> , 40 CFR 33 -

XI. MISCELLANEOUS

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

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

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

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

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

To the City at Bschmitt@manitouspringsco.gov

To Consultant at izamora@wsbeng.com

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

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

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

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

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

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

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

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

CITY OF MANITOU SPRINGS, COLORADO

(Printed name and title of City Official)

ATTEST:

Office of the City Clerk

CONSULTANT

Signed by:


814323B22A7F4AB...

Michael J. Rief

STATE OF TEXAS)
) ss.
COUNTY OF HOPKINS)

The foregoing Agreement for Professional Services (Federal Funds) was subscribed, sworn to and acknowledged before me this 26th day of June, 2026 by Michael J. Rief, as Sr. Vice President, Construction of WSB, LLC.

My commission expires:

(S E A L)

Notary Public

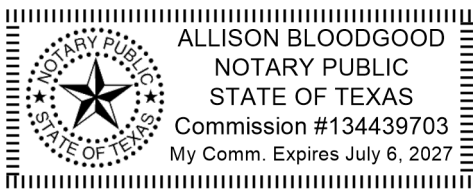


EXHIBIT A

SCOPE OF SERVICES AND FISCAL ASSUMPTIONS

Scope of Work and Financial Assumptions. Estimate for the Not to Exceed work and the Consultant and subconsultant rates.

RE: Scope of Work for On-call General Engineering 2026 City of Manitou Springs



Date: June 19th, 2026

General Description: The selected consultant(s) shall be capable of providing a broad range of professional services in the categories of Engineering, Surveying, GIS, and Bridge Inspection. Services will be requested on an as-needed, project-by-project basis. Typical tasks may include preliminary studies, design, permitting assistance, field inspections, procurement support, construction management support, and technical consulting related to the service areas.

A. Engineering Services: Provide civil and structural engineering services for municipal infrastructure projects. This may encompass: planning and design for streets, drainage and stormwater management, utilities (water, wastewater), parks and recreation facilities, retaining walls, and small structures; preparing plans, specifications, and estimates for construction; reviewing development plans for conformance to City standards; and construction phase services such as submittal review, field observation, and project management. Specialized engineering capabilities such as geotechnical, traffic/transportation engineering, hydraulic/hydrology engineering, and environmental engineering. The engineering consultant may also assist with grant applications, technical reports, and coordination with agencies (e.g., CDOT) as needed.

WSB LLC **B. Surveying Services:** Provide professional land surveying and geomatics services to support City projects. Tasks may include topographic surveys, boundary and right-of-way surveys, preparation of legal descriptions and plats, construction staking, easement surveys, and elevation certificates for floodplain management. Survey work must be performed under the direction of a Colorado Licensed Professional Land Surveyor and meet all applicable State standards. Deliverables will typically include CAD drawings and stamped survey documents.

WSB, llc **C. GIS Services:** Provide on-call GIS support, including collecting and integrating spatial data, maintaining and updating the City's GIS databases (e.g., for utilities, streets, parcel maps), producing high-quality maps and data visualizations, and performing spatial analysis in support of planning, engineering, and emergency management projects. The consultant may be asked to develop GIS applications or tools for City staff, ensure compatibility with regional GIS systems, and assist in GIS data reporting for grants or regulatory compliance. Strong proficiency with ESRI ArcGIS software or equivalent is required. *(Note: The City's current GIS needs are integrated with many projects)*

D. Bridge Inspection Services: Provide certified bridge inspection and structural evaluation services for City-owned bridges and large culverts (which may include

RE: Scope of Work for On-call General Engineering 2026 City of Manitou Springs



pedestrian bridges and roadway bridges within City limits). This includes conducting routine inspections in accordance with the National Bridge Inspection Standards (NBIS) or CDOT requirements, preparing inspection reports with photographs and condition assessments, and recommending maintenance or repair strategies. The consultant may also be tasked with designing or reviewing bridge rehabilitation projects, load rating calculations, and emergency inspection following extreme events (e.g., floods). Provide personnel certified as bridge inspectors in Colorado. All reports must be sealed by a Professional Engineer licensed in Colorado with appropriate qualifications in structural engineering.

E. Material Testing Services: Provide material testing services for various materials used in construction projects. Must provide testing according to guidelines of federally funded agencies. Certifications are required based upon materials required to be tested as part of the project.

F. Master Parks Planning: A Master Plan that will be used to chart the next ten years for the City of Manitou Springs Parks and Recreation Department. Scope of work to include: internal assessment and project administration; community engagement; resource and data collection; issue identification; implementation; and development of final plans and supporting material. Each section is outlined in detail with specific consultant deliverables. This Master Plan should be based upon a firm understanding of the department's strengths, weaknesses, opportunities, and be a community-inspired, actionable plan for implementation.

G. Active Transportation Planning: Provide for the development of a City wide Active Transportation Plan and Code. The plan will guide City efforts in securing funding and implementing improvements to strengthen the active transportation network. Scope will be in-line with the Local Impact Accelerator (LIA) Grant currently under contract with the Colorado Energy Office per Environmental Protection Agency requirements.

The above scope items are not exhaustive. Other related professional services that could be requested include: environmental assessments and permitting support, traffic studies, materials testing, construction management/resident engineering, GIS-based asset management, data gathering/analysis and grant application assistance.

Initial timeframe July 7th, 2026 - July 7, 2028

Consultant estimate for City of Manitou Springs On-call Consultant Engineering Services

Project(s) or Services *	Estimates*	Consultant Services ***
2027 Paving Construction oversight	\$20,000.00	Inspection and Materials testing
Plan preparation 2027 PPRTA paving	\$15,000.00	Plan preparation
Sidewalk connect to Black Canyon Open Space	\$40,000.00	Engineering services
Dillon PH2 Lot Design		Design services (included below in parking)
Dillon Access/East Manitou Ave Projects	\$400,000.00	Design for access including traffic study plus construction oversight
Ruxton Construction - 2027	\$40,000.00	Materials testing/construction oversight
Serpentine PH1 (Wall)	\$40,000.00	Construction oversight and Materials testing
IMPACT Accelerator Grant	\$170,000.00	The code Planning work
IMPACT Accelerator Grant	\$50,000.00	Manuals/guides/toolboxes
IMPACT Accelerator Grant	\$45,000.00	Data gathering
IMPACT Accelerator Grant	\$30,000.00	Quick projects - plans preparation
Lovers Lane CMGC Permanent Repair	\$60,000.00	Materials testing/inspection Jan-May 2027
Masonry	\$75,000.00	
Professional Service	\$75,000.00	
Water Professional Services	\$80,000.00	
Sewer Professional Services	\$75,000.00	
Parking Professional Services	\$90,000.00	
SW Professional Services	\$15,000.00	
Total	\$1,300,000.00	

*contract estimate is for 2 years
 ** Does not reflect actual negotiated budget
 *** Anticipated type of services - Actual Task order will identify

No Guarantee of the Work or all encompassing for the On-call Contract, used to estimate Not to Exceed contract amount. Additional project/services can be added. If needed the Contract NTE is revised by amendment.

2026 Rate Schedule



	Billing Rate/Hour
ASSOCIATE SR. ASSOCIATE PRINCIPAL SR. PRINCIPAL	\$202 - \$291
SR. PROJECT ENGINEER SR. PROJECT MANAGER	\$202 - \$263
PROJECT MANAGER	\$178 - \$199
GRADUATE ENGINEER PROJECT ENGINEER	\$120 - \$198
PROJECT MANAGER ASSISTANT	\$98 - \$161
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$79 - \$197
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$89 - \$189
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$80 - \$187
PLANNER SR. PLANNER	\$92 - \$195
GIS SPECIALIST SR. GIS SPECIALIST	\$89 - \$195
CONSTRUCTION OBSERVER	\$121 - \$158
SURVEY	
Survey Office Technician	\$141 - \$176
Drone Pilot	\$204
One-Person Crew	\$204
Two-Person Crew	\$275
OFFICE TECHNICIAN	\$70 - \$152

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually, a maximum of 6% increase will be applied for calendar year 2027.

VIVID Engineering Group, Inc.

Fee Schedule



Position	Hourly Rate (2026)	Hourly Rate (2027) *3% Escalation
Principal	\$240	\$247
Project Manager I	\$150	\$155
Project Manager II	\$170	\$175
Project Manager III	\$200	\$206
Project Manager IV	\$240	\$247
Engineer I	\$110	\$113
Engineer II	\$140	\$144
Engineer III	\$190	\$196
Engineer IV	\$240	\$247
Geologist I	\$105	\$108
Geologist II	\$140	\$144
Geologist III	\$165	\$170
Geologist IV	\$200	\$206
Laboratory Testing	\$180	\$185
Technician I	\$75	\$77
Technician II	\$85	\$88
Technician III	\$95	\$98
Technician IV	\$105	\$108
Inspector I	\$100	\$103
Inspector II	\$120	\$124
Inspector III	\$140	\$144
Inspector IV	\$150	\$155
Construction Manager I	\$135	\$139
Construction Manager II	\$155	\$160
Construction Manager III	\$165	\$170
Construction Manager IV	\$180	\$185
CADD Operator/Draftsman	\$105	\$108
Project Administration I	\$75	\$77
Project Administration II	\$110	\$113
Project Administration III	\$150	\$155

When Laboratory Testing Hourly rate above is utilized it is used in lieu of the following Laboratory Unit Fee Schedule (i.e., no unit test fees will be charged in addition)

1053 Elkton Drive
Colorado Springs, CO 80907
719.896.4356

3885 Forest Street
Denver, CO 80207
303.478.9087

621 E Enterprise Drive
Pueblo West, CO 81007

719.896.4356
Exhibit A - WSB 5

VIVID Engineering Group, Inc.

Fee Schedule



Test	Test Method	Fee
SOIL TESTING		
Standard Proctor	D698, T99	\$180
Modified Proctor	D1557, T180	\$200
One Point Verification		\$85
Relative Density (Minimum and Maximum)	D4253/D4254	\$200
Moisture Content	D2216/T265	\$25
Moisture Content/Unit Weight	D2217/D7263	\$30
Sieve Analysis (w/ Minus #200)	D6913, D1140	\$100
Minus #200	D1140	\$50
Atterberg Limits (Plasticity Index)	D4318/T89 and T90	\$85
Hydrometer (incl. gradation w/ Minus #200)	D422/T88	\$220
Specific Gravity	T100	\$100
Swell/Collapse of Soils	D4546	\$75
Swell/Collapse of Soils - Shelby Tube or Remolded	D4546	\$115
Unconfined Compressive Strength	D2166/T208	\$75
Unconfined Compressive Strength (Remolded)	D2166/T208	\$100
Direct Shear (Consolidated Undrained, 3-points)	D3080	\$500
R-Value	D2844	\$400
Water Soluble Sulfate Content	CP-L 2103, ASTM D4327	\$60
pH	D4972/T289	\$60
Resistivity	AASHTO T288-91	\$60
Chloride	AASHTO T291-91/ASTM D4327	\$70
Water Soluble Sulfide Content	AWWA C105	\$25
Redox Presence	ASTM D1498	\$40
Corrosion Suite (incl. Sulfate, pH, Resistivity, Chloride, Sulfide, Redox)		\$250
Stabilization Mix Design (3-point - cement, fly ash, or lime, incl. Proctor, Compressive Strength)	D2166/T208	\$3,500
Soil Cement Proctor (cement, fly ash, or lime)	D588	\$180
Soil Cement Compressive Strength (cement, fly ash, or lime)	D1633	\$50

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 Exhibit A - WSB 6

VIVID Engineering Group, Inc.

Fee Schedule



ASPHALT TESTING		
Asphalt Content Furnace Mix Correction	CP-L 5120	\$350
Asphalt Content (by Ignition) with Gradation	D6307, T308 & D5444 and T30	\$250
Specific Gravity (bulk) & Thickness	D1188, D2726	\$50
Maximum Theoretical Specific Gravity (Rice)	D2041, T209	\$100
HVEEM Stability	D1660, T246	\$260
CONCRETE/MASONRY TESTING		
Cylinder Compression (4X8 or 6x12)	C39, C1231, C31	\$20
Cylinder Compression – Bonded Caps	C39, C617, C31	\$50
Compressive Strength – Core	C39/C42/T24	\$50
Grout and Mortar Compression (set of 3)	C109, C1019	\$55
Masonry Prism – Hollow Core	C1314	\$150
Masonry Prism – Grout Filled	C1314	\$195
AGGREGATE TESTING		
Sieve Analysis (w/ minus #200) – Pit Run	C136	\$180
Sieve Analysis (w/ minus #200)	C136	\$95
WSB, Inc Minus #200	C117	\$50
Sand Equivalent	D2419, T176	\$90
LA Abrasion	C131	\$175
Specific Gravity and Absorption – Coarse or Fine	C127, C128	\$95
Fractured Faces	D5821/T335	\$75
Flat and Elongated	D4791	\$75
Aggregate Soundness	C88	\$88/sieve
OTHER		
Call for testing not listed		
In-house Laboratory Testing Hourly (No unit test fees charged when hourly rate utilized)		180/hour
Core Machine Usage		\$200/day
Pull Testing Equipment Usage		\$200/day
Daily Equipment Fee – In Town		\$70/day

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719.896.4356
Exhibit A -WSB 7

June 17, 2026

WSB

Laura Zamora, PE, Project Manager
2 N Nevada Avenue, Suite 1020
Colorado Springs, CO 80903

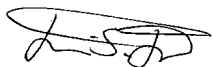
RE: City of Manitou Springs On-Call Engineering, Surveying, GIS, and Bridge Inspection Services 2026-004

Dear Laura Zamora

Toole Design Group is pleased to submit our rate table for the City of Manitou Springs On-Call Engineering, Surveying, GIS, and Bridge Inspection Services. Notes: Rates are valid until December 2027. Escalation occurs at 5% annually after December 2027. Rates do not include reimbursable expenses. Employees may change classification during contract period.

Category	Rate	Category	Rate
Principal-In-Charge	\$472.00	Project Planner II	\$192.00
Principal	\$406.00	Project Planner	\$182.00
Engineering Lead III	\$354.00	Planner III	\$168.00
Engineering Lead II	\$286.00	Planner II	\$150.00
Engineering Lead I	\$256.00	Planner	\$126.00
Senior Engineer	\$224.00	Senior Designer	\$230.00
Project Engineer II	\$202.00	Designer II	\$170.00
Project Engineer	\$186.00	Designer	\$116.00
Engineer III	\$164.00	GIS Specialist	\$202.00
Engineer II	\$146.00	GIS Analyst	\$156.00
Engineer	\$136.00	Graphic Designer	\$128.00
Technician Manager	\$224.00	Graphic Designer II	\$168.00
Technician	\$116.00	Intern	\$96.00
Planning Lead III	\$342.00	Landscape Architect Lead	\$292.00
Planning Lead II	\$270.00	Senior Landscape Architect	\$204.00
Planning Lead	\$234.00	Landscape Architect	\$180.00
Senior Planner	\$212.00	Admin	\$158.00

Sincerely,



Jessica Fields, PE, AICP
Director of Operations, Western U.S.

2026 Rate Schedule

IronStride Solutions

<u>Classification</u>	<u>Hourly Rate*</u>
Intern	\$75
Admin / Controls / Support	
Level I	\$90
Level II	\$115
Level III	\$135
Level IV	\$160
Technician / PP	
Level I	\$110
Level II	\$125
Level III	\$145
Level IV	\$165
Designer / Inspector / EIT / GIS	
Level I	\$120
Level II	\$135
Level III	\$150
Level IV	\$170
PM / CM / FM / OM	
Level I	\$140
Level II	\$160
Level III	\$185
Level IV	\$215
Engineer / Planner	
Level I	\$160
Level II	\$185
Level III	\$210
Level IV	\$230
Senior PM / Lead Engineer / Tech Expert	
Level I	\$235
Level II	\$255
Level III	\$280
Level IV	\$300
Principal / Officer	
Level I	\$260
Level II	\$290
Level III	\$315

*Hourly rates are effective through 12/31/2026. Rate schedule is adjusted annually, with a 6% max per year.

EXHIBIT B

Task Order Form to be completed for work to be performed



City of Manitou Springs Task Order Form

Task Order Number: _____ Task Order Date: _____

Project name: _____ Original Contract Effective Date: _____

City Department: _____ City Project Manager: _____

Business Name: _____ Business Phone Number: _____

Business Address: _____

Project Start Date: _____ Project Completion Date: _____

Task Order NTE Amount \$ _____ GL Code: _____

City Project Manager: _____ 719- _____
Name (print) phone email

City Project Manager: _____ 719- _____
Name (print) phone email

Detailed Description of Task(s) [or attach page(s)]

Approvals:

City Project Manager (sign) Date Consultant Project Manager (sign) Date

- Less than \$20,000 – Dept Head Approval
- More than \$20,000 – City Administrator Approval
- More than \$50,000 – City Council Approval – *City Council date for approval:* _____

Authorized City Approval:

Name (print) title

Sign Date

Comments, if any:

EXHIBIT C

**Request for Qualifications for Program Manager for City of Manitou Springs
2026 with question/answers.**

No	Question/Answer	Question Date
Q13	<p>Question: GIS Services Questions</p> <ol style="list-style-type: none"> 1. Do you have an existing vendor or incumbent supporting this work? 2. What is the expected budget, annual spend, or contract value for this effort? 3. Do you prefer a local or in-state firm, or is geography not a major factor? 4. How is GIS currently staffed, and how much internal capacity do you realistically have? 5. Would you describe the GIS team as largely self-sufficient, somewhat stretched, or overwhelmed by current demand? 6. Is this effort mainly tactical support for specific needs, or part of a broader GIS modernization effort? 7. Who owns GIS internally, and is there a clear executive or departmental sponsor? 8. Is GIS governed centrally, or is responsibility spread across departments? 9. What Esri environment(s), and version if applicable, does the City leverage for developing GIS applications (i.e., ArcGIS Online, ArcGIS Enterprise 11.x)? <p>Answer: 1. No, this is currently performed in house</p> <p>2. There is no projected budget, but this would be shared with other professional services line items across the general fund, and enterprise funds depending on the work required. The total budget can be viewed here: https://city-manitou-springs-co-clear.doc.cleargov.com/19940/756565/d</p> <p>3. Do you prefer a local or in-state firm, or is geography not a major factor? A local firm is preferred, so that in person support can be provided in the field.</p> <p>4. How is GIS currently staffed, and how much internal capacity do you realistically have? There is one full time GIS tech in the City</p> <p>5. Would you describe the GIS team as largely self-sufficient, somewhat stretched, or overwhelmed by current demand? Largely self sufficient for current workload. However, for the asset management project in 2026, this will require external support which is why this item is included in the RFQ</p> <p>6. Is this effort mainly tactical support for specific needs, or part of a broader GIS modernization effort? This will require both efforts</p> <p>7. Who owns GIS internally, and is there a clear executive or departmental sponsor? Public Services owns GIS internally, and the public services director is the executive sponsor.</p> <p>8. Is GIS governed centrally, or is responsibility spread across departments? Spread across all departments, but owned by public services</p> <p>9. What Esri environment(s), and version if applicable, does the City leverage for developing GIS applications (i.e., ArcGIS Online, ArcGIS Enterprise 11.x)? Primarily Use ArcGIS Online</p>	04/22/2026
Q14	<p>Question: Comparable Projects</p> <p>In section B, you state, "Provide a summary of at least three (3) recent projects comparable to the scope of this RFQ" is this three projects per category or in total?</p> <p>Answer: Please provide three projects per category, so the scoring committee can get and accurate understand of the abilities of the prime and partners/subs.</p>	04/22/2026

No	Question/Answer	Question Date
Q15	<p>Question: Allowed Page Size Can we use 11x17's for larger graphics, i.e., org chart, maps, fee, and schedules?</p> <p>Answer: 11x17's may for larger graphics, but each page (either 11x17 or 8.5x11) will count toward to total. Please do not place two pages on an 11x17, just to stay under the page limit.</p>	04/22/2026



REQUEST FOR QUALIFICATIONS

2026-004

**On-Call Engineering, Surveying, GIS, and Bridge Inspection
Services**

CITY OF MANITOU SPRINGS

**Published
03/31/2026**

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

REQUEST FOR QUALIFICATIONS**RFQ 2026-004****City Contact: Arron Edmonds, Sr Project Manager****Email: aedmonds@manitouspringsco.gov****SCHEDULE OF EVENTS (MST - subject to change)**

- 1. RFQ PUBLISHED: 03/31/2026**
- 2. PRE-QUALIFICATION CONFERENCE: 04/15/2026, 1 P.M.**
- 3. DEADLINE FOR QUESTIONS: 4/22/2026 3:00 P.M.**
- 4. FINAL ADDENDUM ISSUED: 4/24/2026**
- 5. RFQ SUBMITTAL DEADLINE: 05/01/2026 3:00 P.M.**
- 6. NOTICE OF SELECTION: 06/01/2026**

PRE-QUALIFICATION CONFERENCE:

A pre-qualification conference will be held on date and time identified above, at the City of Manitou Springs Water Shop at Public Works Facilities, 101 Banks Pl, Manitou Springs, CO 80829. The purpose of this pre-qualification conference is to discuss this Request for Qualifications.

QUESTIONS CRITERION/SUBMITTAL REQUIREMENTS:

The City will only accept questions submitted **via the Rocky Mountain E-Purchasing System (BidNet)**. No verbal questions or questions through any other means, including email will be accepted. **Emailed questions will be accepted only if there are issues with BidNet.com.**

QUALIFICATION CRITERION/RESPONSE REQUIREMENTS:

Responses must be received no later than Submittal Deadline and time identified above. *(Submittals received after this date and time will NOT be considered for award.)* Responses must remain valid for **90 days** from the submission deadline, during which time the City may complete the evaluation and contract award process.

The City will only accept responses submitted electronically **via the Rocky Mountain E-Purchasing System (BidNet)**. Late submittals **WILL NOT** be considered, regardless of cause. Faxed or emailed responses (outside of the BidNet system) are not acceptable.

A signed Attachment A – Qualification Acknowledgement Form – must be included with submitted qualifications. Be sure to include additional acknowledgement forms for each addenda.

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

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

BIDNET Direct Support**800-835-4603**

City of Manitou Springs – Request for Qualifications (RFQ)

I. Introduction and Purpose

City Background: Manitou Springs is a historic mountain community at the base of Pikes Peak with unique infrastructure challenges related to its steep terrain and tourism-driven economy. Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

Project Description: The City of Manitou Springs, Colorado (“City”) is soliciting qualification responses from experienced firms to provide **on-call professional services** in four disciplines: **Engineering, Surveying, Geographic Information Systems (GIS), and Bridge Inspection**. The intent is to establish one or more on-call contracts to support City projects on an as-needed basis over a multi-year term. Respondents may propose on **one, multiple, or all service areas**, and the City reserves the option to award a single contract covering all services or separate contracts by discipline, depending on the qualifications and capabilities of the firms. This RFQ is issued in accordance with the City of Manitou Springs Municipal Code and procurement policies, and all services will be performed under a subsequent Professional Services Agreement in compliance with City requirements and applicable laws.

The City frequently undertakes small-to-medium projects involving roadways, utilities, facilities, and parks, and it requires supplemental expertise in engineering and related fields. The selected firm(s) will ideally have **extensive municipal project experience in mountainous environments**, as such experience will be given strong preference. The on-call services will help the City augment staff capacity and ensure timely, cost-effective delivery of infrastructure projects.

The City was also awarded the Local Impact Accelerator Grant through the State Energy office, and consultant services would be required to develop the Active Transportation Code and Plan for the City, in conformance with the State Requirements for the grant.

Funding and Regulatory Compliance: Projects performed under this on-call contract may be funded through various sources and grants, including but not limited to the Colorado Department of Transportation (CDOT), Federal Emergency Management Agency (FEMA), Colorado Department of Local Affairs (DOLA), Pikes Peak Rural Transportation Authority (PPRTA), Pikes Peak Area Council of Governments (PPACG), and the Colorado Energy Office. Consequently, consultants **must be familiar with federal, state, and regional funding requirements and**

regulations (e.g. FHWA/CDOT design standards, FEMA documentation, NEPA, AIS and BABA documentation, etc.) and be able to ensure compliance with all applicable procurement and documentation standards for these agencies. Familiarity with **City of Manitou Springs local codes and development regulations** is also essential. The successful firm(s) will be expected to coordinate with City staff and outside agencies to meet all permitting, funding, and code requirements.

Contract Term: The City anticipates awarding an on-call contract (or contracts) for an initial term of **two (2) years**, with the option to renew for additional year(s) by mutual agreement. The contract(s) will be task-order based: for each project, the City will define a specific scope of work and request a proposal (scope, schedule, and fee) from the on-call consultant. Work will be authorized via individual task orders or contract amendments. There is no guaranteed minimum work; however, the intent is to have qualified professional support readily available for a variety of City needs over the contract period.

II. Scope of Services

General Description: The selected consultant(s) shall be capable of providing a broad range of professional services in the categories of Engineering, Surveying, GIS, and Bridge Inspection. Services will be requested on an as-needed, project-by-project basis. Typical tasks may include preliminary studies, design, permitting assistance, field inspections, procurement support, construction management support, and technical consulting related to the service areas. Responding firms should clearly indicate which of the following service areas they are qualified to perform. The City may select different firms for different service areas unless a single firm demonstrates superior qualifications across all areas.

A. Engineering Services: Provide civil and structural engineering services for municipal infrastructure projects. This may encompass: planning and design for streets, drainage and stormwater management, utilities (water, wastewater), parks and recreation facilities, retaining walls, and small structures; preparing plans, specifications, and estimates for construction; reviewing development plans for conformance to City standards; and construction phase services such as submittal review, field observation, and project management. Specialized engineering capabilities such as geotechnical, traffic/transportation engineering, hydraulic/hydrology engineering, and environmental engineering should be noted if available. The engineering consultant may also assist with grant applications, technical reports, and coordination with agencies (e.g., CDOT) as needed.

B. Surveying Services: Provide professional land surveying and geomatics services to support City projects. Tasks may include topographic surveys, boundary and right-of-way surveys, preparation of legal descriptions and plats, construction staking, easement surveys, and elevation certificates for floodplain management. Survey work must be performed under the direction of a Colorado Licensed Professional Land Surveyor and meet all applicable State standards. Deliverables will typically include CAD drawings and stamped survey documents.

C. GIS Services: Provide on-call GIS support, including collecting and integrating spatial data, maintaining and updating the City's GIS databases (e.g., for utilities, streets, parcel maps), producing high-quality maps and data visualizations, and performing spatial analysis in support of planning, engineering, and emergency management projects. The consultant may be asked to develop GIS applications or tools for City staff, ensure compatibility with regional GIS systems, and assist in GIS data reporting for grants or regulatory compliance. Strong proficiency with ESRI ArcGIS software or equivalent is required. *(Note: The City's current GIS needs are integrated with many projects; having GIS capabilities within the team is highly preferred. If GIS is not a core competency of the proposing firm, the response should identify a sub-consultant or approach to meet GIS needs.)*

D. Bridge Inspection Services: Provide certified bridge inspection and structural evaluation services for City-owned bridges and large culverts (which may include pedestrian bridges and roadway bridges within City limits). This includes conducting routine inspections in accordance with the National Bridge Inspection Standards (NBIS) or CDOT requirements, preparing inspection reports with photographs and condition assessments, and recommending maintenance or repair strategies. The consultant may also be tasked with designing or reviewing bridge rehabilitation projects, load rating calculations, and emergency inspection following extreme events (e.g., floods). At a minimum, the team must have personnel certified as bridge inspectors in Colorado. All reports must be sealed by a Professional Engineer licensed in Colorado with appropriate qualifications in structural engineering.

E. Material Testing Services: Provide material testing services for various materials used in construction projects. Must provide testing according to guidelines of federally funded agencies, including

F. Master Parks Planning: A Master Plan that will be used to chart the next ten years for the City of Manitou Springs Parks and Recreation Department. Scope of work to include: internal assessment and project administration; community engagement; resource and data collection; issue identification; implementation; and development of final plans and supporting material. Each section is outlined in detail with specific consultant deliverables. This Master Plan should be based upon a firm understanding of the department's strengths, weaknesses, opportunities, and be a community-inspired, actionable plan for implementation.

G. Active Transportation Planning: Provide for the development of a City wide Active Transportation Plan and Code. The plan will guide City efforts in securing funding and implementing improvements to strengthen the active transportation network.

The above scope items are not exhaustive. Other related professional services that could be requested include: environmental assessments and permitting support, traffic studies, materials testing, construction management/resident engineering, GIS-based asset management, and grant application assistance. **Firms should clearly state any sub-disciplines or tasks they do not offer.** Use of sub-consultants is permitted for specialized tasks; however, the primary on-call firm will be contractually responsible for sub-consultant work and must manage and coordinate all sub-

consultant services. All work must adhere to relevant industry standards and codes, and all deliverables (plans, reports, maps, etc.) will become the property of the City.

III. RFQ Response Requirements

Respondents shall submit a concise response organized in the following sections. The response should be focused on qualifications (this is not a bid for specific work), and it must enable the City to effectively evaluate the firm's capabilities and experience. **Submissions that fail to include the required information may be disqualified.**

A. Cover Letter (1 page): Introduce the firm and express interest in providing on-call Engineering, Surveying, GIS, and/or Bridge Inspection services. The letter should be on official letterhead and signed by an authorized official of the firm. It must include the name, address, and contact information of the primary point of contact for the response.

B. Firm Qualifications and Experience: Describe the firm's background, size, and years in business, particularly **experience with similar municipal on-call contracts or projects**. Outline the firm's areas of expertise and the specific service areas (Engineering, Surveying, GIS, Bridge Inspection) included in the response. **Highlight experience in mountain or foothills communities** and any projects in Manitou Springs or similar Colorado municipalities. Emphasize relevant projects that involved compliance with CDOT/FHWA standards, FEMA-funded project requirements, PPRTA or PPACG processes, and other pertinent regulatory frameworks. Provide a summary of at least **three (3)** recent projects comparable to the scope of this RFQ, including the client, project description, year, and the firm's role. If the firm has previously failed to complete a contract or has any contract defaults, provide an explanation (if none, state so).

C. Key Personnel and Team: Identify the **project manager** and key staff who would be assigned to the on-call contract, including any key sub-consultants for specialized areas. Provide an organizational chart if multiple team members or sub-consultants are proposed. Include brief resumes for key individuals (can be in an appendix) focusing on their relevant experience, qualifications, certifications (e.g., PE, PLS, CBI for bridge inspectors, GISP, etc.), and location. Clearly indicate experience of personnel in the service areas they will cover (e.g., lead bridge inspector's qualifications on similar bridge inspection programs). Also indicate each person's availability and office location. The City strongly favors teams that have **sufficient capacity and are located within the region** to ensure prompt response and on-site presence when needed.

D. Project Approach and Understanding: Provide a narrative describing the firm's **approach to on-call services** and understanding of the City's needs. Discuss how the firm will manage task orders, ensure quality and consistency across different assignments, and respond on short notice for urgent needs. Confirm the ability to meet **multiple funding agency requirements** and adhere to City and federal procurement standards in executing projects (for example, knowledge of **CDOT Local Agency** project processes, FEMA reimbursement documentation, etc.). Include a statement that the firm will ensure compliance with all applicable City of Manitou Springs codes, standards, and permitting processes (such as the City's engineering specifications, zoning code, floodplain regulations, etc.). Describe any unique strengths or innovative tools (e.g., GIS capabilities, asset management systems, drone survey technology, etc.) that the team brings to fulfill the scope. If

proposing only certain disciplines, explain how the firm will coordinate with the City or other consultants in projects requiring multi-disciplinary effort.

E. References: Provide at least **three (3)** client references for projects of comparable scope. Ideally, include **Colorado municipal or county clients** for whom similar on-call or multi-disciplinary services have been provided. For each reference, include the client organization name, a brief description of the relevant work, and the name, title, phone, and email of a contact person who can speak to the firm's performance. The City may contact references to verify experience and client satisfaction.

F. Fee Schedule: Include a rate sheet with hourly billing rates for all personnel or labor categories likely to work on assignments (including sub-consultants, if applicable). Also list any other standard charges (e.g., mileage, survey equipment, GIS software access, etc.) or multipliers. While no specific project pricing is requested at this stage, the City will use these rates to for budgeting purposes for future projects (based on the the cost for individual task orders) after the firm is selected. If the firm anticipates periodic rate escalations during the contract, indicate the basis (e.g., annual CPI adjustment). *Note:* Final fee negotiations will occur per task order, and **that the rate sheet shall be submitted separately and will not be used in the determination of the selected firm.**

G. Licensing and Insurance: (It is not necessary to submit certificates at the RFQ stage, but an ability to obtain required coverage must be indicated.) Provide proof (or affirmation) of the firm's applicable licenses and certifications (e.g., Colorado Registered Professional Engineer, Professional Land Surveyor license numbers, etc.). Confirm that the firm carries or will obtain the required insurance coverages if selected – at minimum, general liability, professional liability (E&O), automobile liability, and workers' compensation coverages meeting or exceeding City requirements, The successful consultant will be required to name the City as an additional insured on certain policies. The following insurance and bonds will be required:

- **Workers Compensation** coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;
- **Commercial General Liability** coverage with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations;
- **Professional Liability Coverage** Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

H. Potential Conflicts of Interest: Disclose any current engagements or past dealings that could pose a conflict of interest in performing work for the City of Manitou Springs. For example, list any private developments in Manitou Springs or adjacent jurisdictions for which the firm is providing services, or any business relationships with City officials. Explain how the firm would avoid conflicts of interest. Note that the existence of potential conflicts will not automatically disqualify a firm, but transparency is required.

The RFQ response should be **succinct and well-organized**. All sections above must be included, but respondents may choose to combine sections or add brief additional sections if needed for clarity. The entire submission, excluding resumes and cover page, should **not exceed 25 pages**. Pages shall be 8.5"x11", minimum 11-point font. Responses must be delivered **electronically (PDF format)** via email or the Rocky Mountain E-Purchasing System (BidNet) as specified. Late submissions will **not** be accepted, and hard copies are not required.

IV. Evaluation Criteria and Selection

All timely submitted responses will be reviewed by a City evaluation committee. The objective is to identify the firm or firms that are **most qualified** and offer the best overall value to the City for these on-call services. The City will evaluate qualifications using the criteria and weights summarized below:

Evaluation Criteria	Weight
Firm & Key Staff Qualifications – Experience, expertise, and capacity of the firm and proposed staff in the required service areas. Includes the depth of resources for each discipline and the firm’s track record on similar projects. Strength of past performance and references will be considered under this factor.	40
Experience in Mountain Communities – Demonstrated success delivering projects in mountain or foothill environments similar to Manitou Springs. This includes understanding of mountain weather, terrain, and construction constraints, as well as relevant project examples in high-altitude communities.	15
Approach & Understanding – Quality of the project approach, including responsiveness to on-call needs, clarity of communication protocols, quality control measures, and understanding of the City’s objectives and constraints. Innovative approaches or tools that enhance service delivery may add value.	25
Knowledge of Local Codes & Funding Requirements – Familiarity with City of Manitou Springs codes, standards, and processes, and ability to comply with federal/state funding agency requirements (CDOT, FEMA, etc.). This includes any relevant certifications or direct experience with programs governed by these agencies.	20
Total	100

Table: Key evaluation factors for selection of on-call consultant(s). These mirror priorities used by similar Colorado municipalities for on-call engineering services (e.g., mountain experience carries significant weight).

Each response will be scored against the above criteria. The City may choose to conduct **interviews** or require oral presentations from top-ranked firms if necessary to finalize the evaluation; if so, additional points (e.g., up to 10 points) may be allotted for interview performance. However, the City reserves the right to make a selection based solely on written responses.

The outcome of the evaluation will be a ranked list of firms for each service area. One or more firms may be selected for contract negotiations. **The City may select a single firm for all services or multiple firms (each being on-call for specific disciplines), based on what is deemed to be in the City's best interest.** Being the highest-scoring firm in all categories is not necessarily required for a single firm award if multiple specialized firms together better meet the City's needs. Conversely, if one firm is highly qualified across all disciplines, the City may opt to award one comprehensive contract.

VI. Terms and Conditions

Contract Negotiation: The top-ranked consultant(s) will be invited to negotiate a detailed scope of services, staffing plan, and fee schedule. If the City and the firm(s) cannot reach agreement on contract terms within a reasonable time, the City may terminate negotiations and initiate discussions with the next-ranked firm. The final selected consultant(s) will be expected to enter into the City's standard Professional Services Agreement (PSA) for professional services. A sample contract template can be provided upon request. Key contract provisions will include indemnification, insurance requirements, adherence to laws, and termination clauses, consistent with City policy. No work is guaranteed until a contract is fully executed and a Notice to Proceed is issued for a specific task.

Negotiation of Award: In the event only one (1) responsive qualification is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the qualification in lieu of accepting the qualification as is.

Contract: The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFQ.

Compliance with Laws: The consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of services. This includes compliance with the Manitou Springs Municipal Code, state labor laws, and federal regulations when federal funds are involved. The firm and its sub-consultants must hold or obtain all necessary licenses and permits for the work. The City of Manitou Springs is an Equal Opportunity Employer; the selected consultant shall not discriminate in employment practices as per federal and state laws. All deliverables and work products will become the property of the City.

Cost of Response Preparation: Respondents are responsible for all costs associated with preparing and submitting their response. The City will not reimburse any expenses incurred as a result of this solicitation process. This RFQ does not obligate the City to award a contract or to pay any costs incurred in preparation of responses or interviews.

Public Disclosure: All materials submitted in response to this RFQ become the property of the City. The City is subject to the Colorado Open Records Act (CORA). Accordingly, responses may be subject to public disclosure, **except for such portions that the respondent designates as trade secrets or confidential commercial data** in accordance with CORA. Any confidential sections must be clearly marked in the response. The City will endeavor to protect legitimate confidential information, but ultimate disclosure will be governed by CORA provisions and at the City's discretion.

City Rights Reserved: The City of Manitou Springs reserves the right to **reject any and all responses**, to waive minor irregularities or informalities in responses, and to request clarifications or additional information if needed. The City may accept that response which, in the City's judgment, best serves the interests of the City, and **is not bound to accept the lowest-cost response**. The City also reserves the right to cancel or re-issue this RFQ at any time. By submitting a response, proposers acknowledge these rights and agree to these terms.

Multiple Awards and Additional Firms: As noted, the City may award contracts to more than one firm. The City also reserves the right to separately contract with other firms for similar services if it deems necessary, whether or not those firms submitted responses to this RFQ, in order to ensure the City's needs are met. The issuance of an on-call contract is not a guarantee of any particular volume of work.

Contractor Responsibility: The selected consultant(s) shall be solely responsible for the professional quality, technical accuracy, and coordination of all services and deliverables. The consultant shall act as an independent contractor, and neither it nor its employees will be considered agents or employees of the City. Sub-consultants (if any) shall be subject to City approval, and the prime consultant must assume complete responsibility for subcontracted work.

Insurance and Indemnification: The consultant must maintain insurance coverage as described in Section III.G and the forthcoming contract and provide certificates of insurance upon contract signing. The City will require standard indemnification clauses in the contract, generally holding the City harmless from claims arising from the consultant's negligent or willful acts or omissions in performance of services.

Validity of Responses: By submitting a response, the firm certifies that all information is true and accurate and that the response is made in good faith. An officer of the company must sign the response. Once submitted, response cannot be withdrawn without a formal written request and approval by the City. False or misleading statements in a response may be cause for disqualification.

Minor Informalities: Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

VII. ADMINISTRATIVE INFORMATION

Issuing Office: The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ or to arrange meetings related to such.

Official Means of Communication: All official communication from the City to offerors will be via BidNet or to the City contact as identified on page 2 of this RFQ. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

Inquiries: Prospective offerors may make written inquiries via BidNet or by email to the City contact as identified on page 2 of this RFQ before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-qualification conference. No inquiries will be accepted after the deadline.

Response to offerors' inquiries will be posted on BidNet by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

Responsibility Determination: The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

Acceptance of RFQ Terms: A response submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its qualification and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

Protested Solicitations and Awards: Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFQ, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.

Acceptance of Qualification Content: The contents of the qualification (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

RFQ Cancellation: The City reserves the right to cancel this RFQ at any time, without penalty.

RFQ Response/Material Ownership: All material submitted regarding this RFQ becomes the property of the City of Manitou Springs, unless otherwise noted in the RFQ.

Incurring Costs: The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Non-Discrimination: The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

News Releases: Neither the City, nor the offeror, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

Taxes: The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

Assignment and Delegation: Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

Availability of Funds: Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

Standard of Conduct: The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Other Statutes:

- b. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- c. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

Attachments:

- **Attachment A – Sample Agreement** (City of Manitou Springs standard contract form)
- **Attachment B – Sample Task Order Form** (City of Manitou Springs standard Task Order Form)

For any questions regarding this RFQ, please contact the contact listed on page two by the stated deadline. We encourage interested firms to monitor the City’s BidNet posting for any updates or addenda.

The City appreciates your interest in providing professional services to Manitou Springs. We look forward to reviewing your qualifications.

End of RFQ

Questions & Answers - 1

Solicitation 2026-004 - RFQ Engineering
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q1	<p>Question: RFP Disciplines</p> <p>Can the City confirm the discipline categories? Page 3 states “four disciplines: Engineering, Surveying, Geographic Information Systems (GIS), and Bridge Inspection”, but pages 4-5 list seven disciplines.</p> <p>Answer: The four disciplines on Page 3 shows the 4 general disciplines that will be required to perform the services on Pages 4-5.</p>	04/08/2026
Q2	<p>Question: Multi-discipline Response</p> <p>If we are proposing on multiple disciplines, does the City have a preferred organization of that information (i.e. distinct sections, or blended information)?</p> <p>Answer: We do not have a preferred organization.</p>	04/08/2026
Q3	<p>Question: Project Experience</p> <p>The RFP asks for 3 recent comparable projects in both Section B and Section E – should we put the same information into both areas?</p> <p>Answer: Yes you can use the same responses.</p>	04/08/2026
Q4	<p>Question: Attachment A</p> <p>On page 2, it states that a signed Attachment A - Qualification Acknowledgement Form must be included with submitted qualifications. Attachment A in the RFQ is a sample agreement form. Is there a different form we need to sign?</p> <p>Answer: This is a mistake the A-Qualification acknowledgement form is not required.</p>	04/08/2026

Questions & Answers - 2

Solicitation 2026-004 - RFQ Engineering
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q5	<p>Question: GIS - data collecting Re: "Provide on-call GIS supporting, including collecting..." Is there a heavy need for on-call field work in terms of collecting spatial data or is this meant as digital collection of resources?</p> <p>Answer: This will primarily work with spatial collection of GIS data.</p>	04/08/2026
Q6	<p>Question: Divider Pages Do section divider pages count against pages in the 25 page count?</p> <p>Answer: No they do not.</p>	04/08/2026
Q7	<p>Question: Materials Testing Services Under Scope of Services, bullet point "E. Materials Testing Services," is there additional information available for this area? It ends stating "Must provide testing according to guidelines of federally funded agencies, including" and appears that text is missing.</p> <p>Answer: We expect a full suite of material texting capabilities.</p>	04/08/2026
Q8	<p>Question: City GIS Data To what degree has the City integrated GIS data into an Enterprise GIS system?</p> <p>Answer: Currently GIS line work is integrated in ARCGis. We plan to move to an asset management program in 2026.</p>	04/08/2026
Q9	<p>Question: Final Addendum Date Would the City consider moving up the final addendum date to allow for more time between the final addendum and the submittal date? Or would the City consider pushing the submission date to allow for more time to adjust to the final addendum?</p> <p>Answer: The dates will stay as they are.</p>	04/08/2026

Questions & Answers - 3

Solicitation 2026-004 - RFQ Engineering
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q10	<p>Question: Rate Sheets Do rate sheets count towards the page limit? Should we include a rate sheet for each subconsultant that may work on the contract?</p> <p>Answer: Rate Sheets do not count toward the page limit, and shall be submitted separately from the proposal. Please include a rate sheet for each subconsultant that may work on the contract.</p>	04/20/2026
Q11	<p>Question: Conflicts of Interest Potential Conflicts of Interest (page 8, H.): please clarify if work in adjacent jurisdictions refers to private development only, or both private and public works.</p> <p>Answer: Section III.H is intended to cover both private and public-sector engagements in Manitou Springs or adjacent jurisdictions, where such work could reasonably present a real or perceived conflict of interest. The reference to private developments is provided as an example and is not intended to limit required disclosures.</p>	04/22/2026
Q12	<p>Question: Licensing and Insurance Licensing and Insurance (page 7, G.): Do you want a sample of what the coverage of insurance would be, or just a statement that we will commit to your requirements?</p> <p>Answer: At the RFQ stage, firms are not required to submit sample insurance certificates or policy documentation. Section III.G requires only a statement affirming the firm's ability and commitment to obtain the required insurance coverages and limits if selected for contract negotiations</p>	04/22/2026



Memorandum

Title: Approval of On-Call Professional Services Contract for Stantec

From: Ben Schmitt, Public Services Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

July 7, 2026

Purpose:

To approve the on-call contract for Stantec.

Background:

The City of Manitou Springs advertised for Request for Qualifications for various professional services for use by the Public Services, Planning, Parking and Mobility and Parks and Recreation Departments. After review of the proposals, there were 10 firms short listed. After interviews, two firms, WSB and Stantec were selected. The on call contract is for 2 years with an option of annual renewals. The process and contracts meet with the federal requirements needed for various federal grants or funding.

Fiscal Impact:

This is an on-call, unit price contract. There is no fixed total contract amount.

Workload Impact:

These contracts are needed to complete the various projects and professional commitments necessary for the City of Manitou Springs. These services are needed if the City doesn't have the skills, staff or time to complete the tasks and generally are funded through project funding.

Recommended Action:

Approve the On-Call contract for Stantec through the approval of the consent calendar.

**AGREEMENT FOR PROFESSIONAL SERVICES
(Federal Funds)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (Single Project) is made and entered into this day, **July 7th 2026**, by and between the City of Manitou Springs, 606 Manitou Avenue, Manitou Springs, Colorado 80829, a Colorado municipal corporation (the "City"), and **Stantec** an independent consultant with a principal place of business at **7150 Campus Drive, Suite 275, Colorado Springs CO 80920-6521** and phone number of **(719) 278-1308** ("Consultant") (collectively the "Parties").

WHEREAS, the City requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the:

1. Scope of Services and Fiscal assumptions set forth in the attached **Exhibit A**
2. Individual Task Order Form to be executed prior to the start each task with the completed attached **Exhibit B**.
3. Reference **Exhibit C (Request for Qualifications RFQ - City of Manitou Springs 2026)** for further project description and needs.

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

II. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be completed on schedule as identified in **Exhibit A** and defined in individual task order(s) executed per **Exhibit B**, and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A** and as per the fully executed Task Order per **Exhibit B**.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed **One million three hundred thousand (\$1,300,000)**. This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the City for such fees, costs and expenses. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

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

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

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

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

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

V. OWNERSHIP

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

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

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

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

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless (but not defend) the City and its officers, insurers, representative, employees, heirs and assigns from and against all liability, damages, losses and expenses, including reasonable 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 to the extent such injury, loss, or damage is caused by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the City may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TERMINATION AND REMEDIES

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

B. Agreement shall terminate on July 6th, 2028 with the option of annual renewal or upon the City providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Consultant for all work authorized and completed prior to the date of termination.

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

X. FEDERAL COMPLIANCE REQUIREMENTS

A. Equal Employment Opportunity compliance

1. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant 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. Consultant 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. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Consultant 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 Consultant'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. Consultant 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. Consultant 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 Consultant'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 Consultant 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. Consultant 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. Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act and Clean Water Act compliance. Consultant 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).

C. Energy Efficiency Standards compliance. If applicable, Consultant 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](#).

D. Debarment / Suspension compliance. By execution of this Agreement, Consultant **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). Consultant further represents it is not otherwise excluded or declared ineligible for award of federal funds under any other statutory or regulatory authority.

E. Byrd Anti-Lobbying If this Agreement includes compensation of \$100,000 or more, **Consultant** 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. Consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

F. 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 Consultant’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.

G. EPA General Terms and Conditions - The Consultant must comply with all mandatory state and federal contract terms and conditions, including but not limited to EPA’s General Terms and Conditions - https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf , 2 CFR 200 - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> , 2 CFR 1500 - <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XV/part-1500> , 40 CFR 33 -

XI. MISCELLANEOUS

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

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

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

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

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

To the City at Bschmitt@manitouspringsco.gov

To Consultant at jamey.smith@stantec.com

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

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

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

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

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

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

L. **Liability & Damages.** As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

EXHIBIT A

SCOPE OF SERVICES AND FISCAL ASSUMPTIONS

Scope of Work and Financial Assumptions. Estimate for the Not to Exceed work and the Consultant and subconsultant rates.

RE: Scope of Work for On-call General Engineering 2026 City of Manitou Springs

Date: June 19th, 2026

General Description: The selected consultant(s) shall be capable of providing a broad range of professional services in the categories of Engineering, Surveying, GIS, and Bridge Inspection. Services will be requested on an as-needed, project-by-project basis. Typical tasks may include preliminary studies, design, permitting assistance, field inspections, procurement support, construction management support, and technical consulting related to the service areas.

A. Engineering Services: Provide civil and structural engineering services for municipal infrastructure projects. This may encompass: planning and design for streets, drainage and stormwater management, utilities (water, wastewater), parks and recreation facilities, retaining walls, and small structures; preparing plans, specifications, and estimates for construction; reviewing development plans for conformance to City standards; and construction phase services such as submittal review, field observation, and project management. Specialized engineering capabilities such as geotechnical, traffic/transportation engineering, hydraulic/hydrology engineering, and environmental engineering. The engineering consultant may also assist with grant applications, technical reports, and coordination with agencies (e.g., CDOT) as needed.

B. Surveying Services: Provide professional land surveying and geomatics services to support City projects. Tasks may include topographic surveys, boundary and right-of-way surveys, preparation of legal descriptions and plats, construction staking, easement surveys, and elevation certificates for floodplain management. Survey work must be performed under the direction of a Colorado Licensed Professional Land Surveyor and meet all applicable State standards. Deliverables will typically include CAD drawings and stamped survey documents.

C. GIS Services: Provide on-call GIS support, including collecting and integrating spatial data, maintaining and updating the City's GIS databases (e.g., for utilities, streets, parcel maps), producing high-quality maps and data visualizations, and performing spatial analysis in support of planning, engineering, and emergency management projects. The consultant may be asked to develop GIS applications or tools for City staff, ensure compatibility with regional GIS systems, and assist in GIS data reporting for grants or regulatory compliance. Strong proficiency with ESRI ArcGIS software or equivalent is required. *(Note: The City's current GIS needs are integrated with many projects)*

D. Bridge Inspection Services: Provide certified bridge inspection and structural evaluation services for City-owned bridges and large culverts (which may include

RE: Scope of Work for On-call General Engineering 2026 City of Manitou Springs



pedestrian bridges and roadway bridges within City limits). This includes conducting routine inspections in accordance with the National Bridge Inspection Standards (NBIS) or CDOT requirements, preparing inspection reports with photographs and condition assessments, and recommending maintenance or repair strategies. The consultant may also be tasked with designing or reviewing bridge rehabilitation projects, load rating calculations, and emergency inspection following extreme events (e.g., floods). Provide personnel certified as bridge inspectors in Colorado. All reports must be sealed by a Professional Engineer licensed in Colorado with appropriate qualifications in structural engineering.

E. Material Testing Services: Provide material testing services for various materials used in construction projects. Must provide testing according to guidelines of federally funded agencies. Certifications are required based upon materials required to be tested as part of the project.

F. Master Parks Planning: A Master Plan that will be used to chart the next ten years for the City of Manitou Springs Parks and Recreation Department. Scope of work to include: internal assessment and project administration; community engagement; resource and data collection; issue identification; implementation; and development of final plans and supporting material. Each section is outlined in detail with specific consultant deliverables. This Master Plan should be based upon a firm understanding of the department's strengths, weaknesses, opportunities, and be a community-inspired, actionable plan for implementation.

G. Active Transportation Planning: Provide for the development of a City wide Active Transportation Plan and Code. The plan will guide City efforts in securing funding and implementing improvements to strengthen the active transportation network. Scope will be in-line with the Local Impact Accelerator (LIA) Grant currently under contract with the Colorado Energy Office per Environmental Protection Agency requirements.

The above scope items are not exhaustive. Other related professional services that could be requested include: environmental assessments and permitting support, traffic studies, materials testing, construction management/resident engineering, GIS-based asset management, data gathering/analysis and grant application assistance.

Initial timeframe July 7th, 2026 - July 7, 2028

Consultant estimate for City of Manitou Springs On-call Consultant Engineering Services

Project(s) or Services *	Estimates*	Consultant Services ***
2027 Paving Construction oversight	\$20,000.00	Inspection and Materials testing
Plan preparation 2027 PPRTA paving	\$15,000.00	Plan preparation
Sidewalk connect to Black Canyon Open Space	\$40,000.00	Engineering services
Dillon PH2 Lot Design		Design services (included below in parking)
Dillon Access/East Manitou Ave Projects	\$400,000.00	Design for access including traffic study plus construction oversight
Ruxton Construction - 2027	\$40,000.00	Materials testing/construction oversight
Serpentine PH1 (Wall)	\$40,000.00	Construction oversight and Materials testing
IMPACT Accelerator Grant	\$170,000.00	The code Planning work
IMPACT Accelerator Grant	\$50,000.00	Manuals/guides/toolboxes
IMPACT Accelerator Grant	\$45,000.00	Data gathering
IMPACT Accelerator Grant	\$30,000.00	Quick projects - plans preparation
Lovers Lane CMGC Permanent Repair	\$60,000.00	Materials testing/inspection Jan-May 2027
Masonry	\$75,000.00	
Professional Service	\$75,000.00	
Water Professional Services	\$80,000.00	
Sewer Professional Services	\$75,000.00	
Parking Professional Services	\$90,000.00	
SW Professional Services	\$15,000.00	
Total	\$1,300,000.00	

*contract estimate is for 2 years

** Does not reflect actual negotiated budget

*** Anticipated type of services - Actual Task order will identify

No Guarantee of the Work or all encompassing for the On-call Contract, used to estimate Not to Exceed contract amount. Additional project/services can be added. If needed the Contract NTE is revised by amendment.



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Escalation
Admin		2026	2027
Administrative	Administrative	\$119.00	\$123.00
Jr. Project Manager Asst	Administrative, internal process setup	\$135.00	\$139.00
Project Manager Asst I	Administrative, contract/invoice preparation	\$152.00	\$157.00
Project Manager Asst II	Administrative, contract/invoice preparation, program tracking	\$170.00	\$175.00
Sr. Project Manager Asst	Contract review/preparation, program oversight	\$230.00	\$237.00
CADD			
Jr. CADD Technician	CADD, Preparation of Drawings, Maps and Photographs	\$111.00	\$114.00
CADD Technician	CADD, Preparation of Drawing CADD, Preparation of Drawings, Maps and Photographs	\$131.00	\$135.00
CADD Technician I	CADD, Preparation of Drawings, Maps and Photographs	\$145.00	\$149.00
CADD Technician II	CADD, Preparation of Drawings, Maps and Photographs	\$161.00	\$166.00
Sr. CADD Technician	CADD, Preparation of Drawings, Maps and Photographs, project file setup	\$179.00	\$184.00
Sr. CADD Technician II	CADD, Preparation of Drawings, Maps and Photographs, project file setup, preparation and setup of complex projects	\$183.00	\$188.00
CADD Manager	Resource assignment, CADD standards oversight, preparation and setup of complex projects	\$197.00	\$203.00
3D Modeling/BIM Technician	Digital technology, 3D based model design, virtual design & construction, CADD platforms, augmented and virtual reality	\$208.00	\$214.00
Sr. CADD Manager	Resource assignment, CADD standards oversight, preparation and setup of complex projects	\$230.00	\$237.00
Digital Practice Lead	Digital technology, 3D based model design, virtual design & construction, CADD platforms, augmented and virtual reality	\$256.00	\$264.00
Technical Writing			
Professional	Non-engineering, professional studies and reports	\$119.00	\$123.00
Professional I	Non-engineering, professional studies and reports	\$135.00	\$139.00
Professional II	Non-engineering, professional studies and reports	\$161.00	\$166.00
Sr. Professional	Non-engineering, professional studies and reports	\$183.00	\$188.00
Sr. Technical Editor	Document preparation, QC, standards compliance	\$230.00	\$237.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Esca
Engineering			
Engineering Intern I	Design, Preparation of Engineering and Inspection Reports	\$119.00	\$123.00
Engineering Intern II	Design, Preparation of Engineering and Inspection Reports	\$135.00	\$139.00
Jr. Designer	Design, Preparation of Engineering and Inspection Reports	\$135.00	\$139.00
Designer	Design, Preparation of Engineering and Inspection Reports	\$152.00	\$157.00
Jr. Engineer I - EIT	Design, Preparation of Engineering and Inspection Reports	\$161.00	\$166.00
Jr. Engineer II - EIT	Design, Preparation of Engineering and Inspection Reports	\$170.00	\$175.00
Sr. Designer	Design, preparation of engineering and inspection Reports	\$179.00	\$184.00
Engineer	Design, Preparation of Engineering and Inspection Reports	\$179.00	\$184.00
Engineer I	Design, Preparation of Engineering and Inspection Reports	\$183.00	\$188.00
Engineer II	Design, Preparation of Engineering and Inspection Reports	\$197.00	\$203.00
Sr. Engineer	Design, Preparation of Engineering and Inspection Reports	\$208.00	\$214.00
Sr. Engineer II	Design, Preparation of Engineering and Inspection Reports	\$230.00	\$237.00
Project Manager	Project management, scope and invoice preparation, budget management	\$230.00	\$237.00
QA/QC Engineer I	Oversight of complex project deliverables, QA/QC	\$230.00	\$237.00
Sr. Project Manager	Project management, scope and invoice preparation, budget management, QA/QC	\$256.00	\$264.00
Principal	Resource allocation, contract management	\$256.00	\$264.00
QA/QC Engineer II	Oversight of complex project deliverables, QA/QC	\$270.00	\$278.00
Sr. Principal	Resource allocation, contract management	\$270.00	\$278.00
Technical Advisor	Technical oversight of complex projects, QA/QC	\$276.00	\$284.00
Vice President	Resource allocation, contract and resolution management	\$276.00	\$284.00
Structures Design			
Bridge Technician	Structural Design, preparation of calculation	\$152.00	\$157.00
Design Engineer I	Structural Design, preparation of calculation	\$179.00	\$184.00
Design Engineer II	Structural Design, preparation of calculation	\$183.00	\$188.00
Design Engineer III	Complex structural design, preparation of calculation, QA/QC	\$197.00	\$203.00
Structural Engineer	Complex structural Design, preparation of calculation, oversight of design	\$208.00	\$214.00
Sr. Structural Engineer	Structural design, preparation of calculation, oversight of complex design, QA/QC	\$230.00	\$237.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Esca
QA/QC Engineer II	Structural design, preparation of calculation, oversight of complex design, QA/QC	\$270.00	\$278.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Esca
Structures Inspection			
Bridge Technician	Inspection mobilization, assistant inspector, preparation of reports	\$152.00	\$157.00
Team Assistant	Inspection mobilization, assistant inspector, preparation of reports	\$161.00	\$166.00
Team Assistant II	Inspection mobilization, assistant inspector, preparation of reports	\$170.00	\$175.00
Jr. Team Leader	Inspection mobilization, team leader, preparation of reports	\$170.00	\$175.00
Team Leader I	Inspection team leader, preparation of reports	\$179.00	\$184.00
Sr. Bridge Technician	Inspection team leader, preparation of reports	\$183.00	\$188.00
Team Leader II	Inspection team leader, preparation of in-depth reports, QA/QC, scope development	\$197.00	\$203.00
Sr. Team Leader	Inspection team leader, preparation of in-depth reports, QA/QC, scope development	\$208.00	\$214.00
Sr. Team Leader II	Inspection team leader, preparation of in-depth reports, QA/QC, scope development	\$230.00	\$237.00
QA/QC Engineer II	Inspection team leader, preparation of in-depth reports, QA/QC, scope development	\$270.00	\$278.00
Traffic, Transit, Planning			
Jr. Planner	Design, preparation of planning reports	\$152.00	\$157.00
Transportation Planner	Design, preparation of planning reports	\$197.00	\$203.00
Sr. Planner	Scope and project management, technical oversight, QC	\$270.00	\$278.00
Sr. Traffic Engineer	Scope and project management, technical oversight, QC	\$270.00	\$278.00
Data Analyst	Analysis of data, preparation of reports	\$170.00	\$175.00
Data Analyst II	Analysis and interpretation of data, travel demand modeling, preparation of reports	\$208.00	\$214.00
Sr. Data Analyst	Process oversight, analysis and interpretation of data, travel demand modeling, preparation of reports	\$230.00	\$237.00
Urban Planner II	Urban planning, design, preparation of reports	\$179.00	\$184.00
Sr. Urban Planner	Urban planning, design, preparation of reports	\$197.00	\$203.00
Systems Specialist I	ITS, Transit, Communication systems planning, design, estimating	\$170.00	\$175.00
Systems Specialist II	ITS, Transit, Communication systems planning, design, estimating	\$197.00	\$203.00
Sr. Systems Specialist	ITS, Transit, Communication systems planning, design, estimating	\$270.00	\$278.00
ITS Director	ITS, Transit, Communication systems director	\$276.00	\$284.00
Jr. Financial Planner	Financial planning, forecasting, grant writing	\$183.00	\$188.00
Financial Planner	Financial planning, forecasting, grant writing	\$230.00	\$237.00
Sr. Financial Planner	Financial planning, forecasting, grant writing	\$270.00	\$278.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Esca
Urban Design, Landscape Architecture, Green Infrastructure			
Landscape Architect Intern	Urban design and landscape architecture support	\$152.00	\$157.00
Urban Design Intern	Urban design and landscape architecture support	\$152.00	\$157.00
Lighting Design Intern	Lighting design support	\$152.00	\$157.00
Landscape Architect I	Landscape architecture services	\$170.00	\$175.00
Urban Designer I	Urban design services	\$170.00	\$175.00
Lighting Designer I	Lighting design services	\$170.00	\$175.00
Landscape Architect II	Landscape architecture services	\$183.00	\$188.00
Urban Designer II	Urban design services	\$183.00	\$188.00
Lighting Designer II	Lighting design services	\$183.00	\$188.00
Sr. Landscape Architect	Lead Landscape architecture services	\$208.00	\$214.00
Sr. Urban Designer	Lead Urban design services	\$208.00	\$214.00
Sr. Lighting Designer	Lead Lighting design services	\$208.00	\$214.00
Sr. Sustainability Designer	Lead sustainability planning and design services	\$208.00	\$214.00
Landscape Architect Advisor	Landscape architecture advisory services	\$256.00	\$264.00
Urban Design Advisor	Urban design advisory services	\$256.00	\$264.00
Lighting Design Advisor	Lighting design advisory services	\$256.00	\$264.00
Sustainability Advisor	Sustainable planning and design advisory services	\$256.00	\$264.00
Construction Management (Office)			
Assistant Inspector I	Operations phasing, estimating, utility coordination	\$131.00	\$135.00
Assistant Inspector II	On-site construction inspection, preparation of reports	\$135.00	\$139.00
Jr. Maintenance & Operations Technician	On-site construction inspection, preparation of reports	\$145.00	\$149.00
Jr. Construction Inspector I	On-site construction inspection, preparation of reports	\$145.00	\$149.00
Jr. Construction Inspector II	On-site construction inspection, preparation of reports	\$152.00	\$157.00
Construction Inspector I	Operations phasing, estimating, utility coordination	\$161.00	\$166.00
Construction Inspector II	On-site construction inspection and management, preparation of reports, QA/QC	\$170.00	\$175.00
Sr. Construction Inspector I	Operations phasing, estimating, utility coordination	\$179.00	\$184.00
Sr. Construction Inspector II	Oversite of construction management staffing, resource allocation, QA/QC, contract review/mediation	\$183.00	\$188.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Escalation
Specialty Inspector	Operations phasing, estimating, utility coordination	\$183.00	\$188.00
Construction Manager I	On-site construction inspection, preparation of reports	\$197.00	\$203.00
Maintenance & Operations Technician	On-site construction inspection, preparation of reports	\$208.00	\$214.00
Sr. Specialty Inspector	On-site construction inspection, preparation of reports	\$208.00	\$214.00
Construction Manager II	On-site construction inspection, preparation of reports	\$208.00	\$214.00
Sr. Construction Manager I	Operations phasing, estimating, utility coordination	\$230.00	\$237.00
Sr. Maintenance & Operations Technician	On-site construction inspection and management, preparation of reports, QA/QC	\$230.00	\$237.00
Sr. Construction Manager II	Operations phasing, estimating, utility coordination	\$256.00	\$264.00
Construction Management Manager	Oversite of construction management staffing, resource allocation, QA/QC, contract review/mediation	\$270.00	\$278.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Esca
Construction Management (Field)			
Assistant Inspector I	Operations phasing, estimating, utility coordination	\$111.00	\$114.00
Assistant Inspector II	On-site construction inspection, preparation of reports	\$119.00	\$123.00
Jr. Maintenance & Operations Technician	On-site construction inspection, preparation of reports	\$131.00	\$135.00
Jr. Construction Inspector I	On-site construction inspection, preparation of reports	\$131.00	\$135.00
Jr. Construction Inspector II	On-site construction inspection, preparation of reports	\$135.00	\$139.00
Construction Inspector I	Operations phasing, estimating, utility coordination	\$145.00	\$149.00
Construction Inspector II	On-site construction inspection and management, preparation of reports, QA/QC	\$152.00	\$157.00
Sr. Construction Inspector I	Operations phasing, estimating, utility coordination	\$161.00	\$166.00
Sr. Construction Inspector II	Oversite of construction management staffing, resource allocation, QA/QC, contract review/mediation	\$170.00	\$175.00
Specialty Inspector	Operations phasing, estimating, utility coordination	\$170.00	\$175.00
Construction Manager I	On-site construction inspection, preparation of reports	\$179.00	\$184.00
Maintenance & Operations Technician	On-site construction inspection, preparation of reports	\$183.00	\$188.00
Sr. Specialty Inspector	On-site construction inspection, preparation of reports	\$183.00	\$188.00
Construction Manager II	On-site construction inspection, preparation of reports	\$183.00	\$188.00
Sr. Construction Manager I	Operations phasing, estimating, utility coordination	\$197.00	\$203.00
Sr. Maintenance & Operations Technician	On-site construction inspection and management, preparation of reports, QA/QC	\$197.00	\$203.00
Sr. Construction Manager II	Operations phasing, estimating, utility coordination	\$208.00	\$214.00
Environmental Services			
GIS Technician	GIS Services	\$135.00	\$139.00
Environmental Technican	Environmental science, field services, engineering report preparation	\$145.00	\$149.00
Jr. Environmental Scientist	Environmental science, field services, engineering report preparation	\$161.00	\$166.00
GIS Analyst	GIS Services	\$170.00	\$175.00
Environmental Scientist	Environmental science, field services, engineering report preparation	\$179.00	\$184.00
GIS Analyst/Programmer	GIS services oversight, QA/QC	\$183.00	\$188.00
Environmental Scientist II	Environmental science, field services, engineering report preparation	\$197.00	\$203.00
Sr. Envrionmental Scientist	Environmental science, field services, engineering report preparation	\$208.00	\$214.00
Sr. GIS Analyst/Programmer	GIS services oversight, QA/QC	\$208.00	\$214.00



City of Manitou Springs

On-Call Engineering, Surveying, GIS, and Bridge Inspection Services

Title/Classification	Responsibilities	Current Year	Year/Year Esca
Principal Engineer / Scientist	Environmental science, engineering report quality control, project management	\$230.00	\$237.00
Managing Engineer / Scientist	Environmental science, engineering report quality control, project and contract management	\$256.00	\$264.00

RATE SHEET



RATE SHEET – EFFECTIVE JANUARY 1, 2026

At Awestruck, we provide strategic, high-impact marketing, public engagement, and branding services with a team of experienced professionals. Below are our standard hourly rates for services.

HOURLY RATES

Service Role	Hourly Rate
Senior Public Involvement Manager	\$185.00
Senior Proposal & Pursuit Manager	\$150.00
Public Relations Strategist	\$165.00
Marketing & Communications Consultant	\$135.00
Graphic Designer (Senior)	\$100.00
Social Media & Content Strategist	\$115.00
Administrative Support	\$85.00

Additional Expenses

Mileage: If travel is required for a project we bill mileage at the current Federal Standard Mileage Rates.

All Additional Expenses: Expenses such as postage, printing, etc. are billed at cost.

Project-Based & Retainer Options

For larger projects or ongoing support, we offer custom pricing and retainers based on scope, duration, and service needs. Contact us to discuss tailored pricing.

For inquiries, proposals, or retainer options, contact us at our information below.



Awestruck Marketing & Design, Ltd.

204 S. 25th Street, Suite 3046

Colorado Springs, CO 80934

P: 719-235-2830 ✦ aj@stayawestruck.com

thank you!



**PROFESSIONAL STANDARD FEE SCHEDULE
EFFECTIVE JANUARY 2026**

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal.....	\$200/hr
Senior Project Manager	\$190/hr
Project Manager	\$155/hr
Senior Project Engineer or Geologist.....	\$150/hr
Project Engineer or Geologist	\$120/hr
Staff Engineer or Geologist	\$97/hr
Resident Construction Engineer	\$170/hr
Construction Manager	\$165/hr
Construction Observer 3	\$127/hr
Construction Observer 2	\$118/hr
Construction Observer 1	\$108/hr
Laboratory Supervisor	\$105/hr
Technician 3	\$87/hr
Technician 2	\$76/hr
Technician 1	\$62/hr
CAD Designer	\$130/hr
CAD Technician	\$80/hr
Administrative Assistant.....	\$80/hr

**Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.
Laboratory tests are quoted on separate schedule or cost, plus 15 percent for outside laboratory testing when applicable.

Other Direct Charges:

Reproduction of drawings and specifications	Actual Cost
Travel within City of Manitou Springs	No Charge
Equipment on site (nuclear density gauge)	No Charge



LABORATORY RATE SCHEDULE EFFECTIVE JANUARY 2026**

Classification – Index Tests:

Natural moisture content (ASTM D2216).....	\$ 12
Moisture content – dry unit weight, drive or core sample (ASTM D2937).....	\$ 20
Moisture content – dry unit weight, chunk or block sample	\$ 30
Moisture content – dry unit weight, thin walled tube sample	\$ 30
Atterberg limits with PL, PI, LL (ASTM D4318).....	\$ 80
Aggregate specific gravity.....	\$ 60
Sand Equivalent.....	\$ 90
Grain size analysis (ASTM D422, 6913):	
a) Eight standard sieve nest to #200 (per ASTM D2487 or AASHTO M145)	\$ 75
b) Less than 3” max to #200 sieve with one split sieve	\$ add 50
c) Percent less than #200 sieve with wash.....	\$ 50
d) Hydrometer analysis.....	\$ add 135
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as-required	\$ 155

Moisture Density Relations:

Standard Proctor compaction (ASTM D698).....	\$ 160
Oversize Correction (w/coarse aggregate specific gravity)	\$ add 60
Modified Proctor compaction (ASTM D1557).....	\$ 175
Oversize Correction (w/coarse aggregate specific gravity)	\$ add 60
R-value (ASTM D2844, Cal 301), untreated soil	\$ 400
CBR Test.....	\$ 380

Corrosion Testing:

pH of soil or water (D4972)	\$ 45
Resistivity of soil or water, as received or saturated	\$ 45
pH and resistivity of soil or water (Cal 643)	\$ 90
Soluble sulfates	\$ 45
Soluble chlorides	\$ 45
Corrosivity suite (pH, resistivity, chloride, sulfate)	\$ 145

Swell/collapse Testing:

Swell-Collapse (ASTM D4546-A)	\$ 175
Swell-Collapse (ASTM D4546-B, C)	\$ 80
Soil unconfined compression strength (ASTM D2166)	\$ 85

Pavement Tests:

Asphalt content	
a) Ignition furnace calibration, per mix	\$ 250
b) %AC	\$ 120
c) Gradation	\$ 115
Theoretical maximum specific gravity (Rice) (AASHTO T209)	\$ 120
Bulk specific gravity, each (AASHTO T166)	\$ 55
Micro-Deval Abrasion of Coarse Aggregate (AASHTO T327, ASTM D6928, CP-L 4211)	\$ 275
LA Abrasion (AASHTO T96 or ASTM C131)	\$ 200
Fracture faces	\$ 75
Lottman moisture sensibility	\$ 450
Hveem stability (3 specimens)	\$ 325

Strength Tests:

Compressive strength of cylindrical concrete specimens (4"x8") (AASHTO T22 / ASTM C39).....	\$ 22
Flexural strength of concrete beam (using simple beam with third-point loading)	\$ 85
Point load strength index of rock and application to rock strength classifications (ASTM D5731)	\$ 45
Mortar & grout cube compressive strength (ASTM C109) (per cube)	\$ 22

** For tests not included in this fee schedule, please contact GEG for a quote. We have more capacity than shown in this schedule.

EXHIBIT B

Task Order Form to be completed for work to be performed



City of Manitou Springs Task Order Form

Task Order Number: _____ Task Order Date: _____

Project name: _____ Original Contract Effective Date: _____

City Department: _____ City Project Manager: _____

Business Name: _____ Business Phone Number: _____

Business Address: _____

Project Start Date: _____ Project Completion Date: _____

Task Order NTE Amount \$ _____ GL Code: _____

City Project Manager: _____ 719- _____
Name (print) phone email

City Project Manager: _____ 719- _____
Name (print) phone email

Detailed Description of Task(s) [or attach page(s)]

Approvals:

City Project Manager (sign) Date Consultant Project Manager (sign) Date

- Less than \$20,000 – Dept Head Approval
- More than \$20,000 – City Administrator Approval
- More than \$50,000 – City Council Approval – *City Council date for approval:* _____

Authorized City Approval:

Name (print) title

Sign Date

Comments, if any:

EXHIBIT C

**Request for Qualifications for Program Manager for City of Manitou Springs
2026 with question/answers.**

No	Question/Answer	Question Date
Q13	<p>Question: GIS Services Questions</p> <ol style="list-style-type: none"> 1. Do you have an existing vendor or incumbent supporting this work? 2. What is the expected budget, annual spend, or contract value for this effort? 3. Do you prefer a local or in-state firm, or is geography not a major factor? 4. How is GIS currently staffed, and how much internal capacity do you realistically have? 5. Would you describe the GIS team as largely self-sufficient, somewhat stretched, or overwhelmed by current demand? 6. Is this effort mainly tactical support for specific needs, or part of a broader GIS modernization effort? 7. Who owns GIS internally, and is there a clear executive or departmental sponsor? 8. Is GIS governed centrally, or is responsibility spread across departments? 9. What Esri environment(s), and version if applicable, does the City leverage for developing GIS applications (i.e., ArcGIS Online, ArcGIS Enterprise 11.x)? <p>Answer: 1. No, this is currently performed in house</p> <p>2. There is no projected budget, but this would be shared with other professional services line items across the general fund, and enterprise funds depending on the work required. The total budget can be viewed here: https://city-manitou-springs-co-clear.doc.cleargov.com/19940/756565/d</p> <p>3. Do you prefer a local or in-state firm, or is geography not a major factor? A local firm is preferred, so that in person support can be provided in the field.</p> <p>4. How is GIS currently staffed, and how much internal capacity do you realistically have? There is one full time GIS tech in the City</p> <p>5. Would you describe the GIS team as largely self-sufficient, somewhat stretched, or overwhelmed by current demand? Largely self sufficient for current workload. However, for the asset management project in 2026, this will require external support which is why this item is included in the RFQ</p> <p>6. Is this effort mainly tactical support for specific needs, or part of a broader GIS modernization effort? This will require both efforts</p> <p>7. Who owns GIS internally, and is there a clear executive or departmental sponsor? Public Services owns GIS internally, and the public services director is the executive sponsor.</p> <p>8. Is GIS governed centrally, or is responsibility spread across departments? Spread across all departments, but owned by public services</p> <p>9. What Esri environment(s), and version if applicable, does the City leverage for developing GIS applications (i.e., ArcGIS Online, ArcGIS Enterprise 11.x)? Primarily Use ArcGis Online</p>	04/22/2026
Q14	<p>Question: Comparable Projects</p> <p>In section B, you state, "Provide a summary of at least three (3) recent projects comparable to the scope of this RFQ" is this three projects per category or in total?</p> <p>Answer: Please provide three projects per category, so the scoring committee can get and accurate understand of the abilities of the prime and partners/subs.</p>	04/22/2026

No	Question/Answer	Question Date
Q15	<p>Question: Allowed Page Size Can we use 11x17's for larger graphics, i.e., org chart, maps, fee, and schedules?</p> <p>Answer: 11x17's may for larger graphics, but each page (either 11x17 or 8.5x11) will count toward to total. Please do not place two pages on an 11x17, just to stay under the page limit.</p>	04/22/2026



REQUEST FOR QUALIFICATIONS

2026-004

**On-Call Engineering, Surveying, GIS, and Bridge Inspection
Services**

CITY OF MANITOU SPRINGS

**Published
03/31/2026**

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

REQUEST FOR QUALIFICATIONS**RFQ 2026-004**

City Contact: Arron Edmonds, Sr Project Manager

Email: aedmonds@manitouspringsco.gov**SCHEDULE OF EVENTS (MST - subject to change)**

1. RFQ PUBLISHED: **03/31/2026**
2. PRE-QUALIFICATION CONFERENCE: **04/15/2026, 1 P.M.**
3. DEADLINE FOR QUESTIONS: **4/22/2026 3:00 P.M.**
4. FINAL ADDENDUM ISSUED: **4/24/2026**
5. RFQ SUBMITTAL DEADLINE: **05/01/2026 3:00 P.M.**
6. NOTICE OF SELECTION: **06/01/2026**

PRE-QUALIFICATION CONFERENCE:

A pre-qualification conference will be held on date and time identified above, at the City of Manitou Springs Water Shop at Public Works Facilities, 101 Banks Pl, Manitou Springs, CO 80829. The purpose of this pre-qualification conference is to discuss this Request for Qualifications.

QUESTIONS CRITERION/SUBMITTAL REQUIREMENTS:

The City will only accept questions submitted **via the Rocky Mountain E-Purchasing System (BidNet)**. No verbal questions or questions through any other means, including email will be accepted. **Emailed questions will be accepted only if there are issues with BidNet.com.**

QUALIFICATION CRITERION/RESPONSE REQUIREMENTS:

Responses must be received no later than Submittal Deadline and time identified above. *(Submittals received after this date and time will NOT be considered for award.)* Responses must remain valid for **90 days** from the submission deadline, during which time the City may complete the evaluation and contract award process.

The City will only accept responses submitted electronically **via the Rocky Mountain E-Purchasing System (BidNet)**. Late submittals **WILL NOT** be considered, regardless of cause. Faxed or emailed responses (outside of the BidNet system) are not acceptable.

A signed Attachment A – Qualification Acknowledgement Form – must be included with submitted qualifications. Be sure to include additional acknowledgement forms for each addenda.

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

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

BIDNET Direct Support**800-835-4603**

City of Manitou Springs – Request for Qualifications (RFQ)

I. Introduction and Purpose

City Background: Manitou Springs is a historic mountain community at the base of Pikes Peak with unique infrastructure challenges related to its steep terrain and tourism-driven economy. Manitou Springs is also a vibrant artisan community, home to world class art, music, theater, and sidewalk sculpture displays. The Historic District is lined with unique art galleries, one of a kind gift shops and trading posts with handcrafted Native American treasures. Manitou Springs is home to dozens of artists and art galleries. Today, health and wellness continues to be a draw for residents and visitors who come to the area for its unparalleled quality of life and holistic, spiritually uplifting personality. The community has a range of boards and commissions that help to plan for and implement key community projects and facilities.

The City is approximately 3.2 square miles in area, with over 150 historic structures, including 27 historic arch bridges. Many homes are over 100-years old, and the approximately 30 miles of streets serving these residences are often narrow and steep.

Project Description: The City of Manitou Springs, Colorado (“City”) is soliciting qualification responses from experienced firms to provide **on-call professional services** in four disciplines: **Engineering, Surveying, Geographic Information Systems (GIS), and Bridge Inspection**. The intent is to establish one or more on-call contracts to support City projects on an as-needed basis over a multi-year term. Respondents may propose on **one, multiple, or all service areas**, and the City reserves the option to award a single contract covering all services or separate contracts by discipline, depending on the qualifications and capabilities of the firms. This RFQ is issued in accordance with the City of Manitou Springs Municipal Code and procurement policies, and all services will be performed under a subsequent Professional Services Agreement in compliance with City requirements and applicable laws.

The City frequently undertakes small-to-medium projects involving roadways, utilities, facilities, and parks, and it requires supplemental expertise in engineering and related fields. The selected firm(s) will ideally have **extensive municipal project experience in mountainous environments**, as such experience will be given strong preference. The on-call services will help the City augment staff capacity and ensure timely, cost-effective delivery of infrastructure projects.

The City was also awarded the Local Impact Accelerator Grant through the State Energy office, and consultant services would be required to develop the Active Transportation Code and Plan for the City, in conformance with the State Requirements for the grant.

Funding and Regulatory Compliance: Projects performed under this on-call contract may be funded through various sources and grants, including but not limited to the Colorado Department of Transportation (CDOT), Federal Emergency Management Agency (FEMA), Colorado Department of Local Affairs (DOLA), Pikes Peak Rural Transportation Authority (PPRTA), Pikes Peak Area Council of Governments (PPACG), and the Colorado Energy Office. Consequently, consultants **must be familiar with federal, state, and regional funding requirements and**

regulations (e.g. FHWA/CDOT design standards, FEMA documentation, NEPA, AIS and BABA documentation, etc.) and be able to ensure compliance with all applicable procurement and documentation standards for these agencies. Familiarity with **City of Manitou Springs local codes and development regulations** is also essential. The successful firm(s) will be expected to coordinate with City staff and outside agencies to meet all permitting, funding, and code requirements.

Contract Term: The City anticipates awarding an on-call contract (or contracts) for an initial term of **two** (2) years, with the option to renew for additional year(s) by mutual agreement. The contract(s) will be task-order based: for each project, the City will define a specific scope of work and request a proposal (scope, schedule, and fee) from the on-call consultant. Work will be authorized via individual task orders or contract amendments. There is no guaranteed minimum work; however, the intent is to have qualified professional support readily available for a variety of City needs over the contract period.

II. Scope of Services

General Description: The selected consultant(s) shall be capable of providing a broad range of professional services in the categories of Engineering, Surveying, GIS, and Bridge Inspection. Services will be requested on an as-needed, project-by-project basis. Typical tasks may include preliminary studies, design, permitting assistance, field inspections, procurement support, construction management support, and technical consulting related to the service areas. Responding firms should clearly indicate which of the following service areas they are qualified to perform. The City may select different firms for different service areas unless a single firm demonstrates superior qualifications across all areas.

A. Engineering Services: Provide civil and structural engineering services for municipal infrastructure projects. This may encompass: planning and design for streets, drainage and stormwater management, utilities (water, wastewater), parks and recreation facilities, retaining walls, and small structures; preparing plans, specifications, and estimates for construction; reviewing development plans for conformance to City standards; and construction phase services such as submittal review, field observation, and project management. Specialized engineering capabilities such as geotechnical, traffic/transportation engineering, hydraulic/hydrology engineering, and environmental engineering should be noted if available. The engineering consultant may also assist with grant applications, technical reports, and coordination with agencies (e.g., CDOT) as needed.

B. Surveying Services: Provide professional land surveying and geomatics services to support City projects. Tasks may include topographic surveys, boundary and right-of-way surveys, preparation of legal descriptions and plats, construction staking, easement surveys, and elevation certificates for floodplain management. Survey work must be performed under the direction of a Colorado Licensed Professional Land Surveyor and meet all applicable State standards. Deliverables will typically include CAD drawings and stamped survey documents.

C. GIS Services: Provide on-call GIS support, including collecting and integrating spatial data, maintaining and updating the City's GIS databases (e.g., for utilities, streets, parcel maps), producing high-quality maps and data visualizations, and performing spatial analysis in support of planning, engineering, and emergency management projects. The consultant may be asked to develop GIS applications or tools for City staff, ensure compatibility with regional GIS systems, and assist in GIS data reporting for grants or regulatory compliance. Strong proficiency with ESRI ArcGIS software or equivalent is required. *(Note: The City's current GIS needs are integrated with many projects; having GIS capabilities within the team is highly preferred. If GIS is not a core competency of the proposing firm, the response should identify a sub-consultant or approach to meet GIS needs.)*

D. Bridge Inspection Services: Provide certified bridge inspection and structural evaluation services for City-owned bridges and large culverts (which may include pedestrian bridges and roadway bridges within City limits). This includes conducting routine inspections in accordance with the National Bridge Inspection Standards (NBIS) or CDOT requirements, preparing inspection reports with photographs and condition assessments, and recommending maintenance or repair strategies. The consultant may also be tasked with designing or reviewing bridge rehabilitation projects, load rating calculations, and emergency inspection following extreme events (e.g., floods). At a minimum, the team must have personnel certified as bridge inspectors in Colorado. All reports must be sealed by a Professional Engineer licensed in Colorado with appropriate qualifications in structural engineering.

E. Material Testing Services: Provide material testing services for various materials used in construction projects. Must provide testing according to guidelines of federally funded agencies, including

F. Master Parks Planning: A Master Plan that will be used to chart the next ten years for the City of Manitou Springs Parks and Recreation Department. Scope of work to include: internal assessment and project administration; community engagement; resource and data collection; issue identification; implementation; and development of final plans and supporting material. Each section is outlined in detail with specific consultant deliverables. This Master Plan should be based upon a firm understanding of the department's strengths, weaknesses, opportunities, and be a community-inspired, actionable plan for implementation.

G. Active Transportation Planning: Provide for the development of a City wide Active Transportation Plan and Code. The plan will guide City efforts in securing funding and implementing improvements to strengthen the active transportation network.

The above scope items are not exhaustive. Other related professional services that could be requested include: environmental assessments and permitting support, traffic studies, materials testing, construction management/resident engineering, GIS-based asset management, and grant application assistance. **Firms should clearly state any sub-disciplines or tasks they do not offer.** Use of sub-consultants is permitted for specialized tasks; however, the primary on-call firm will be contractually responsible for sub-consultant work and must manage and coordinate all sub-

consultant services. All work must adhere to relevant industry standards and codes, and all deliverables (plans, reports, maps, etc.) will become the property of the City.

III. RFQ Response Requirements

Respondents shall submit a concise response organized in the following sections. The response should be focused on qualifications (this is not a bid for specific work), and it must enable the City to effectively evaluate the firm's capabilities and experience. **Submissions that fail to include the required information may be disqualified.**

A. Cover Letter (1 page): Introduce the firm and express interest in providing on-call Engineering, Surveying, GIS, and/or Bridge Inspection services. The letter should be on official letterhead and signed by an authorized official of the firm. It must include the name, address, and contact information of the primary point of contact for the response.

B. Firm Qualifications and Experience: Describe the firm's background, size, and years in business, particularly **experience with similar municipal on-call contracts or projects**. Outline the firm's areas of expertise and the specific service areas (Engineering, Surveying, GIS, Bridge Inspection) included in the response. **Highlight experience in mountain or foothills communities** and any projects in Manitou Springs or similar Colorado municipalities. Emphasize relevant projects that involved compliance with CDOT/FHWA standards, FEMA-funded project requirements, PPRTA or PPACG processes, and other pertinent regulatory frameworks. Provide a summary of at least **three (3)** recent projects comparable to the scope of this RFQ, including the client, project description, year, and the firm's role. If the firm has previously failed to complete a contract or has any contract defaults, provide an explanation (if none, state so).

C. Key Personnel and Team: Identify the **project manager** and key staff who would be assigned to the on-call contract, including any key sub-consultants for specialized areas. Provide an organizational chart if multiple team members or sub-consultants are proposed. Include brief resumes for key individuals (can be in an appendix) focusing on their relevant experience, qualifications, certifications (e.g., PE, PLS, CBI for bridge inspectors, GISP, etc.), and location. Clearly indicate experience of personnel in the service areas they will cover (e.g., lead bridge inspector's qualifications on similar bridge inspection programs). Also indicate each person's availability and office location. The City strongly favors teams that have **sufficient capacity and are located within the region** to ensure prompt response and on-site presence when needed.

D. Project Approach and Understanding: Provide a narrative describing the firm's **approach to on-call services** and understanding of the City's needs. Discuss how the firm will manage task orders, ensure quality and consistency across different assignments, and respond on short notice for urgent needs. Confirm the ability to meet **multiple funding agency requirements** and adhere to City and federal procurement standards in executing projects (for example, knowledge of **CDOT Local Agency** project processes, FEMA reimbursement documentation, etc.). Include a statement that the firm will ensure compliance with all applicable City of Manitou Springs codes, standards, and permitting processes (such as the City's engineering specifications, zoning code, floodplain regulations, etc.). Describe any unique strengths or innovative tools (e.g., GIS capabilities, asset management systems, drone survey technology, etc.) that the team brings to fulfill the scope. If

proposing only certain disciplines, explain how the firm will coordinate with the City or other consultants in projects requiring multi-disciplinary effort.

E. References: Provide at least **three (3)** client references for projects of comparable scope. Ideally, include **Colorado municipal or county clients** for whom similar on-call or multi-disciplinary services have been provided. For each reference, include the client organization name, a brief description of the relevant work, and the name, title, phone, and email of a contact person who can speak to the firm's performance. The City may contact references to verify experience and client satisfaction.

F. Fee Schedule: Include a rate sheet with hourly billing rates for all personnel or labor categories likely to work on assignments (including sub-consultants, if applicable). Also list any other standard charges (e.g., mileage, survey equipment, GIS software access, etc.) or multipliers. While no specific project pricing is requested at this stage, the City will use these rates to for budgeting purposes for future projects (based on the the cost for individual task orders) after the firm is selected. If the firm anticipates periodic rate escalations during the contract, indicate the basis (e.g., annual CPI adjustment). *Note:* Final fee negotiations will occur per task order, and **that the rate sheet shall be submitted separately and will not be used in the determination of the selected firm.**

G. Licensing and Insurance: (It is not necessary to submit certificates at the RFQ stage, but an ability to obtain required coverage must be indicated.) Provide proof (or affirmation) of the firm's applicable licenses and certifications (e.g., Colorado Registered Professional Engineer, Professional Land Surveyor license numbers, etc.). Confirm that the firm carries or will obtain the required insurance coverages if selected – at minimum, general liability, professional liability (E&O), automobile liability, and workers' compensation coverages meeting or exceeding City requirements, The successful consultant will be required to name the City as an additional insured on certain policies. The following insurance and bonds will be required:

- **Workers Compensation** coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract;
- **Commercial General Liability** coverage with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations;
- **Professional Liability Coverage** Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

H. Potential Conflicts of Interest: Disclose any current engagements or past dealings that could pose a conflict of interest in performing work for the City of Manitou Springs. For example, list any private developments in Manitou Springs or adjacent jurisdictions for which the firm is providing services, or any business relationships with City officials. Explain how the firm would avoid conflicts of interest. Note that the existence of potential conflicts will not automatically disqualify a firm, but transparency is required.

The RFQ response should be **succinct and well-organized**. All sections above must be included, but respondents may choose to combine sections or add brief additional sections if needed for clarity. The entire submission, excluding resumes and cover page, should **not exceed 25 pages**. Pages shall be 8.5"x11", minimum 11-point font. Responses must be delivered **electronically (PDF format)** via email or the Rocky Mountain E-Purchasing System (BidNet) as specified. Late submissions will **not** be accepted, and hard copies are not required.

IV. Evaluation Criteria and Selection

All timely submitted responses will be reviewed by a City evaluation committee. The objective is to identify the firm or firms that are **most qualified** and offer the best overall value to the City for these on-call services. The City will evaluate qualifications using the criteria and weights summarized below:

Evaluation Criteria	Weight
Firm & Key Staff Qualifications – Experience, expertise, and capacity of the firm and proposed staff in the required service areas. Includes the depth of resources for each discipline and the firm’s track record on similar projects. Strength of past performance and references will be considered under this factor.	40
Experience in Mountain Communities – Demonstrated success delivering projects in mountain or foothill environments similar to Manitou Springs. This includes understanding of mountain weather, terrain, and construction constraints, as well as relevant project examples in high-altitude communities.	15
Approach & Understanding – Quality of the project approach, including responsiveness to on-call needs, clarity of communication protocols, quality control measures, and understanding of the City’s objectives and constraints. Innovative approaches or tools that enhance service delivery may add value.	25
Knowledge of Local Codes & Funding Requirements – Familiarity with City of Manitou Springs codes, standards, and processes, and ability to comply with federal/state funding agency requirements (CDOT, FEMA, etc.). This includes any relevant certifications or direct experience with programs governed by these agencies.	20
Total	100

Table: Key evaluation factors for selection of on-call consultant(s). These mirror priorities used by similar Colorado municipalities for on-call engineering services (e.g., mountain experience carries significant weight).

Each response will be scored against the above criteria. The City may choose to conduct **interviews** or require oral presentations from top-ranked firms if necessary to finalize the evaluation; if so, additional points (e.g., up to 10 points) may be allotted for interview performance. However, the City reserves the right to make a selection based solely on written responses.

The outcome of the evaluation will be a ranked list of firms for each service area. One or more firms may be selected for contract negotiations. **The City may select a single firm for all services or multiple firms (each being on-call for specific disciplines), based on what is deemed to be in the City's best interest.** Being the highest-scoring firm in all categories is not necessarily required for a single firm award if multiple specialized firms together better meet the City's needs. Conversely, if one firm is highly qualified across all disciplines, the City may opt to award one comprehensive contract.

VI. Terms and Conditions

Contract Negotiation: The top-ranked consultant(s) will be invited to negotiate a detailed scope of services, staffing plan, and fee schedule. If the City and the firm(s) cannot reach agreement on contract terms within a reasonable time, the City may terminate negotiations and initiate discussions with the next-ranked firm. The final selected consultant(s) will be expected to enter into the City's standard Professional Services Agreement (PSA) for professional services. A sample contract template can be provided upon request. Key contract provisions will include indemnification, insurance requirements, adherence to laws, and termination clauses, consistent with City policy. No work is guaranteed until a contract is fully executed and a Notice to Proceed is issued for a specific task.

Negotiation of Award: In the event only one (1) responsive qualification is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the qualification in lieu of accepting the qualification as is.

Contract: The selected offeror will enter into a contract, using the City's standard Services Agreement with the City of Manitou Springs for this work. The contract will set for the agreement and responsibilities as outlined in this RFQ.

Compliance with Laws: The consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of services. This includes compliance with the Manitou Springs Municipal Code, state labor laws, and federal regulations when federal funds are involved. The firm and its sub-consultants must hold or obtain all necessary licenses and permits for the work. The City of Manitou Springs is an Equal Opportunity Employer; the selected consultant shall not discriminate in employment practices as per federal and state laws. All deliverables and work products will become the property of the City.

Cost of Response Preparation: Respondents are responsible for all costs associated with preparing and submitting their response. The City will not reimburse any expenses incurred as a result of this solicitation process. This RFQ does not obligate the City to award a contract or to pay any costs incurred in preparation of responses or interviews.

Public Disclosure: All materials submitted in response to this RFQ become the property of the City. The City is subject to the Colorado Open Records Act (CORA). Accordingly, responses may be subject to public disclosure, **except for such portions that the respondent designates as trade secrets or confidential commercial data** in accordance with CORA. Any confidential sections must be clearly marked in the response. The City will endeavor to protect legitimate confidential information, but ultimate disclosure will be governed by CORA provisions and at the City's discretion.

City Rights Reserved: The City of Manitou Springs reserves the right to **reject any and all responses**, to waive minor irregularities or informalities in responses, and to request clarifications or additional information if needed. The City may accept that response which, in the City's judgment, best serves the interests of the City, and **is not bound to accept the lowest-cost response**. The City also reserves the right to cancel or re-issue this RFQ at any time. By submitting a response, proposers acknowledge these rights and agree to these terms.

Multiple Awards and Additional Firms: As noted, the City may award contracts to more than one firm. The City also reserves the right to separately contract with other firms for similar services if it deems necessary, whether or not those firms submitted responses to this RFQ, in order to ensure the City's needs are met. The issuance of an on-call contract is not a guarantee of any particular volume of work.

Contractor Responsibility: The selected consultant(s) shall be solely responsible for the professional quality, technical accuracy, and coordination of all services and deliverables. The consultant shall act as an independent contractor, and neither it nor its employees will be considered agents or employees of the City. Sub-consultants (if any) shall be subject to City approval, and the prime consultant must assume complete responsibility for subcontracted work.

Insurance and Indemnification: The consultant must maintain insurance coverage as described in Section III.G and the forthcoming contract and provide certificates of insurance upon contract signing. The City will require standard indemnification clauses in the contract, generally holding the City harmless from claims arising from the consultant's negligent or willful acts or omissions in performance of services.

Validity of Responses: By submitting a response, the firm certifies that all information is true and accurate and that the response is made in good faith. An officer of the company must sign the response. Once submitted, response cannot be withdrawn without a formal written request and approval by the City. False or misleading statements in a response may be cause for disqualification.

Minor Informalities: Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

VII. ADMINISTRATIVE INFORMATION

Issuing Office: The City of Manitou Springs agent listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ or to arrange meetings related to such.

Official Means of Communication: All official communication from the City to offerors will be via BidNet or to the City contact as identified on page 2 of this RFQ. The City will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

Inquiries: Prospective offerors may make written inquiries via BidNet or by email to the City contact as identified on page 2 of this RFQ before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-qualification conference. No inquiries will be accepted after the deadline.

Response to offerors' inquiries will be posted on BidNet by the final addendum date listed herein. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City of such matters immediately upon discovery.

Responsibility Determination: The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

Acceptance of RFQ Terms: A response submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly, any variations between its qualification and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

Protested Solicitations and Awards: Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFQ, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.

Acceptance of Qualification Content: The contents of the qualification (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

RFQ Cancellation: The City reserves the right to cancel this RFQ at any time, without penalty.

RFQ Response/Material Ownership: All material submitted regarding this RFQ becomes the property of the City of Manitou Springs, unless otherwise noted in the RFQ.

Incurring Costs: The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Non-Discrimination: The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

News Releases: Neither the City, nor the offeror, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Officer.

Taxes: The City of Manitou Springs is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes.

Assignment and Delegation: Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

Availability of Funds: Financial obligations of the City of Manitou Springs payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

Standard of Conduct: The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful company to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.
- e. Agents and employees of Contractor working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor shall require each of their employees to carry proper identification including company identification.

Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Other Statutes:

- b. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- c. The signatory hereto avers that to his/her knowledge, no City of Manitou Springs employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

Attachments:

- **Attachment A – Sample Agreement** (City of Manitou Springs standard contract form)
- **Attachment B – Sample Task Order Form** (City of Manitou Springs standard Task Order Form)

For any questions regarding this RFQ, please contact the contact listed on page two by the stated deadline. We encourage interested firms to monitor the City’s BidNet posting for any updates or addenda.

The City appreciates your interest in providing professional services to Manitou Springs. We look forward to reviewing your qualifications.

End of RFQ

Questions & Answers - 1

Solicitation 2026-004 - RFQ Engineering
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q1	<p>Question: RFP Disciplines</p> <p>Can the City confirm the discipline categories? Page 3 states “four disciplines: Engineering, Surveying, Geographic Information Systems (GIS), and Bridge Inspection”, but pages 4-5 list seven disciplines.</p> <p>Answer: The four disciplines on Page 3 shows the 4 general disciplines that will be required to perform the services on Pages 4-5.</p>	04/08/2026
Q2	<p>Question: Multi-discipline Response</p> <p>If we are proposing on multiple disciplines, does the City have a preferred organization of that information (i.e. distinct sections, or blended information)?</p> <p>Answer: We do not have a preferred organization.</p>	04/08/2026
Q3	<p>Question: Project Experience</p> <p>The RFP asks for 3 recent comparable projects in both Section B and Section E – should we put the same information into both areas?</p> <p>Answer: Yes you can use the same responses.</p>	04/08/2026
Q4	<p>Question: Attachment A</p> <p>On page 2, it states that a signed Attachment A - Qualification Acknowledgement Form must be included with submitted qualifications. Attachment A in the RFQ is a sample agreement form. Is there a different form we need to sign?</p> <p>Answer: This is a mistake the A-Qualification acknowledgement form is not required.</p>	04/08/2026

Questions & Answers - 2

Solicitation 2026-004 - RFQ Engineering
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q5	<p>Question: GIS - data collecting Re: "Provide on-call GIS supporting, including collecting..." Is there a heavy need for on-call field work in terms of collecting spatial data or is this meant as digital collection of resources?</p> <p>Answer: This will primarily work with spatial collection of GIS data.</p>	04/08/2026
Q6	<p>Question: Divider Pages Do section divider pages count against pages in the 25 page count?</p> <p>Answer: No they do not.</p>	04/08/2026
Q7	<p>Question: Materials Testing Services Under Scope of Services, bullet point "E. Materials Testing Services," is there additional information available for this area? It ends stating "Must provide testing according to guidelines of federally funded agencies, including" and appears that text is missing.</p> <p>Answer: We expect a full suite of material texting capabilities.</p>	04/08/2026
Q8	<p>Question: City GIS Data To what degree has the City integrated GIS data into an Enterprise GIS system?</p> <p>Answer: Currently GIS line work is integrated in ARCGis. We plan to move to an asset management program in 2026.</p>	04/08/2026
Q9	<p>Question: Final Addendum Date Would the City consider moving up the final addendum date to allow for more time between the final addendum and the submittal date? Or would the City consider pushing the submission date to allow for more time to adjust to the final addendum?</p> <p>Answer: The dates will stay as they are.</p>	04/08/2026

Questions & Answers - 3

Solicitation 2026-004 - RFQ Engineering
Buying Organization City of Manitou Springs

No	Question/Answer	Question Date
Q10	<p>Question: Rate Sheets Do rate sheets count towards the page limit? Should we include a rate sheet for each subconsultant that may work on the contract?</p> <p>Answer: Rate Sheets do not count toward the page limit, and shall be submitted separately from the proposal. Please include a rate sheet for each subconsultant that may work on the contract.</p>	04/20/2026
Q11	<p>Question: Conflicts of Interest Potential Conflicts of Interest (page 8, H.): please clarify if work in adjacent jurisdictions refers to private development only, or both private and public works.</p> <p>Answer: Section III.H is intended to cover both private and public-sector engagements in Manitou Springs or adjacent jurisdictions, where such work could reasonably present a real or perceived conflict of interest. The reference to private developments is provided as an example and is not intended to limit required disclosures.</p>	04/22/2026
Q12	<p>Question: Licensing and Insurance Licensing and Insurance (page 7, G.): Do you want a sample of what the coverage of insurance would be, or just a statement that we will commit to your requirements?</p> <p>Answer: At the RFQ stage, firms are not required to submit sample insurance certificates or policy documentation. Section III.G requires only a statement affirming the firm's ability and commitment to obtain the required insurance coverages and limits if selected for contract negotiations</p>	04/22/2026



Memorandum

Title: Consider Reappointing Alan Delwiche to the Urban Renewal Authority Board

From: Mayor Natalie Johnson

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

July 7, 2026

Purpose:

To reappoint Alan Delwiche to the Manitou Springs Urban Renewal Authority Board (URA).

Background:

Mr. Delwiche's appointment expired at the end of June and he has requested to be reappointed. Under the state rules for URA Board appointments, the Mayor selects members, subject to City Council approval.

Fiscal Impact:

None.

Workload Impact:

Minimal.

Recommended Action:

Approve Alan Delwiche's reappointment to the Urban Renewal Authority Board through the approval of the consent calendar.



Memorandum

Title: Proclamation No. 1026, A Proclamation Designating July as Parks and Recreation Month

From: Gillian Rossi, Parks and Recreation Director

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 5 Minutes

July 7, 2026

Purpose:

The purpose of this item is to present a proclamation designating July 2026 as Parks and Recreation Month in the City of Manitou Springs.

Background:

This proclamation recognizes the important role that parks, trails, open spaces, and recreation programs play in promoting health, wellness, environmental stewardship, and quality of life for residents and visitors.

Fiscal Impact:

None.

Workload Impact:

Minimal.

Recommended Action:

Read Proclamation No. 1026, A Proclamation designating July as Parks and Recreation Month and proclaim it so.



Proclamation No. 1026

Designation of July as Parks and Recreation Month

Whereas, parks and recreation is an integral part of communities throughout this country, including the City of Manitou Springs; and

Whereas, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation encourages physical activities by providing space for tennis, pickleball, skateboarding, cycling, hiking, swimming, and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation programming, such as swimming lessons and youth sports are critical to childhood development; and

Whereas, parks and recreation is fundamental to the environmental well-being of our community; and

Whereas, our parks, trails, and open spaces ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the City of Manitou Springs recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Manitou Springs, do hereby proclaim July 2026 as Parks and Recreation Month in the City of Manitou Springs.

Adopted this 7th day of July 2026 in the City of Manitou Springs, El Paso County,
Colorado

Natalie Johnson, Mayor

Attest: Elena Krebs, City Clerk



Memorandum

Title: Community Budget Engagement Report
From: Denise Howell, City Administrator
To: Mayor and City Council
CC: City Administrator Denise Howell
Allocated Time: 30 Minutes

July 7, 2026

Purpose:

The purpose of this item is to provide City Council with a high-level overview of community feedback gathered during the recent budget engagement sessions. Berrick Abramson with Confluence Policy and Strategy Group, will present a summary of key themes, priorities, and outcomes identified through these engagements.

Background:

The City hosted community budget engagement sessions on June 11 and June 13, 2026, to gather input from residents regarding priorities, concerns, and preferences related to the city's budget. These sessions provided an opportunity for participants to share feedback directly and engage in discussions about City services, funding priorities, and future investments. The consultant will present a high-level overview of what was heard from participants, including common themes, areas of consensus, and notable considerations.

Fiscal Impact:

Workload Impact:

Recommended Action:

This is for informational purposes only.



CONFLUENCE POLICY & STRATEGY
GROUP

CITY OF MANITOU SPRINGS

Budget Community Engagement Report

Community Input on Budget Priorities, Expenditure Decisions, and Revenue Options

Engagement Dates: June 11 & 13, 2026

Report Prepared by: Confluence Policy and Strategy Group

Prepared for: City of Manitou Springs — City Council and Senior Staff

Date of Report: June 2026

Contents

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A Note on Process and Neutrality

Confluence Policy and Strategy Group was engaged by the City of Manitou Springs as an independent outside facilitator to design and lead a community engagement process on the City's budget. Confluence's role was to create conditions for authentic, informed community input and to report that input accurately and without editorial advocacy. This report reflects what participants said and not the policy recommendations of Confluence or its staff.

Where input was contributed by a City Council member who was present at one of the in-person sessions, that is noted as such in the relevant section of this report. Council member input is included because it was offered in the context of a community engagement session and is part of the factual record of what was discussed. It is identified separately because it represents a distinct lens from that of general public participants.

All findings in this report are drawn from the community survey conducted by the City of Manitou Springs, transcripts of the two in-person engagement sessions, notes from the sessions, and written worksheet responses submitted by participants. Factual claims about department operations, budget figures, and comparable municipalities reflect information presented by City staff during the sessions or raised by participants during discussion. Readers seeking verification of specific figures should consult the City's published budget documents.

Executive Summary

In spring and early summer 2026, the City of Manitou Springs conducted a multi-phase community engagement process to gather resident and business owner input on the City's budget shortfall, expenditure priorities, and potential revenue options. The process included a community survey that generated more than 500 responses, followed by two facilitated in-person engagement sessions held on June 11 and June 13, 2026.

Confluence Policy and Strategy Group facilitated both in-person sessions. Attendance was smaller than projected, with approximately 12 participants on June 11 and fewer than 10 on June 13. Attendance was substantially below the 60 to 100 participants anticipated, but those who came were highly engaged, prepared, and in several cases knowledgeable about the City's budget in detail. This report treats the survey and the in-person sessions as complementary sources of input: the survey provided breadth across a wide cross-section of community members, while the in-person sessions produced depth through direct dialogue with City staff, the ability to ask clarifying questions, and extended deliberation across expense and revenue categories.

What We Heard on Expenses

Across both sessions and the written worksheets, participants were largely consistent: public safety departments, including fire, EMS, and police, should be protected from reductions, with EMS outsourcing specifically and repeatedly rejected once response-time data was presented. Citizen services, including parks, recreation, and the pool, were identified as important to community quality of life, with no support for closing the pool and instead a range of constructive partnership and revenue ideas proposed. City Administration was seen as already lean, with Finance specifically flagged as too thin for further reductions. Growth and Planning generated the most debate, centered on planning department staffing levels and the City's investment in economic development and tourism promotion.

The Pivot: Reductions Are Necessary but Not Sufficient

After working through each expense category against actual department data, both sessions arrived at the same conclusion independently: the City cannot close its budget gap through service reductions alone. Participants acknowledged that identifying savings of \$30,000 or \$40,000 or even \$100,000 in individual line items is part of responsible budgeting, but that incremental reductions do not constitute the structural reform the situation requires. Participants pointed to similarly situated destination communities, including Estes Park, as examples of cities that have been more deliberate about aligning fee structures with the actual cost of delivering services and amenities, particularly to visitors. This conclusion framed the revenue conversation that followed in both sessions.

What We Heard on Revenue

There was strong, near-unanimous support across both sessions for shifting a greater share of the financial burden to visitors and tourists rather than residents. The two mechanisms with the most support were a lodging tax increase, with participants noting that Manitou's rate of approximately 11 percent compares unfavorably to Woodland Park's 14.1 percent, and an amusement tax increase, with participants noting the current 5 percent excise rate has not changed since 1973 and is now roughly half the City's sales tax rate. Multiple participants independently described revisiting the amusement tax as overdue. Both were discussed with the understanding that the unresolved Cog Railway litigation is a factor the City will need to weigh in timing any amusement tax action.

Opposition to a property tax increase was near-unanimous, with the school district bond cited repeatedly as having exhausted residents' capacity. Sales tax drew more ambivalence, with a sunset provision linked to a specific revenue target raised as a way to make any increase more acceptable.

Participants also asked the City to examine its full fee schedule, from planning and permitting to recreational access, and to explore whether there should be a citywide or department-by-department goal for cost recovery through fees. This was raised as an exploratory question rather than a demand for a specific number.

Notable New Ideas

Several ideas emerged from the in-person sessions that were not anticipated in the original engagement design: a non-resident fee for Incline access, which drew near-unanimous support; a tax on private commercial parking lots generating significant income; expanded special event fees and cost recovery; a vacancy tax on long-empty storefronts; and a review of the lodging tax allocation to economic development, which one Council member present at the Saturday session noted is established by city ordinance rather than state statute and could therefore be revisited by Council. Participants across both sessions also asked whether the City's investment in tourism promotion through the Chamber of Commerce continues to reflect the City's current priorities given the budget situation.

What Comes Next

This report represents the community input gathered through both phases of the engagement process. The written worksheet responses submitted by participants are included verbatim in Appendix B. A more detailed written report and, where applicable, a verbal summary to City Council will follow. The findings in this report are intended to inform Council deliberation and should be read alongside the City's own financial analysis and staff recommendations.

Section 1: About the Engagement

The Community Survey

The City of Manitou Springs conducted a community survey in advance of the in-person engagement sessions. The survey generated more than 500 responses, providing a broad cross-section of community views on budget priorities, service preferences, and revenue options. The survey results informed the design of the in-person sessions and are referenced throughout this report where they provide relevant context for what was heard in person.

As with any survey, the format has inherent limitations. Respondents answered based on information available to them at the time, without the opportunity to ask clarifying questions, hear from City staff, or engage with other community members. Several themes that emerged strongly in the survey's open-ended responses, including frustration with how prior cannabis tax revenues were managed and calls to reduce the police budget, were substantially less prominent in the in-person sessions. This is addressed in Section 5 of this report.

The In-Person Sessions

Two in-person community engagement sessions were held at [VENUE], Manitou Springs, on June 11 and June 13, 2026. Both sessions were open to the public and followed the same general agenda: a presentation by City staff on the budget and departmental data, a brief clarifying-question period, and then a series of facilitated table discussions using structured worksheets across five topic areas, covering four expense categories and a revenue and fees discussion.

Attendance was lower than projected. Approximately 12 participants attended the June 11 session; fewer than 10 attended the June 13 session. Both sessions included City staff who presented data and answered factual questions. Four City Council members attended one or both sessions in an observer capacity. On June 13, given the smaller attendance, the format was adjusted: rather than separate table rotations, all participants joined a single combined conversation. This format produced extended, cross-cutting dialogue and generated some of the most substantive input of the full engagement process. The format shift reflected Denise Simpson's and her team's responsiveness to the conditions in the room.

On June 13, Council members were asked to observe from a table adjacent to but separate from the participant discussion, consistent with standard practice in facilitated community engagement to preserve the candor of participant input. Two Council members initially sat at a participant table. Following the facilitator's explanation of that seating arrangement at the start of the session, the seating was adjusted. One Council

member participated in the discussion at several points during the session; that input is identified as such in the relevant sections of this report.

How to Read This Report

The survey and the in-person sessions are treated as complementary sources of input throughout this report. The survey provided breadth: a large number of responses from a wide range of community members, capturing views without the benefit of detailed budget information or dialogue. The in-person sessions provided depth: a smaller number of participants who spent two to three hours engaging with actual departmental data, asking clarifying questions of City staff, and deliberating across budget categories before arriving at conclusions. Neither source is treated as more authoritative than the other; together they offer a more complete picture than either would alone.

Where the two sources diverge in meaningful ways, this report notes that divergence and offers context for understanding it. Section 5 addresses the survey-to-in-person comparison directly.

Section 2: What We Heard — Expense Categories

Following the City's budget presentation, participants engaged in structured table discussions on four expense categories. The discussion questions for each category are included in Appendix A. What follows is a synthesis of what was heard across both sessions and the written worksheets submitted by participants. Verbatim worksheet responses are in Appendix B.

Safety: EMS, Fire, Fire Mitigation, Police

Public safety was the expense category with the clearest and most consistent consensus across both sessions and the written worksheets. The dominant response to questions about protecting departments and staffing was unambiguous: fire, EMS, and police should not face reductions. Several participants said simply that cuts in this category risked loss of life, and the theme of public safety as the irreducible core of municipal responsibility ran through both sessions.

The sharpest conversation in this category was about EMS. When City staff presented the response-time data comparing in-house EMS to the previously contracted arrangement with AMR, participant reaction was decisive. In-house response times of 3 to 10 minutes against the historical contracted range of 10 to 40 minutes made outsourcing, to virtually everyone in both rooms, a non-starter. One participant shared that a family member's life had been saved by a two-minute EMS response, a moment that anchored the conversation in the room and foreclosed further debate. Written worksheet responses were consistent: EMS outsourcing was rejected across the board, and where any conditions were noted, they were limited to scenarios such as a contracted provider stationing vehicles in town, which essentially replicates the in-house model.

Police staffing was framed not as an area for reductions but as a recruitment and retention challenge. Participants understood that the department is budgeted for 17 sworn officers and currently operating with 14, and the discussion turned naturally to compensation and the pending compensation study rather than to whether the department is appropriately sized. A participant raised concern about traffic enforcement, and several others asked questions about regional consolidation or cost-sharing with other jurisdictions, framed as something worth understanding rather than as a recommendation.

On fire mitigation, several participants expressed strong support and connected it directly to personal experience with fire risk in the area, referencing low snowpack, dead trees, and proximity to wildland-urban interface terrain. The \$700,000 fire mitigation budget figure prompted questions from a small number of participants about what specifically it covers, including whether it includes neighborhood chipper programs, which were mentioned favorably.

Revenue ideas raised in this category included Incline search-and-rescue cost-sharing with Colorado Springs, which several participants noted provides a free amenity to Colorado Springs residents while Manitou bears the cost of rescues. Photo enforcement and jaywalking citations were also raised, with the jaywalking idea specifically framed as cost recovery for pedestrian safety infrastructure the City has already funded. Special event cost recovery was mentioned by multiple participants. The Coffin Races came up, with one participant noting that Estes Park charges admission for its comparable Frozen Dead Guy Festival.

Note: The Incline and the land it occupies are owned by the City of Colorado Springs. Several participants raised questions about cost-sharing for search-and-rescue on that terrain. This is included as a participant-raised idea for further exploration, not a verified policy option.

Citizen Services: Public Services, Parks & Recreation, Pool

Parks, recreation, and public services were widely seen as central to both community quality of life and the City's appeal to visitors, and the general direction was toward protection rather than reduction. The pool received the most attention of any single item in this category.

In contrast to the community survey, where a minority of open-ended respondents suggested closing the pool, no participant in either in-person session advocated for closure. The pool was described repeatedly as a community anchor, a resource for youth, and something that distinguishes Manitou from neighboring communities. When the fixed-cost structure of the pool was explained, including that meaningful savings require significantly reduced operations or full closure and that closure of a facility of this age is effectively permanent, the response was not to accept closure but to generate ideas for making the pool financially more sustainable. Ideas included exploring a partnership with the D-14 school district's bond board, negotiating a fee arrangement with the high school swim team, a Kiwanis-style sponsorship model for low-income access, exploring YMCA-style management similar to the Colorado Springs model, and reallocating parking revenue from the lot adjacent to the pool back to pool operations. Several participants also noted that the pool's fee structure, when compared to private fitness options like Planet Fitness, may be pricing some residents out of use.

On downtown beautification, trash collection, and snow removal, views were mixed but nuanced. Snow removal and trash collection were broadly seen as non-negotiable on service quality grounds. Flower beds and seasonal plantings drew more flexibility, with several participants suggesting perennial plantings or native wildflowers as a way to reduce replacement costs without eliminating visual appeal. The idea of a volunteer Citizens Corps to assist with some maintenance work was raised. Several participants asked whether the Business Improvement District contributes to or could contribute more to downtown beautification costs.

Outsourcing in this category generated discussion primarily around snow removal and pool management. Both were treated as options to explore rather than commitments, and participants consistently asked what the cost comparison would look like before endorsing any specific approach. A creative suggestion: using parking citation community service hours to supplement parks and public works labor.

Senior services were mentioned by at least one participant as a quality-of-life priority that should not be overlooked in the broader conversation about recreation and public services.

City Administration: Executive, Judicial, City Clerk, Finance, City Council

This category generated the strongest consensus around a single characterization: the City is already operating with minimal administrative staff, and there is limited room for further reduction without affecting the City's ability to function. Finance, operating with 3.5 FTE, was specifically cited in multiple worksheet responses as a floor below which further cuts would be risky. City Clerk and judicial functions were widely seen as legally required and appropriately staffed.

The concept of churn budgeting, that is, budgeting to realistic expected staffing levels rather than full headcount to reflect normal vacancy and turnover rates, was raised as a way to identify additional budget flexibility without making permanent structural reductions. This was received positively and was noted as something the City could explore.

The City Council legal budget drew notable attention. Participants in both sessions flagged this line item, with some asking directly whether the ongoing COG litigation was driving legal expenses and whether resolution of that matter would free up budget capacity. This is reflected in at least one worksheet response that linked reducing the Council legal budget to settling the COG lawsuit. The facilitator redirected questions about the specific nature of legal expenses to City staff, consistent with guidance that certain legal matters were not appropriate for public discussion in this forum.

The possibility of outsourcing administrative functions, including HR, payroll, and finance, was raised but generally rejected. Participants who addressed this point noted that the City's own experience with insourcing services that were previously outsourced suggests that outsourcing is not reliably less expensive for the same level of service. One Council member present at the session raised this point directly and noted that prior comparisons showed insourcing had produced savings, not costs. This input is included as it was offered in the context of the session discussion.

A theme that emerged in this category and was reflected in multiple worksheet responses was the value of continued transparency. Participants expressed appreciation for the level of detail City staff had provided, and several specifically named the newsletter and public communications function as something they valued and did not want reduced.

Growth & Planning: Neighborhood Services, Planning, Economic Development

This category generated the most debate of the four expense categories, centered on two questions: the appropriate size of the planning department given Manitou's development context, and the appropriate level and structure of the City's investment in economic development and tourism promotion.

On planning, participants understood that the department has transitioned from 4.5 to 4 FTE and that further reductions would extend permit processing timelines. Several worksheet responses suggested reducing to 3 FTE, and others suggested the department is appropriately sized for the volume of work. The conversation was informed by a participant's observation that Manitou's development context differs from higher-growth municipalities, raising the question of whether planning staff levels are calibrated to current conditions. At least one response flagged what was seen as a heavy reliance on consultants and special projects in this category.

Economic development and the City's relationship with the Chamber of Commerce generated the most pointed conversation. The City allocates lodging tax revenue to economic development, which in practice primarily funds the Chamber of Commerce and visitor center, holiday lighting, and related tourism promotion. Several participants questioned whether this allocation reflects current priorities, whether the Chamber's staffing and operations represent the best use of those dollars, and whether member businesses could or should bear more of the cost of business promotion. Notably, this conversation did not split neatly along pro- and anti-business lines: participants who described tourism as the lifeblood of Manitou also asked pointed questions about what specifically the Chamber investment produces and how it compares to similar allocations in other communities.

A Council member present at the Saturday session raised the question of whether the lodging tax allocation to economic development, established by city ordinance rather than state statute, could be revisited by Council. This is noted here as Council member input. Several other participants also raised the question in their own terms, asking why lodging tax revenue is not available to the general fund and suggesting that the ordinance-based allocation warrants reexamination given the budget situation.

New ideas raised in this category included a vacancy tax on commercial properties that have been empty for an extended period, which drew support across both sessions and multiple worksheet responses, and a potential property tax waiver or incentive for new businesses, framed as a tool to diversify the downtown economy beyond the current concentration of bars, T-shirt shops, and ice cream. The holiday lighting budget, specifically the approximately \$85,000 cost, was questioned by multiple participants who suggested that a reduced or modified program could free up funds.

Section 3: The Pivot — From Incremental Reductions to Structural Reform

After working through each expense category against actual department data, both in-person sessions arrived at the same conclusion independently, and this conclusion was reinforced by a majority of the written worksheet responses on the Revenue and Fees section: the City cannot close its budget gap through service reductions alone.

This was not a conclusion that came easily or without examination. Participants spent significant time asking where reductions were possible, what outsourcing might accomplish, and where staffing levels could be adjusted. The data presented by City staff, and the questions and answers that followed, consistently pointed to the same picture: departments are operating lean, legally required functions have fixed floors, and many of the reductions that are technically possible would produce savings too small to address the structural gap or would require service-level changes the same participants said they were not willing to accept.

The framing that emerged organically from both rooms was this: finding \$30,000 or \$40,000 or even \$100,000 in a line item matters and should always be part of responsible budget management. But that kind of incremental reduction does not constitute structural reform, and the City's situation calls for structural reform.

Several participants pointed to similarly situated destination communities, including Estes Park, as examples of cities that have been more deliberate about aligning their fee structures with the actual cost of delivering services and amenities, particularly to visitors. Estes Park, a community that shares Manitou's status as a high-traffic mountain destination with a relatively small permanent population, was cited as a city that has more effectively monetized its position. This comparison was raised by participants and is included here as participant input, not as a verified benchmark analysis.

This led to a broader point that carried through the revenue discussion: the City should examine not only its tax rates but the full range of fees it charges for services, asking in each case whether current fees recover a reasonable share of actual costs. Participants asked whether there should be a goal, citywide or department by department, for what percentage of the cost of a service should be recovered through fees. This was framed explicitly as a question for the City to explore, not a demand for a specific outcome, and it represents one of the more substantive and novel ideas to emerge from the in-person sessions.

Section 4: What We Heard — Revenue and Fees

The revenue conversation in both sessions was shaped by the conclusion reached in the expense category discussions: reductions are necessary but not sufficient. What followed was an extended discussion of revenue mechanisms, grounded in the understanding that some combination of new or adjusted revenue would be required. The discussion covered both tax-side options and fee-side adjustments, and generated both consensus positions and meaningful disagreement.

The Visitor and Tourist Burden-Shift

The broadest point of consensus across both sessions and the worksheets was that visitors and tourists should bear a greater share of the financial burden than they currently do. This view was expressed across participant backgrounds and perspectives. The core argument: Manitou Springs is a destination community whose infrastructure, services, and amenities are used heavily by people who do not live here and do not pay property or sales taxes here on a regular basis. Residents generally feel they have already absorbed significant tax increases, and the appetite for further burden on the permanent population is low.

This consensus framed the entire revenue conversation and gave the specific mechanisms, lodging tax, amusement tax, Incline fee, and related options, a broadly favorable reception.

Lodging Tax

A lodging tax increase was the single most widely supported revenue mechanism across both sessions and the worksheet responses. Participants noted that Manitou's current lodging tax rate of approximately 11.03 percent is meaningfully below that of comparable communities, with Woodland Park at 14.1 percent cited as a specific reference point. The general view was that a reasonable increase would not deter visitors. Several participants framed it as the lowest-risk, most straightforward path to new revenue.

The relationship between lodging tax revenue and the economic development allocation was a recurring theme in this section. Under current city ordinance, lodging tax revenue is allocated to economic development, which the City has historically interpreted as funding for the Chamber of Commerce and visitor center, holiday lighting, and related tourism promotion. Several participants asked why this revenue is not available to the general fund. A Council member present at the Saturday session noted that this allocation is established by city ordinance rather than state statute and could therefore be revisited by Council. Multiple other participants raised the same question independently. This is identified as one of the more significant findings from the in-person sessions, as it was not anticipated in the original engagement design and could represent meaningful general fund flexibility if Council chose to examine it.

Note on attribution: The observation that the lodging tax allocation is established by city ordinance rather than state statute was made by a City Council member present at the June 13 session. The same point was raised in general terms by other participants who may not have had the same level of institutional knowledge about the ordinance's origins. The substance of this point, that the allocation warrants examination, reflects participant consensus and is not Confluence's recommendation.

Amusement Tax

Support for an amusement tax increase was strong across both sessions, tempered by a consistent acknowledgment that the unresolved Cog Railway litigation is a factor in timing. Participants noted that the current amusement tax rate of 5 percent has not changed since 1973 and now sits at roughly half the City's 9.03 percent sales tax rate. Multiple participants independently described addressing this gap as overdue. The specific framing that resonated most was that the amusement tax should, over time, be brought in line with the sales tax rate, though participants did not identify a specific target rate or timeline.

The Cog litigation was raised unprompted by multiple participants as a reason for caution on timing. The prior ballot measure's failure was attributed in part to the Anschutz Corporation's opposition campaign, and several participants noted that resolving the litigation first, or at minimum reaching a settlement framework, would strengthen the case for revisiting the amusement tax.

Sales and Property Tax

Property tax increases were rejected near-unanimously. The school district bond was the dominant rationale: participants across both sessions cited the D-14 bond as having already stretched residents' capacity, and several noted that Manitou's older and fixed-income population would be disproportionately affected by any property tax increase. A secondary concern, raised by at least one participant, was that property tax increases could discourage renters from becoming homeowners in Manitou, affecting long-term community stability.

Sales tax drew more ambivalence. Several participants acknowledged that Manitou's combined sales tax rate is already on the high end regionally and that further increases could push more local spending to Colorado Springs or online. A sunset provision linked to a specific revenue target or timeframe was raised in both sessions and in the worksheets as a way to make any sales tax increase more palatable, framing it as a temporary bridge rather than a permanent adjustment.

Fee Schedule and Cost Recovery

A theme that ran through both sessions and received particular attention in the Revenue and Fees worksheet discussion was the adequacy of the City's existing fee structure. Participants across multiple categories had already noted specific fee questions, including pool membership rates relative to private fitness options,

planning and permit fees relative to comparable municipalities, and special event fees relative to what other communities charge for similar events. The Revenue and Fees discussion pulled these observations into a broader frame.

The core participant ask was this: rather than evaluating fees on a case-by-case basis in response to budget pressure, the City should conduct a comprehensive review of all service fees and establish a principle or goal for what percentage of actual service costs should be recovered through fees. Whether that goal is applied citywide or calibrated by department and service type was left as a question for the City to determine. This was not framed as a demand for immediate fee increases but as a structural practice that would put the City in a more sustainable position over time.

Specific fee areas raised for review included planning and permit fees, pool and recreation program fees, special event fees including Coffin Races and the Wine and Beer Festival, Memorial Hall rental fees, water and sewer fees, and stormwater fees.

Notable Specific Ideas

- **Incline access:** Non-resident Incline fee (approximately \$5 per visit)
- Near-unanimous support in both sessions. Framed as a modest, low-controversy step toward making visitors who use a free amenity contribute to the City's cost of maintaining safety and services on and around the Incline.
- **Vacancy tax:** Vacancy tax on long-empty commercial storefronts
- Raised independently in both sessions and reflected in multiple worksheet responses. Framed as a tool to both generate revenue and encourage property owners to activate vacant spaces.
- **Special event fees:** Special event admission fees, including Coffin Races
- Estes Park's Frozen Dead Guy Festival was cited as a comparable event that charges admission. Coffin Races were specifically mentioned as an event with sufficient draw to support a modest admission fee.
- **Parking lot tax:** Tax on private commercial parking lots generating significant net income
- Raised as a way to capture revenue from commercial enterprises that benefit from the City's infrastructure and visitor traffic.
- **Creative revenue:** Commemorative Incline tickets designed by local artists, renewed annually
- Raised as a way to generate revenue while creating a collectible item that also serves a marketing function.
- **Enforcement revenue:** Jaywalking citations tied to pedestrian safety investment
- Framed as cost recovery for crosswalk and pedestrian infrastructure the City has already funded.
- **Property safety:** Landlord accountability and property safety fees
- Raised by a participant with a direct personal experience involving a structural safety issue. Framed as a fee structure that holds property owners accountable for maintaining safe conditions.

Section 5: Survey vs. In-Person — What Changes When People Have More Information

The community survey and the in-person sessions were designed as complementary phases of a single engagement process, not as competing data sources. Understanding what was consistent between the two and where they diverged is useful context for how Council reads the full body of input.

The differences between the two formats are structural. Survey respondents answered based on the information available to them, without the ability to ask questions, hear other perspectives, or engage with actual budget data. In-person participants had access to detailed departmental presentations, could ask clarifying questions of City staff, heard from other community members, and deliberated across topics over two to three hours. These are fundamentally different conditions for forming and expressing a view. Neither is more valid than the other. But when a view shifts between the two formats, the shift often reflects what happens when information is added and dialogue becomes possible.

Where the Two Sources Align

On the major themes, the survey and the in-person sessions were broadly consistent. Fire mitigation and infrastructure were top priorities in both. Visitor and tourist tax-shifting was the preferred revenue direction in both, and if anything, the consensus was stronger in person. Property tax opposition was near-universal in both, with the D-14 school bond as the dominant rationale. Lodging and amusement tax as the leading revenue mechanisms were consistent across both, though the in-person sessions added specific comparative data, including Woodland Park's lodging tax rate and the history of the amusement tax, that the survey format could not generate.

Where In-Person Went Further

The lodging tax and economic development earmark question did not appear in the survey at all. It emerged entirely from the in-person session once participants had comparative budget data in front of them and the opportunity to ask questions of staff. This is the clearest example of something the in-person format can produce that a survey structurally cannot: a substantive, specific policy question that arises from dialogue rather than from a pre-set question.

The pool conversation evolved significantly between the survey and the in-person sessions. A meaningful minority of survey open-ended responses suggested closing the pool. No participant in either in-person session advocated for closure. Instead, the in-person group generated a range of constructive partnership and revenue ideas for making the pool financially more sustainable. This shift likely reflects both the composition of who

attends in-person sessions and the effect of being presented with the fixed-cost structure of the facility, which makes the permanence of closure more concrete.

The "cannot cut our way out" conclusion was not anticipated in the survey design and could not have emerged from a survey format. It required participants to work through multiple expense categories against real data before arriving at it. That it emerged independently in both sessions, and was reinforced by the majority of Revenue and Fees worksheet responses, gives it particular weight.

Where the Sources Diverge and Why It Matters

The survey's topline results showed a near-even split on the police department, with 51 percent supporting reductions and 46 percent opposed. This was the closest margin of any department. In the in-person sessions, calls to reduce the police budget were largely absent. The conversation instead focused on recruitment, retention, and the compensation study.

This divergence is worth naming because Council may encounter it when comparing the survey topline to this report. The most plausible explanation is not that the two sources contradict each other but that they reflect different things. Anonymous survey responses capture a range of views, including views held with varying levels of intensity and information. In-person participants, after hearing about the department's current staffing shortfall and the challenges of recruitment, tended to reframe the question from one about budget sizing to one about how to fill the positions that are already budgeted. Context and information shifted the frame.

The marijuana revenue narrative was another point of divergence. Open-ended survey responses contained substantial frustration, roughly 72 instances across both survey questions, about how prior cannabis tax revenues were managed and where those funds went. This was nearly absent from the in-person sessions, which were largely forward-looking. The in-person participants, several of whom were clearly informed about the City's budget history, tended to frame the cannabis revenue decline as a new baseline to plan around rather than a grievance to relitigate. This is a meaningful signal: the community engagement process may have helped move at least the in-person participants toward a more forward-looking orientation.

Appendix A: Engagement Design and Discussion Questions

Both in-person sessions followed the same general design. City staff presented departmental budget data for approximately 45 minutes, followed by a brief period for clarifying questions. Participants then engaged in structured table discussions using worksheets organized by budget category. Each table was given a category worksheet, discussed the questions, and shared out a summary to the full room before moving to the next category. On June 13, due to lower attendance, all participants joined a single combined conversation rather than separate table rotations.

The following discussion questions were used across the four expense category worksheets and the Revenue and Fees worksheet.

Category 1: Safety

- Are there any departments in this category that should be fully protected from budget reductions?
- Should public-facing staff counts be protected as-is in any of these departments?
- Would your table be comfortable with outsourcing EMS for budget savings? What conditions or concerns would shape that answer?
- If reductions must be made in this category, how would your table allocate them as a percentage across these departments?
- What is the greatest risk of unintended consequences if reductions are made in this category?
- Revenue signal: Are there revenue or fee tools tied to public safety your table believes the City should explore?

Category 2: Citizen Services

- Which facilities or services must be protected as-is for community access and quality of life?
- The pool operates at high fixed costs regardless of hours. Meaningful savings require significantly reduced operations or full closure, likely permanent for a 50-year-old facility. How should the City weigh that tradeoff?
- Should reductions be made to downtown beautification, flower beds, trash collection, or sidewalk snow removal?
- Would your table be comfortable outsourcing any of these services? Which ones, and under what conditions?
- How do these services contribute to quality of life and the City's appeal, and how would reductions change that?
- Revenue signal: Are there fees related to parks, recreation programs, or public facilities that should be updated to better reflect actual costs?

Category 3: City Administration

- Are there any departments in this category that should be fully protected from budget reductions?
- Should public-serving or public-facing staff counts be protected as-is in any department?

- Would your table be comfortable with outsourcing any of these functions for budget savings?
- If reductions must be made in this category, how would your table allocate them as a percentage across these departments?

Category 4: Growth & Planning

- Are there any departments in this category that should be fully protected from budget reductions?
- Should public-serving or public-facing staff counts be protected as-is in any department?
- Would your table be comfortable with outsourcing any of these functions for budget savings?
- Should fees such as planning and permit fees be increased to offset the cost of planning services?
- How do these departments contribute to quality of life and the economy, and how would reductions change that?
- What level of City investment in economic development and tourism promotion does your table believe is appropriate given the current budget situation?

Category 5: Revenue & Fees

- Based on your table's earlier discussions, what is your estimate of how much of the budget gap could realistically be closed through service reductions alone, and what does that imply about the need for new or increased revenue?
- The community survey showed strong support for shifting more financial responsibility to visitors and tourists. Which mechanisms should the City prioritize, and why: lodging tax increase, amusement tax increase, short-term rental fees, tourism-related fees such as Incline or trail access, or some combination?
- The survey showed 42 percent support for a sales tax increase and only 21 percent support for a property tax increase, with strong opposition from fixed-income and older residents. Does your table agree with those priorities?
- Are there city services where fees have not kept pace with actual costs and should be updated?
- Rank the following approaches in order of your table's preference: visitor and tourism-focused revenue increases; broad-based tax increases; service reductions in lower-priority areas; continued use of reserves as a bridge.
- What is the single most important message your table wants City Council to hear from tonight's discussion?

Appendix B: Verbatim Worksheet Responses

The following responses were submitted in writing by participants at the June 11 and June 13, 2026 community engagement sessions. Responses are transcribed exactly as written on the submitted worksheets, including spelling, punctuation, shorthand, and any unclear or abbreviated language, to preserve the integrity of participant input. No responses have been edited, corrected, or omitted. Where voice-transcription artifacts or unclear shorthand appear in the original, they are reproduced as-received.

Category 1: Safety

Are there any departments in this category that should be fully protected from budget reductions?

- All
- Economic development, planning, public services
- Fire, EMS
- EMS, Fire / Mitigation
- All of them
- Fire & EMS
- Mental Health/Police Consultant
- No
- Possible reduction in Equipment, but not personnel.
- Maybe fire? \$700,000 annually is a lot. What is there to show for that?
- Is EMS getting closer to breaking even? What is AMR cost?
- No cuts to EMS., no cuts to fire. Fire mitigation? What does that cover for people? Pick up?
- All
- EMS/Fire and Fire Mitigation
- Those departments engaged with public safety - Police and fire, as well as City Council, should be protected.
- No.
- Fire and police.
- All departments should be protected, i.e. Recent fire on Washington and Incline deaths.
- Police, fire and EMS.
- Yes. No department should be reduced.

Should public-facing staff counts be protected as-is in any of these departments?

- Yes.
- Need to define what "public facing" and "protected" means.
- No.
- Yes.

- We need a Fire Chief.
- Need more information on Police Department.
- Not as concerned with exact counts.
- Staff at the Chamber of Commerce should be reduced as well as the budgeted amount given to the chamber.
- Emergency operations.
- All staff should be protected.
- No staff should be reduced.

Would your table be comfortable with outsourcing EMS for budget savings? What conditions or concerns would shape that answer?

- No.
- No.
- No, response times are too important.
- No.
- No.
- No, but there's a national conversation going on about these and other people's public safety issues - (consolidation of police departments) at a county or other level) that most of us don't know the details of.
- Should be considered, or a covered expense with insurance.
- Not if response times suffer. Someone at my table mentioned we have two EMS vehicles. Could we get away with one?
- Prefer not to. Maybe sell second ambulance?
- No, unless they were stationed in town.
- Response times/ priority and understanding/ navigating Manitou city streets.
- The response times for medical emergencies has been greatly reduced by in-house EMS. Why would outsourcing be less expensive?
- Dispatch?
- No due to increased response times.
- No. Higher, more in town/ in house.
- No, because of response times. If outsourced, ambulances need to be stationed at MSFD.

If reductions must be made in this category, how would your table allocate them as a percentage across these departments?

- Keep Fire. We need to rethink the structure of departments, not only about their function. Keep fire, We appreciate chipping days at Public Works Yard and chipper days for neighborhoods.
- Maintain established minimums.
- Unable to provide input without additional details.

What is the greatest risk of unintended consequences if reductions are made in this category?

- Loss of life.
- Loss of life.
- Increased crime, increased insurance rates for property owners.
- Longer response times, more damage and health risk.
- Public safety.

- Poor response times.
- Public safety, Although I question whether police care enough to enforce Traffic Safety (i.e. excessive speeding and aggressive driving).
- Response times.
- Lack of familiarity with Manitou Springs.
- Health/ Wellness of residents and visitors.
- Possibly slower response times.
- Burglary, deaths on incline, fire, lack of community amongst the people, time for responses of fire/ police.
- Slow response times impacting outcomes.

Revenue signal: Are there revenue or fee tools tied to public safety your table believes the City should explore?

- Share cost of Incline search and rescue with Colorado Springs.
- Fee for emergency response to Incline? Cost sharing with Colorado Springs?
- Photo enforcement.
- Jaywalking citation. Safety is important and so often ignored. We spent plenty of money on crosswalks. Why not recoup some of the losses when that safety feature and care spent is disregarded?
- Incline rescue fees?
- Yes, explore them all. Also explore Why our EMS and servicing the incline alone when the land belongs to the city of Colorado Springs.
- Not sure I have any ideas to contribute here.
- Potentially.
- Is this something that insurance covers?
- The city should explore charging admission for the Coffin Races as Estes Park does for its Frozen Dead Guy Festival.
- All of course.
- Special event cost recovery?

Category 2: Citizen Services

Which facilities or services must be protected as-is for community access and quality of life?

- The pool is an important and unique part of our community - it's an anchor. What about the school district's pitching in funding for pool based on school uses?
- As much as possible.
- Our parks and playgrounds. Provides so much for both our residents and visitors. Playgrounds give visitors places to let their kids run wild, allowing potential fewer problems in various stores.
- Snow removal, parks being healthy, pool facilities.
- None. Look at the whole structure.
- Parks and Rec's/ public services. Manitou Kiwanas may be willing to help cover swimming costs slash memberships. Ask DD14 to help cover costs since they just passed a new property tax bond.

- All, but possibly reduced frequency/ access.
- Streets, parks/ trails/ water/ sewer/ pool. Percentage temporary across the board reductions.
- These are all important, nice to have, but unwilling to spend reserve funds on.
- Parks and Rec.
- Parks and pool.
- Pool and services within.; Generates community care.

The pool operates at high fixed costs regardless of hours. Meaningful savings require significantly reduced operations or full closure — likely permanent for a 50-year-old facility. How should the City weigh that tradeoff?

- Not sure the pool budget figures for last year represent a normal year. The pool was closed for many months so fees were not collected.
- More aggressive promotion/ marketing.
- In a tourist driven town, no. The locals need a pool. In fact, they should expand and make it more accessible to all ages like a Community Center.
- Would the community be willing to pay for the pool through an assessment? Raising fees should be considered.
- Consider closing and/or increasing percentage of revenue relevant to cost through a specific business plan.
- Reduce operations or increase membership? How do we compare with other fitness centers regarding membership costs?
- Define meaning savings.
- Major repairs have been done.
- Make more attractive dash like a YMCA and increasing programming. And creative BBQ slash sand?
- How is pool funded, and can you rent out the pool?
- Can MSSD help fund the pool to protect the swim team?
- What could be done to increase use/ revenue?
- Key facility for the community.
- Should close it and never should have renovated it.

Should reductions be made to downtown beautification, flower beds, trash collection, or sidewalk snow removal? If so, what level is acceptable?

- I see no reductions; however, alternative funding options should be explored.
- Only if it's part of across-the-board cuts.
- Yes. More wildflowers, less seasonal brought in flowers. More flower bushes that stay longer instead of being replaced seasonally.
- No. Me.
- Maybe beautification (health reasons). Not trash or snow.
- Yes. Are we planting annuals or perennials? Can curbs be more decorative rocks or boulders? Clean is critical - trash and sidewalk clean.
- Consider a "Citizens Corps" to accomplish some of this work.
- No. If our city looks unkept, uncared for, No one will want to visit a dumpy looking town. Green spaces matter.
- Trash collection, unchanged. Flower beds, reduced. Snow removal, unchanged.
- More volunteer work on parks, flower beds.

- Staffing reductions/ budget lower to meet., not higher, but more accurately.
- Should downtown businesses fund downtown beautification?
- Why \$85,000 for lights?
- Snow removal, yes. Beautification is key to attracting visitors which is related to sales tax revenue.
- No cuts to snow removal. Flower beds provide beauty, enticing visitors.
- Try to reduce on FTEs on areas other than snow removal.

Would your table be comfortable outsourcing any of these services? Which ones, and under what conditions?

- Could snow removal be outsourced? But only if it results in cost savings.
- The BID is responsible for some of this, but the BID results have enough money for that.
- Sure - volunteer programs. Retribution-instead of paying parking tickets, you take out trash.
- Depends on the cost of outsourcing.
- Explore outsourcing to YMCA.
- Possibly, Yes.
- What would this look like? Need more info.
- Park maintenance.
- Snow removal.
- Snow removal partially paid for by BID.
- YMCA manages Colorado Springs pool, an option for Manitou.
- Pool.
- What would be the savings if outsourced?
- No. Colorado Springs Parks and Rec can serve Manitou with programs.

How do these services contribute to quality of life and the City's appeal, and how would reductions change that?

- Parks and Rec and the pool have a big impact on the city's appeal.
- Major factor in quality of life and appeal. There is a danger in cutting here.
- Yes, flowers are pretty. Flowering shrubs are too and don't require constant dig up and replacement.
- Very important for quality of life.
- All of these services help our city thrive as residents as well as keep our community alive by bringing in tourists.
- They contribute greatly, but there could be other creative ways to beautify and make people smile.
- All contribute to quality life as is.
- Empower people to take on some. What has been the government's work with city as standard-setter? Staffer and coordinator?
- Getting trash removed from public trash receptacles is important!! Keeping our gardens and green spaces looking cared for is important!
- Carefully chosen reductions may not be noticed.
- Reductions would impact places for youth to release energy in a positive way.
- As a retiree, cutting senior services could very well affect my quality of life.
- Does Manitou schools pay a fee to use the pool? Kiwanis - grant \$\$?

- They matter, and tourists like them, but parks less than other areas. Seems the parks staff grew a lot since 2015 and maybe needs reductions.

Revenue signal: Are there fees related to parks, recreation programs, or public facilities that should be updated to better reflect actual costs?

- I like the idea of parking revenue/ Shriver park going to pool!
- Tennis, pickleball, and skate park use fees.
- Parking fees from lots near parks go to parks category. Parking fees from lots close to pool go to pool category.
- Sure! Lower costs so more people utilize it. Example: The pool costs are higher than Planet Fitness, so many people choose Planet Fitness over the pool rec center.
- Way out how raising fees at the pool will result in loss of membership numbers.
- Possibly - show us the current fee structure.
- I appreciate St. sweeping, bike lanes and pedestrian crossing markings being upkeep.
- Annually reviewed to keep up with general costs.
- Raise pool fees - D14 fees.
- More volunteers/school community service requirement. Department heads eagle-eyeing budgets. Trends show keeping below budget.
- What are outsourced costs versus in-house costs.
- What about hotel taxes, more entertainment tax, tourist tax in other areas?

Category 3: City Administration

Are there any departments in this category that should be fully protected from budget reductions?

- City clerk and finance.
- Everything.
- City clerk is required. Most all departments seem reasonable.
- No.
- Do we need more than one representative from each borough? Should City Council be more than chartered?
- Clerk, business permitting - paperwork needed, meetings, everything they do.
- Judicial, city clerk, insurance.
- Need more info.
- No. Again, I do not see cuts here. It's a skeleton crew as it is.
- These are all key to city governance. Newsletter is key to keeping everyone in town aware and up to date.
- All.
- All basic operations, much of which is legally required.
- We feel minimum staffing departments.

Should public-serving or public-facing staff counts be protected as-is in any department?

- Yes, but reduced hours perhaps?
- Yes, but perhaps budget for churn right now or turnover instead of full staffing.
- Yes. Public facing staff are key to the city's image, experience, history, and continuity.
- No.
- No!
- Not necessarily. We're too top heavy, but outsourcing is expensive.
- All should be protected.
- No. Planning needs to be reduced.
- Do we need 2+ employees managing the city budget?
- We need public relations, newsletter, public interviews, community communications to feel as though our services are represented (shop owners). You need a face on Manitou, so I'm thankful for Alex.
- Staff reductions can be considered.
- Not necessarily.

Would your table be comfortable with outsourcing any of these functions for budget savings? Which ones, and what concerns would need to be addressed?

- No.
- No.
- Possibly, but I need more info to answer which ones. This is very case by case.
- No!
- Retention! Some staff know way above their pay grade.
- No. I question the assumption that outsourcing is cheaper for the same level of service.
- Judicial? Finance? What would suffer? Need more info.
- No outsourcing.
- No. Levels of staffing are minimal and very efficient.
- CSU taking over water operations to some degree?

If reductions must be made in this category, how would your table allocate them as a percentage across these departments?

- City Council by 65%. Settle the COG lawsuit so reduce City Council.
- Yes, but perhaps budget for churn right now or turnover instead of full staffing.
- This department overall seems fairly lean to me.
- 10%.
- Putting more work on existing staff. Add a little, will they quit?
- Better manager to employee ratios. Really need more info.
- Can't imagine we could do without attorney services that have already contracted and not in-house.
- Executive, 10%. Judicial, 0%. City Clerk, 40%. Finance, 40%. City Council, 10%.
- Is there opportunity to cut IT expenses?? City Council cut printing expenses?
- Consider outsourcing payroll/benefits to ADP or similar service providers.

Table share-out — What did your table most want to protect? Where was your table most open to reduction? What is the one message your table most wants City Council to hear?

- Hard to cut any.
- Could manage to request staff to do furlough days to aid in payroll budget?

- What is the city administrator getting paid? Is it commensurate with value/services? We are receiving? Just the thought.
- None.
- Continue the transparency!
- I'm thankful for the volunteer services to include fire and City Council.
- Outsourcing any service can potentially increase costs and these are not known (yet).
- Stay out of hot water and keep legal fees down.
- The continuation of transparency.
- Is the city willing to consider a volunteer force? The city is top heavy.
- Transparency is key.
- DO NOT cut staff.
- Continued public involvement.
- I've been under the impression that these questionnaires should be seeking individual viewpoints, yet they use the term "your table".

Category 4: Growth & Planning

Are there any departments in this category that should be fully protected from budget reductions?

- No.
- Neighborhood services and planning.
- ED.
- No.
- Everything.
- Planning department larger than others of similar size.? Manitou is capped - maybe only a few places where growth could occur. Economic development.
- Economic development.
- Economic development.
- Code.
- Not sure.
- Every department should be protected. Can Christmas lights be reduced? It's beautiful but cut back.
- Need clarity on planning activity in Manitou Springs.
- Allow reduction in all others. Rebuild economic development to attract other businesses.

Should public-serving or public-facing staff counts be protected as-is in any department?

- No.
- Can you do hours reduction?
- Yes, if possible, in all.
- Planning. This high payroll. We are heavy on consultants and special projects - slow your roll.
- Planning.
- Planning.

- Keep planning department employees. We need eyes/ ears on growth.
- Three people in planning instead of four.
- Ben Schmitt.
- One less FTE in planning.
- All should be reviewed.

Would your table be comfortable with outsourcing any of these functions for budget savings?

- Possibly.
- Maybe.
- Look at fees for experts being passed on.
- No.
- No.
- Economic development.
- Only if it saves money. Why are we spending so much on Christmas light services? How about deploying fewer lights? \$85,000 is ridiculous.
- No. Economic development is already outsourced. Have we looked at Colorado Springs Downtown Partnership for ideas?

Should fees such as planning and permit fees be increased to offset the cost of planning services? What principles should guide that decision?

- Two specific question with limited background.
- Yes. Make comparable to similar municipalities.
- Review fee structures.
- I am uncomfortable with the unintended consequences. Maybe compare to other cities?
- No. Reduced staff in planning to three people.
- Evaluate and increase if possible, everything except fees.
- Consider increasing permitting fees. Consider direct billing of contracted specialists (e.g. bill the developer).
- These should be consistent incoming/outgoing.
- Are they in line with current fees?
- Yes.
- Increase lodging and amusement tax. I'm OK with a vacancy tax.
- Yes. In the perfect world, fees should cover the cost of planning services.
- Do beer and wine fees etc. pay enough? Entry fee to coffin races or shuttle fees?

How do these departments contribute to quality of life and the economy, and how would reductions change that for residents and visitors?

- All. Might tolerate a downturn for a while.
- Complex question that needs more conversation.
- Quality of life is improved by giving separation for local residents from visitors. While economy depends largely on our visitors, it shouldn't be a detriment to the locals who are still here when visitors leave. Both visitors and locals are relied on for balance.
- Economic development absolutely contributes to the positive quality of life. Don't lose your downtown.
- A lot.

- Economic development (chamber) is a huge asset that would be decimated by more big cuts.
- Reducing the money we give to the chamber/Visit Manitou Springs is OK with me. If they were largely against 2A passing, we either need to cut their budget or get an increase in the amusement tax. The chamber claims to organize only one event annually. However, I dissent. They continue their events under the guise of other community organizations. What exactly does the chamber offer to businesses in Manitou? Are the benefits similar to other Colorado towns?
- Tourism is the lifeblood, have to efficiently continue to bring people to town.

What level of City investment in economic development and tourism promotion does your table believe is appropriate given the current budget situation?

- Significant.
- Full investment equals increased revenue.
- It's good the way it is., except to look into reducing money for holiday lights.
- Maintain current levels as a minimum mandated by lodging tax.
- Why does the lodging tax go to the chamber only? It would be better to have more transparency on the economic development line-item spending.
- Cities should only fund services that benefit the entire city (e.g. Chamber). No funds should be used exclusively for Chamber members.
- Attract more diverse economy of business. Vacancy tax.
- Planning is bloated!
- Holiday lights budget can be reduced.
- City should sustain a quality business environment, but should the City pay to promote business?
- We need to attract a more diverse economy. Another bar, T-shirt shop, ice cream shop, etc.
- Maybe a little less to Chamber, members pay more?

Table share-out — What did your table most want to protect? Where was your table most open to reduction? What is one message your table most wants City Council to hear?

- Chamber budget includes art district projects/placements.
- Neighborhood Services.
- Planning - Do we need 4.5 FTE.
- 7 to 10% cuts across the board.
- Extend usage of physical equipment.
- A tax increase on hotels is less stinging than a tax on amusements, merchandise.
- Member/small businesses unable to afford to market.
- Vacancy tax, economic incentives.
- Hotel tax - we are a tourist town! Driving locals out.
- Our reliance on consultants.
- Implement a business vacancy tax.

Category 5: Revenue & Fees

Based on your table's earlier discussions, what is your estimate of how much of the budget gap could realistically be closed through service reductions alone, and what does that imply about the need for new or increased revenue?

- Probably not much.
- The city is running very lean with very little room for reductions.
- Lodging tax - compete with other cities.
- Not a whole lot of savings to find. Parks and Rec maybe. Maybe planning. Partnership with EPCOS or CSU?
- Very little of the budget gap can be closed through reductions of services/ staff. We need to increase revenues.
- To say would be arbitrarily setting a target.
- We could close the budget gap with reductions, it is just a question of how much pain is inflicted.
- We shouldn't be scaring people with EMS or MSPD/MSFD reductions in services if funds can be found elsewhere. This should be the last place we reduce.

The community survey showed strong support for shifting more financial responsibility to visitors and tourists. Which mechanisms should the City prioritize, and why?

- Lodging tax increase. No one has changed vacation plans because of tax rate. Amusement tax if the COG agreement is resolved.
- I'm OK with: Lodging tax increase, amusement tax increase. Vacancy tax - several buildings on Manitou Look like garbage! Let's turn those into vital businesses, fix them up and get new businesses in town.
- Lodging tax. No reasonable increase will negatively impact tourism. Amusement tax should also be increased. Vacancy tax should be established for out of town property owners. Tourism fees (Incline tickets) - Could have commemorative tickets designed by local artists, renewed each year.
- Lodging tax increase. Amusement tax increase. Airbnb and VRBO tax increase. Any tourism tax would be helpful. Vacancy Tax.
- Incline comments on kiosk charged annually, \$5 or \$10, to support Manitou servicing the Incline. Increase lodging tax from 2% to 5%. Take sales tax range from 8% to 9%. Need COG lawsuits settled before bringing amusement tax back up.
- Increase lodging tax - we are very low when compared to most cities in Colorado. We are at 11.03%, Woodland Park is at 14.1%. Amusement tax: increase, but don't be excessive. Tourism related fees, especially the incline, even a small fee would generate a lot of revenue. Get creative - issue commemorative tickets designed by local artists., rotate designs annually.
- Lodging tax increase/ short term rental fees. Those in particular would shift responsibility to tourists without hurting the financials of locals. If we increase amusement or trail accesses, our own locals would utilize them less which would lower free advertisement provided by local word of mouth.
- Increase amusement tax and lodging tax. No fees on Incline or trails.
- Amusement tax should be equal to sales tax percent. No fees for trails.
- No, don't shift more financial responsibility to visitors and tourists. Restore the city's budget first. Engage the business community after the city restores its own budget to fit with the smaller revenue base.
- Yes. We should increase all across the board.
- Increase lodging tax 5%, amusement tax 5%, and tourism related fees.
- Travel fees - more than room rate!!! We cannot tax tourists period. They will not spend as much and have a negative view of Manitou, which is not our culture.

The survey showed 42% support for a sales tax increase and only 21% support for a property tax increase. Does your table agree with those priorities?

- Yes. No more sales tax and property tax increases. When comparing sales tax versus property taxes - a sales tax increase is better. It puts more burden on visitors rather than residents.
- No property tax increase. No sales tax increase. Go after the tourists, not the locals. Go after second home owners.
- We already have among the highest sales taxes around. Hard to look at property tax following MSSOIU bond, but may be needed and our rate is low relative to many places.
- No property tax increase.
- No property tax increase. It would discourage those in town from going from renting to purchase, which can discourage long-term community engagement.
- No property tax increase. Maybe look at sales tax increase a little bit.
- Understand better the relationship between higher sales taxes and the viability of both in this economy and the businesses that provide the sales tax revenue.
- In the "narrow" focus of this question, yes. I wonder if respondents understand impact on online purchases. Increasing sales tax will push locals to shop more outside Manitou Springs.
- Add a sunset provision to one year tax increase for entertainment tax!
- Yes, table supports survey results. No, table does not agree with those priorities. Consider a tax with a sunset provision to support in near term. No property tax increase. We're at a reset point (MMJ) and need to cut to a new baseline. New normal and prioritize! Infrastructure (Ruxton) is the last big project.

Are there city services where fees have not kept pace with actual costs and should be updated? What principles should guide those decisions?

- Increase pool fees?
- Yes! Charge more for special event fees.
- Why is it that one person can own so much of the town? Locals cannot use the services provided during peak seasons, mostly because of parking and traffic.
- Fees should cover most costs. Need great economic return to subsidized fees. Some events may not be worth subsidizing.
- Are any special event fees in line with other cities?
- A chart showing relative cost versus amount needed in previous years versus what it actually costs in current economy would be helpful to show what is actually needed financially in today's economy.
- Review that for all fees. Do a comprehensive review.
- Amusement tax rate is unchanged since 1973. It is half the sales tax rate - consider increasing to same rate. Consider increasing fees close to rate of inflation (CPI, PPI, etc.).
- Planning and permit fees should be considered. Review fees for rental and city properties like Memorial Hall.
- Practically across the board - planning fees, water, sewer, storm water fees, pool use, RPP admin, etc.
- The city should increase entrance fee for the Wine and Beer Festival. In addition, implement an entrance fee for the Coffin Races. Estes Park charges \$55 per permit to enter their Frozen Dead Guy Coffin race.

What is the most important message your table wants City Council to hear from tonight's discussion?

- OK with cuts to chamber and OK with implementing amusement and lodging taxes.
- No personal property tax increase.

- Look to neighbor partnerships. EPSCO Sheriff's Office, Colorado Springs utilities. Hotel tax doesn't bring in a ton of money but is most likely to pass. If win against Cog, increase amusement tax to sales tax level. Parks and Rec best place to cut. Maybe cut planning too.
- Increased taxes on amusements and event entrance fees.
- No property tax increase. And use caution on taxing tourists. They will not have as good of an experience and will spend less.

**Table share-out — What did your table most want to protect and what revenue tool did you most support?
What is the single most important message your table wants City Council to hear?**

- Increase hotel tax.
- No personal property tax increase.
- Pitch City as a health/ Wellness/ fitness draw. We have self-guided walking/ rolling tours already online for: Mineral springs, historical tour, and pollinator gardens. Attract someone who wants to bring dogs, bike, walk and hike, etc.



Memorandum

Title: First Reading of Ordinance No. 0626, An Ordinance of the City of Manitou Springs, Colorado, Amending Provisions of Title 10, Chapter 26, of the Manitou Springs Municipal Code Concerning Automated Vehicle Identification Systems

From: Jeff Parker, City Attorney

To: Mayor and City Council

CC: City Administrator Denise Howell

Allocated Time: 10 Minutes

July 7, 2026

Purpose:

To amend Title 10, Chapter 26 of the Manitou Springs Municipal Code to align the City's Automated Vehicle Identification System (AVIS) regulations with the requirements of Senate Bill 26-152, which will become effective August 12, 2026. The proposed ordinance is largely administrative in nature and is intended to ensure the City's Code concerning AVIS, remains compliant with state law.

Background:

Senate Bill 26-152 revises requirements governing Automated Vehicle Identification Systems. While the legislation continues to authorize municipalities to use automated traffic enforcement, it imposes new operational, notification, citation, and reporting requirements.

The proposed ordinance updates the City Code to reflect these state-mandated changes, including:

- New public notice and signage requirements before the deployment of a new AVIS device, including advance website, social media, and onsite notice and a 30-day warning period for newly installed systems.
- Additional requirements for establishing AVIS corridors, including the use of quantitative traffic safety data and annual public reporting of citations and revenue generated.
- Procedures allowing registered vehicle owners to seek dismissal of an AVIS citation when they can demonstrate they were not responsible for the violation.
- Revised enforcement standards for areas with temporary or variable speed limits.
- Updated penalty provisions that reflect the warning and fine structure established by state law.
- Restrictions on vendor compensation, requiring payments to be based on flat



rate arrangements and prohibiting compensation tied to citation volume or revenue generation.

Fiscal Impact:

N/A

Workload Impact:

Minimal.

Recommended Action:

Move to approve Ordinance No. 0626, an ordinance of the City of Manitou Springs, Colorado, amending provisions of Title 10, Chapter 26, of the Manitou Springs municipal code concerning automated vehicle identification systems, on first reading and set a public hearing for July 21, 2026.

**An Ordinance of the City of Manitou Springs, Colorado,
Amending Provisions of Title 10, Chapter 26, of the Manitou
Springs Municipal Code Concerning Automated Vehicle
Identification Systems**

Whereas, the City desires to amend provisions of Title 10, Chapter 26, [Automated Vehicle Identification System] of the Manitou Springs Municipal Code; and

Whereas, these amendments comply with the recent changes to State law concerning automated vehicle identification systems set forth in Senate Bill 26-152; and

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

Section 1:

Chapter 10.26 of the Manitou Springs Municipal Code is hereby amended to read as follows:

10.26.010 – Definitions.

The following terms as used in this chapter shall have the meanings hereinafter designated, unless the context specifically indicates otherwise or unless such meaning is excluded by express provision:

"Automated vehicle identification system" includes a system to detect traffic violations imposed by traffic signals or traffic signs, and/or a system used to detect violations of a bus lane or bicycle lane restrictions, but is not an automated license plate reader system. The term includes a system whereby: (1) a machine is used to automatically detect a violation of a traffic regulation and simultaneously record a photograph of the vehicle and the license plate of the vehicle; and (2) a notice of violation or civil penalty assessment notice may be issued to the registered owner of the motor vehicle.

"Civil penalty assessment notice" shall mean a notice mailed via first class mail or personally served to a registered owner of a vehicle involved in any traffic violation that has previously received a notice of violation.

"Mobile automated vehicle identification system" shall mean an automated vehicle identification system designed to detect traffic violations and that: (1) is capable of being relocated between enforcement locations; (2) may be installed within or mounted to a motor vehicle, including a van, sport utility vehicle, or similar vehicle

platform; (3) does not include a device or system installed in or mounted to a trailer, unless the system is moved to a new location within seventy-two (72) hours after being deployed or is deployed in a maintenance, repair, or construction zone designated pursuant to C.R.S. § 42-4-614 or a school zone as defined in C.R.S. § 42-4-615; and (4) is generally used to provide flexibility to address temporary enforcement in high-risk traffic areas or shifting traffic patterns.

"Notice of violation" shall mean a notice mailed via first class mail or personally served to a registered owner of a vehicle involved in any traffic violation detected by an automated vehicle identification system advising that the violation has been detected, or a similar notice mailed to the operator of the vehicle identified by a registered owner of said vehicle.

"Residential neighborhood" means any block on which a majority of the improvements along both sides of the street are residential dwellings and the speed limit is thirty-five (35) miles per hour or less.

10.26.020 – Implementation.

Before implementing a new automated vehicle identification system that is not a replacement of an existing automated vehicle identification system and is not a mobile automated vehicle identification system that has been moved to a new location within the same established automated vehicle identification system corridor:

1. The City shall publicly announce the implementation of the system through the City's website and social media accounts for at least thirty (30) days prior to the use of the system;
2. The City shall post a sign announcing the upcoming use of an automated vehicle identification system at each location where such a system will be installed at least thirty (30) days before the automated vehicle identification system is utilized, and the sign shall use lettering that is at least four (4) inches high for upper case letters and three (3) inches high for lower case letters; and
3. For the first thirty (30) days after the system is installed or deployed, the City shall only issue warnings for violations of a municipal traffic regulation or traffic violation under state law detected through the use of an automated vehicle identification system and such warnings shall be issued in writing.

10.26.030 – Notices of violation – In general.

- A. If the City detects any alleged violation of a county or municipal traffic regulation or traffic violation under state law through the use of an automated vehicle identification system, then the City shall issue, or cause its vendor to issue, to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail or personal service, a notice of violation.
- B. The City may only issue a notice of violation for violations that occur:
 - 1. Within a school zone;
 - 2. Within a residential neighborhood;
 - 3. Within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614;
 - 4. Along a street that borders a City park; or
 - 5. Along a street, or portions of a street, which the City designates as an automated vehicle identification system corridor as set forth in Section 10.26.070.
- C. The notice of violation shall be served:
 - 1. Within thirty (30) days after the alleged violation if the motor vehicle involved in the alleged violation is registered in the state; or
 - 2. Within sixty (60) days after the alleged violation if the motor vehicle involved in the alleged violation is registered outside the state.
- D. The notice of violation shall contain:
 - 1. The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - 2. The license plate number of the motor vehicle involved in the alleged violation;
 - 3. The date, time, and location of the alleged violation;
 - 4. The amount of the civil penalty prescribed for the alleged violation;
 - 5. The deadline for payment of the prescribed civil penalty and for disputing the alleged violation; and
 - 6. Information on how the registered owner may either dispute the alleged violation at a hearing or pay the prescribed penalty.
- E. To protest a notice of violation, the registered owner shall request, in writing, a hearing to dispute the alleged violation. The deadline to request a hearing to dispute the notice of violation shall be at least forty-five (45) days after the date of the notice of violation.

10.26.040 – Registered owner responsibility.

- A. The registered owner of the motor vehicle detected by the automated vehicle identification system is responsible for paying any civil penalty associated with a notice of violation unless:
1. The registered owner establishes that the motor vehicle had been sold or leased prior to the time of the violation detected by the automated vehicle identification system by providing a bill of sale or other documentation to show that the motor vehicle was sold, leased, or transferred before the date and time of the violation;
 2. The registered owner establishes that the motor vehicle had been stolen prior to the time of the violation detected by the automated vehicle identification system by providing a copy of the police report to show that the owner's license plate or motor vehicle was stolen before the date and time of the violation;
 3. The registered owner establishes that law enforcement issued a separate traffic citation to the registered owner or driver of the motor vehicle for the violation detected by the automated vehicle identification system; or
 4. A representative of the estate or a family member of the registered owner establishes that the registered owner was deceased prior to the date of the violation detected by the automated vehicle identification system.
- B. Unless the motor vehicle was leased at the time of the violation and the motor vehicle was registered in the name of the lessee at the time of the violation, to establish that the registered owner is not responsible for paying a civil penalty associated with a notice of violation, the registered owner or a representative of the estate or a family member of the registered owner shall, within thirty (30) days after the date of the issuance of the Notice of Violation, provide the City an affidavit with information showing that one (1) of the exceptions set forth in subsection (A) of this Section applies. The affidavit shall include the civil penalty number.
- C. If the registered owner to whom a notice of violation has been issued is deceased, the affidavit shall include both a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and one (1) of the following:
1. A bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation;
 2. Documented proof that the registered license plate belonging to the registered owner was returned to the Department of Revenue (DOR) or another office or authorized agent of the DOR after the date of the registered owner's death and before the date of the violation; or

3. A copy of the police report showing that the registered owner's license plate or vehicle was stolen after the date of the registered owner's death and before the date of the violation.
- D. Upon receipt of the affidavit and sufficient supporting documentation pursuant to this Section, the City shall dismiss the Notice of Violation and provide proof of the dismissal to the registered owner or other person that submitted the affidavit.
- E. A person that submits a false affidavit commits a class 2 misdemeanor offense and, upon conviction, shall be punished as provided in C.R.S. § 42-4-1701(3).

10.26.050 – Speeding.

A. *Violations.*

1. For a speeding violation of under six (6) miles per hour over the reasonable and prudent speed under a county or City traffic regulation, or under state law through the use of an automated vehicle identification system, the registered owner may be cited with a violation of a written warning with no penalty or surcharge.
2. For a speeding violation of at least six (6) but less than ten (10) miles per hour over the reasonable and prudent speed under a county or City traffic regulation, or under state law through the use of an automated vehicle identification system, the violation may be cited as follows:
 - a. For the registered owner's first offense, a written warning with no penalty or surcharge; and
 - b. For the registered owner's second or subsequent offense, a notice of violation.
3. For a speeding violation of ten (10) or more miles per hour over the reasonable and prudent speed under a county or City traffic regulation or under state law through the use of an automated vehicle identification system, the City shall issue the registered owner a notice of violation.

B. *Variable Speed Limit.* If a variable speed limit is in effect or a speed limit is otherwise temporarily lowered due to hazardous weather or other traffic conditions, the City shall only issue a notice of violation and civil penalty, if applicable, for a violation detected by an automated vehicle identification system if the violation is a speeding violation that exceeds the regular maximum posted speed limit for that location that is typically in effect when a variable speed limit is not in effect and the speed limit is not otherwise temporarily lowered, provided that this subsection (B) does not apply when a speed limit is temporarily lowered due to the need for a temporary maintenance, repair, or construction zone designated pursuant to C.R.S. § 42-4-614.

C. *Civil Penalty.* The maximum civil penalty for a speeding violation under this chapter, including any surcharge, is forty dollars (\$40.00), unless the violation is

within a school zone, in which case the penalty amounts may be doubled. The penalty amount may also be doubled for a violation that occurs within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614.

- D. *Signage.* The City shall place an appropriate temporary or permanent sign in a conspicuous place not fewer than three hundred (300) feet before the area in which the automated vehicle identification system is to be used, to notify the public that an automated vehicle identification system is in use immediately ahead.

10.26.060 – Disobedience to a traffic control signal.

- A. If the City detects a violation of a municipal traffic regulation or traffic violation under state law for disobedience to a traffic control signal through the use of an automated vehicle identification system, the maximum penalty, including any surcharge, is seventy-five dollars (\$75.00).
- B. The City shall not use an automated vehicle identification system designed to detect disobedience to a traffic control signal or other violation of a local traffic ordinance unless the City posts a sign notifying the public that an automated vehicle identification system is in use immediately ahead. Such sign shall:
 - 1. Be placed in a conspicuous location not less than two hundred (200) feet and not more than five hundred (500) feet before the automated vehicle identification system; and
 - 2. Use lettering that is at least four (4) inches high for upper case letters and three (3) inches high for lower case letters.

10.26.070 – Automated vehicle identification system corridors.

- A. Pursuant to C.R.S. § 42-4-110.5(2)(g)(I), the City identifies the following corridors as automated vehicle identification system corridors:
 - 1. Sunshine Trail;
 - 2. Serpentine Drive;
 - 3. Manitou Avenue;
 - 4. Crystal Park Road;
 - 5. El Paso Boulevard; and
 - 6. US Highway 24 Bypass.
- B. Prior to using an automated vehicle identification system on an automated vehicle identification system corridor, the City shall post a permanent sign not fewer than three hundred (300) feet before the beginning of such corridor and a permanent sign not fewer than three hundred (300) feet before each camera within the corridor or a temporary sign fewer than three hundred (300) feet before any mobile camera.

- C. The City shall illustrate, through quantitative data collected within the past five (5) years, incidents of crashes, speeding, or reckless driving on the streets designated as an automated vehicle identification system corridor. The City may also illustrate the need for an automated vehicle identification system corridor via community complaints in addition to quantitative data.
- D. The City shall coordinate with the Department of Transportation and Colorado State Patrol in designated corridors.
- E. The City shall annually publish a report on its website disclosing the number of citations and amount of revenue generated by the automated vehicle identification system corridor.
- F. The City shall not locate an automated vehicle identification system corridor on any highway that is part of the federal interstate highway system.

10.26.080 – Civil penalty assessment notices.

- A. If the City has not received the prescribed civil penalty or written notice requesting a hearing to dispute the alleged violation by the deadline provided in the notice of hearing, then the City shall issue, or cause its vendor to issue, a civil penalty assessment notice to be served on the registered owner either by first-class mail or personal service.
- B. The civil penalty assessment notice shall contain:
 - 1. The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - 2. The license plate of the motor vehicle involved in the alleged violation;
 - 3. The date, time, and location of the alleged violation;
 - 4. The amount of the civil penalty prescribed for the alleged violation;
 - 5. The deadline for payment of the prescribed civil penalty; and
 - 6. Information on how to pay the prescribed civil penalty.
- C. If the registered owner fails to pay the full prescribed civil penalty by the deadline stated in the civil penalty assessment notice, a final order of liability shall be entered against the registered owner of the vehicle. The final order shall be personally served to the registered owner. Final orders of liability may be appealed as to matters of law and fact to the Manitou Springs Municipal Court.
- D. The City may initiate or pursue a collection action against the registered owner of a motor vehicle for debt resulting from the final order of liability.
- E. The City shall not report to the Department of Transportation any conviction or entry of judgment against a defendant for a violation of a municipal traffic regulation or traffic violation under state law, if the violation was detected through the use of an automated vehicle identification system.
- F. If the registered owner fails to pay the full prescribed civil penalty, the City shall not attempt to enforce the penalty by immobilizing the registered owner's vehicle.

10.26.090 – Vendors.

No portion of any fine collected through the use of an automated vehicle identification system may be paid to the manufacturer or vendor of the automatic vehicle identification system equipment. The compensation to such vendor by the City shall:

1. Be based on the value of such equipment and the value of any services provided;
2. Not be based on the number of traffic citations issued or the amount of revenue generated by such equipment or services; or be structured as a flat monthly fee or a flat hourly rate that is not contingent upon, and does not vary based on, the number of traffic citations issued or the amount of revenue generated; and
3. Not include any incentives, bonuses, escalators, or other provisions that are directly tied to the number of citations issued or the amount of revenue generated.

10.26.100 – Data retention.

The City shall:

1. Program the automated vehicle identification system to retain data only when a violation of a county or municipal traffic regulation or traffic violation under state law occurs;
2. Treat all photographs and video collected by the automated vehicle identification system as confidential and exempt from disclosure and inspection pursuant to the "Colorado Open Records Act" part 2 of Article 72, Title 24, C.R.S.;
3. Not use, disclose, sell, or permit access to photographs, video, or personal identifiable data collected by the automated vehicle identification system, except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and
4. Destroy any photographs and video of a violation collected by the automated vehicle identification system within three (3) years after the final disposition of the violation, unless the photographs or video are maintained in a separate system for other purposes allowed by law.

Section 2:

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

Section 3:

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

Passed on first reading and ordered published this 7th day of July 2026.

Elena Krebs, City Clerk

A Public Hearing on this ordinance will be held at the July 21, 2026 City Council meeting. The City Council Meeting will be held at 6:00 PM at City Hall, 606 Manitou Avenue, Manitou Springs Colorado.

Ordinance Published: July 8, 2026 (in full)
On the City's Official Website and at City Hall

Chapter 10.26 [AUTOMATED VEHICLE IDENTIFICATION SYSTEM]

Sections:

10.26.010 Definitions.

The following terms as used in this chapter shall have the meanings hereinafter designated, unless the context specifically indicates otherwise or unless such meaning is excluded by express provision:

"Automated vehicle identification system" includes a system to detect traffic violations imposed by traffic signals or traffic signs, and/or a system used to detect violations of a bus lane or bicycle lane restrictions, but is not an automated license plate reader system. The term includes a system whereby: (1) a machine is used to automatically detect a violation of a traffic regulation and simultaneously record a photograph of the vehicle and the license plate of the vehicle; and (2) a notice of violation or civil penalty assessment notice may be issued to the registered owner of the motor vehicle.

"Civil penalty assessment notice" shall mean a notice mailed via first class mail or personally served to a registered owner of a vehicle involved in any traffic violation that has previously received a notice of violation.

"Mobile automated vehicle identification system" shall mean an automated vehicle identification system designed to detect traffic violations and that: (1) is capable of being relocated between enforcement locations; (2) may be installed within or mounted to a motor vehicle, including a van, sport utility vehicle, or similar vehicle platform; (3) does not include a device or system installed in or mounted to a trailer, unless the system is moved to a new location within seventy-two (72) hours after being deployed or is deployed in a maintenance, repair, or construction zone designated pursuant to C.R.S. § 42-4-614 or a school zone as defined in C.R.S. § 42-4-615; and (4) is generally used to provide flexibility to address temporary enforcement in high-risk traffic areas or shifting traffic patterns.

"Notice of violation" shall mean a notice mailed via first class mail or personally served to a registered owner of a vehicle involved in any traffic violation detected by an automated vehicle identification system advising that the violation has been detected, or a similar notice mailed to the operator of the vehicle identified by a registered owner of said vehicle.

"Residential neighborhood" means any block on which a majority of the improvements along both sides of the street are residential dwellings and the speed limit is thirty-five (35) miles per hour or less.

(Ord. No. 0824, § 1, 10-1-2024)

10.26.020 Implementation.

Before implementing a new automated vehicle identification system that is not a replacement of an existing automated vehicle identification system and is not a mobile automated vehicle identification system that has been moved to a new location within the same established automated vehicle identification system corridor:

1. The City shall publicly announce the implementation of the system through the City's website and social media accounts for at least thirty (30) days prior to the use of the system;
2. The City shall post a sign announcing the upcoming use of an automated vehicle identification system at each location where such a system will be installed at least thirty (30) days before the automated vehicle identification system is utilized, and the sign shall use lettering that is at least four (4) inches high for upper case letters and three (3) inches high for lower case letters; and

3. For the first thirty (30) days after the system is installed or deployed, the City shall only issue warnings for violations of a municipal traffic regulation or traffic violation under state law detected through the use of an automated vehicle identification system and such warnings shall be issued in writing.

10.26.03~~20~~ Notices of violation—In general.

- A. If the ~~city~~City detects any alleged violation of a county or municipal traffic regulation or traffic violation under state law through the use of an automated vehicle identification system, then the ~~City~~city shall issue, or cause its vendor to issue, to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail or personal service, a notice of violation.
- B. The ~~city~~City may only issue a notice of violation for violations that occur:
1. Within a school zone;
 2. Within a residential neighborhood;
 3. Within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614;
 4. Along a street that borders a ~~city~~City park; or
 5. Along a street, or portions of a street, which the ~~city~~City designates as an automated vehicle identification system corridor as set forth in Section 10.26.07~~50~~.
- C. The notice of violation shall be served:
1. Within thirty (30) days after the alleged violation if the motor vehicle involved in the alleged violation is registered in the state; or
 2. Within sixty (60) days after the alleged violation if the motor vehicle involved in the alleged violation is registered outside the state.
- D. The notice of violation shall contain:
1. The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 2. The license plate number of the motor vehicle involved in the alleged violation;
 3. The date, time, and location of the alleged violation;
 4. The amount of the civil penalty prescribed for the alleged violation;
 5. The deadline for payment of the prescribed civil penalty and for disputing the alleged violation; and
 6. Information on how the registered owner may either dispute the alleged violation at a hearing or pay the prescribed penalty.
- E. To protest a notice of violation, the registered owner shall request, in writing, a hearing to dispute the alleged violation. The deadline to request a hearing to dispute the notice of violation shall be at least forty-five (45) days after the date of the notice of violation. ~~At a hearing, the city may not require the registered owner to disclose the identity of the driver of the vehicle who is detected through the use of the automated vehicle identification system, but may require the registered owner to submit evidence that the owner was not the driver at the time of the alleged violation.~~

(Ord. No. 0824, § 1, 10-1-2024)

10.26.040 Registered owner responsibility.

- A. The registered owner of the motor vehicle detected by the automated vehicle identification system is responsible for paying any civil penalty associated with a Notice of Violation unless:
1. The registered owner establishes that the motor vehicle had been sold or leased prior to the time of the violation detected by the automated vehicle identification system by providing a bill of sale or other documentation to show that the motor vehicle was sold, leased, or transferred before the date and time of the violation;
 2. The registered owner establishes that the motor vehicle had been stolen prior to the time of the violation detected by the automated vehicle identification system by providing a copy of the police report to show that the owner's license plate or motor vehicle was stolen before the date and time of the violation;
 3. The registered owner establishes that law enforcement issued a separate traffic citation to the registered owner or driver of the motor vehicle for the violation detected by the automated vehicle identification system; or
 4. A representative of the estate or a family member of the registered owner establishes that the registered owner was deceased prior to the date of the violation detected by the automated vehicle identification system.
- B. Unless the motor vehicle was leased at the time of the violation and the motor vehicle was registered in the name of the lessee at the time of the violation, to establish that the registered owner is not responsible for paying a civil penalty associated with a notice of violation, the registered owner or a representative of the estate or a family member of the registered owner shall, within thirty (30) days after the date of the issuance of the Notice of Violation, provide the City an affidavit with information showing that one (1) of the exceptions set forth in subsection (A) of this Section applies. -The affidavit shall include the civil penalty number.
- C. If the registered owner to whom a notice of violation has been issued is deceased, the affidavit shall include both a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and one (1) of the following:
1. A bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation;
 2. Documented proof that the registered license plate belonging to the registered owner was returned to the Department of Revenue (DOR) or another office or authorized agent of the DOR after the date of the registered owner's death and before the date of the violation; or
 3. A copy of the police report showing that the registered owner's license plate or vehicle was stolen after the date of the registered owner's death and before the date of the violation.
- D. Upon receipt of the affidavit and sufficient supporting documentation pursuant to this Section, the City shall dismiss the notice of violation and provide proof of the dismissal to the registered owner or other person that submitted the affidavit.
- E. A person that submits a false affidavit commits a class 2 misdemeanor offense and, upon conviction, shall be punished as provided in C.R.S. § 42-4-1701(3)

10.26.05~~30~~ Speeding.

- A. *Violations.*

1. For a speeding violation of under six (6) miles per hour over the reasonable and prudent speed under a county or City traffic regulation, or under state law through the use of an automated vehicle identification system, the registered owner may be cited with a violation of a written warning with no penalty or surcharge.
 2. For a speeding violation of at least six (6) but less than ten (10) miles per hour over the reasonable and prudent speed under a county or ~~city~~City traffic regulation, or under state law through the use of an automated vehicle identification system, the violation may be cited as follows:
 - a. For the registered owner's first offense, a written warning with no penalty or surcharge; and
 - b. For the registered owner's second or subsequent offense, a notice of violation.
 3. For a speeding violation of ~~more than~~ ten (10) or more miles per hour over the reasonable and prudent speed under a county or ~~city~~City traffic regulation or under state law through the use of an automated vehicle identification system, the ~~city~~City shall issue the registered owner a notice of violation.
- B. Variable Speed Limit. If a variable speed limit is in effect or a speed limit is otherwise temporarily lowered due to hazardous weather or other traffic conditions, the City shall only issue a notice of violation and civil penalty, if applicable, for a violation detected by an automated vehicle identification system if the violation is a speeding violation that exceeds the regular maximum posted speed limit for that location that is typically in effect when a variable speed limit is not in effect and the speed limit is not otherwise temporarily lowered, provided that this subsection (B) does not apply when a speed limit is temporarily lowered due to the need for a temporary maintenance, repair, or construction zone designated pursuant to C.R.S. § 42-4-614.
- C. Civil Penalty. The maximum civil penalty for a speeding violation under this chapter, including any surcharge, is forty dollars (\$40.00), unless the violation is within a school zone, in which case the ~~maximum~~ penalty ~~amounts may be doubled~~shall be eighty dollars. However, these maximum amounts shall not apply to aThe penalty amount may also be doubled for a violation that occurs within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614.
- D. Signage. The ~~city~~City shall place an appropriate temporary or permanent sign in a conspicuous place not fewer than three hundred (300) feet before the area in which the automated vehicle identification system is to be used, to notify the public that an automated vehicle identification system is in use immediately ahead.

(Ord. No. 0824, § 1, 10-1-2024)

10.26.0640 Disobedience to a traffic control signal.

- A. If the ~~city~~City detects a violation of a municipal traffic regulation or traffic violation under state law for disobedience to a traffic control signal through the use of an automated vehicle identification system, the maximum penalty, including any surcharge, is seventy-five dollars (\$75.00). ~~However, this maximum amount shall not apply to a violation that occurs within a school zone as defined in C.R.S. § 42-4-615(2) or in a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614.~~
- B. The ~~city~~City shall not use an automated vehicle identification system designed to detect disobedience to a traffic control signal or other violation of a local traffic ordinance unless the ~~city~~City posts a sign notifying the public that an automated vehicle identification system is in use immediately ahead. Such sign shall:
 1. Be placed in a conspicuous location not less than two hundred (200) feet and not more than five hundred (500) feet before the automated vehicle identification system; and
 2. Use lettering that is at least four (4) inches high for upper case letters and three (3)~~two and nine tenths~~ inches high for lower case letters.

(Ord. No. 0824, § 1, 10-1-2024)

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(Supp. No. 72, Update 1)

10.26.07~~50~~ Automated vehicle identification system corridors.

- A. Pursuant to C.R.S. § 42-4-110.5(2)(g)(l), the City identifies the following corridors as automated vehicle identification system corridors:
 - 1. Sunshine Trail;
 - 2. Serpentine Drive;
 - 3. Manitou Avenue;
 - 4. Crystal Park Road;
 - 5. El Paso Boulevard; [and](#)
 - 6. US Highway 24 Bypass.
- B. Prior to using an automated vehicle identification system on an automated vehicle identification system corridor, the ~~city~~City shall post a permanent sign not fewer than three hundred [\(300\)](#) feet before the beginning of such corridor and a permanent sign not fewer than three hundred [\(300\)](#) feet before each camera within the corridor or a temporary sign fewer than three hundred [\(300\)](#) feet before any mobile camera.
- C. The ~~C~~city shall illustrate, through [quantitative](#) data collected within the past five [\(5\)](#) years, incidents of crashes, speeding, [or reckless driving](#), ~~or community complaints~~ on the streets designated as an automated vehicle identification system corridor. [The City may also illustrate the need for an automated vehicle identification system corridor via community complaints in addition to quantitative data.](#)
- D. The ~~C~~city shall coordinate with the Department of Transportation and Colorado State Patrol in designated corridors.
- E. The ~~C~~city [shall annually](#)~~may~~ publish a report on its website disclosing the number of citations and [amount of](#) revenue generated by the automated vehicle identification system corridor.
- F. The ~~C~~city shall not locate an automated vehicle identification system corridor on any highway that is part of the federal interstate highway system.

(Ord. No. 0824, § 1, 10-1-2024)

10.26.08~~60~~ Civil penalty assessment notices.

- A. If the ~~city~~City has not received the prescribed civil penalty or written notice requesting a hearing to dispute the alleged violation by the deadline provided in the notice of hearing, then the ~~city~~City shall issue, or cause its vendor to issue, a civil penalty assessment notice to be served on the registered owner either by first-class mail or personal service.
- B. The civil penalty assessment notice shall contain:
 - 1. The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - 2. The license plate of the motor vehicle involved in the alleged violation;
 - 3. The date, time, and location of the alleged violation;
 - 4. The amount of the civil penalty prescribed for the alleged violation;
 - 5. The deadline for payment of the prescribed civil penalty; and
 - 6. Information on how to pay the prescribed civil penalty.

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(Supp. No. 72, Update 1)

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- C. If the registered owner fails to pay the full prescribed civil penalty by the deadline stated in the civil penalty assessment notice, a final order of liability shall be entered against the registered owner of the vehicle. The final order shall be personally served to the registered owner. Final orders of liability may be appealed as to matters of law and fact to the Manitou Springs Municipal Court.
 - D. The ~~city~~City may initiate or pursue a collection action against the registered owner of a motor vehicle for debt resulting from the final order of liability.
 - E. The ~~city~~City shall not report to the Department of Transportation any conviction or entry of judgment against a defendant for a violation of a municipal traffic regulation or traffic violation under state law, if the violation was detected through the use of an automated vehicle identification system.
 - F. If the registered owner fails to pay the full prescribed civil penalty, the ~~city~~City shall not attempt to enforce the penalty by immobilizing the registered ~~vehicle~~ owner's vehicle.

(Ord. No. 0824, § 1, 10-1-2024)

10.26.0970 Vendors.

No portion of any fine collected through the use of an automated vehicle identification system may be paid to the manufacturer or vendor of the automatic vehicle identification system equipment. The compensation to such vendor by the ~~C~~city shall:

1. ~~B~~ be based on the value of such equipment and the value of any services provided;
2. ~~N~~and may not be based on the number of traffic citations issued or the amount of revenue generated by such equipment or services; or be structured as a flat monthly fee or a flat hourly rate that is not contingent upon, and does not vary based on, the number of traffic citations issued or the amount of revenue generated; and
3. Not include any incentives, bonuses, escalators, or other provisions that are directly tied to the number of citations issued or the amount of revenue generated.

(Ord. No. 0824, § 1, 10-1-2024)

10.26.10080 Data retention.

The ~~C~~city shall:

1. Program the automated vehicle identification system to retain data only when a violation of a county or municipal traffic regulation or traffic violation under state law occurs;
2. Treat all photographs and video collected by the automated vehicle identification system as confidential and exempt from disclosure and inspection pursuant to the "Colorado Open Records Act" part 2 of Article 72, Title 24, C.R.S.;
3. Not use, disclose, sell, or permit access to photographs, video, or personal identifiable data collected by the automated vehicle identification system, except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and
4. Destroy any photographs and video of a violation collected by the automated vehicle identification system within three (3) years after the final disposition of the violation, unless the photographs or video are maintained in a separate system for other purposes allowed by law.

(Ord. No. 0824, § 1, 10-1-2024)

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(Supp. No. 72, Update 1)