



CITY OF CAÑON CITY

City Council

City Council Chambers
128 Main St., Cañon City, CO 81212
(719) 269-9011 • www.canoncity.gov

REGULAR CITY COUNCIL MEETING

February 16, 2026

6:00 p.m.

AGENDA

1. CALL TO ORDER: Council Chambers
2. ROLL CALL: COUNCIL MEMBERS DENNEHY, MELONI, REEVES, SIMMONS, TONEY, WORTHINGTON, MAYOR PRO TEM SCHMISSEUR, MAYOR LUND.
3. INVOCATION: Bradley Buck, Bridge to Life Assembly of God Church
4. PLEDGE OF ALLEGIANCE:

5. CITIZENS REQUEST TO SPEAK TO THE CITY COUNCIL:

Resolution No. 9, Series 2018, adopted Rules of Procedures for the City Council, staff, and the public. Public comments are received after the opening ceremonies under the heading "Citizens Request to Speak to the City Council." If you wish to address the City Council, please complete a Request to Speak Form available by the meeting room door and submit it to the City Clerk prior to the meeting being called to order. Copies of the policy and form are available in the City Clerk's office and posted on the City of Cañon City website.

6. COUNCIL MEMBER ANNOUNCEMENTS AND BOARD UPDATES:

7. RECOGNITIONS AND PROCLAMATIONS:

A. Employee Recognition

8. CONSENT AGENDA:

All matters listed on the Consent Agenda are considered routine and will be approved with one motion. Documents are approved substantially as drafted. There will be no separate discussion of these items unless a City Council Member or citizen so requests, in which case the items may be removed from the Consent Agenda and considered separately, at the discretion of City Council.

- A. Approve minutes for Regular City Council Meeting February 2, 2026, Special City Council Meetings January 26, 2026 (City/City/County and Executive Session), and February 2, 2026 (Executive Session), and Committee Meetings January 27, 2026, January 28, 2026 (Public Safety and Quality of Life and Water), and Community meetings January 29, 2026 (Forward Talks).
- B. Authorize the City Administrator to sign a Professional Services Agreement with Otis Elevator.
- C. Authorize the Mayor to sign a Memorandum of Understanding for the Bureau of Land Management Owned Archaeological and Paleontological Collections.
- D. Approve Traffic Control Schedule - Update #062.
- E. Award Bid 20-26 High Head Pump Repair to Water Technologies Group in an amount not to exceed \$10,000.
- F. Award Bid 24-26: Project Management Software to Info Tech in an amount not to exceed \$9,000.
- G. Award Bid 25-26: Records Request Software to CivicPlus in an amount not to exceed \$9,710.15.
- H. Award Bid 27-26: GIS Software to ESRI in an amount not to exceed \$16,000.
- I. Receive and File: Monthly Budget Summary - December 2025.
- J. Receive and Ratify: Cash Disbursements 02/02/2026-02/02/2026.
- K. Receive and File: Cash Disbursements 02/03/2026 – 02/16/2026, P-Card Disbursements 11/18/2025 – 12/17/2025.

END CONSENT

9. ADMINISTRATOR REPORT:

- A. City Administrator's Report

10. DISCUSSION:

- A.** Referral to Economic Development Committee: Colorado Wildfire Resiliency Code.

11. ADJOURN: The next Regular City Council Meeting is scheduled for March 2, 2026.

**Posted pursuant to Municipal Code on Wednesday, February 11, 2026.
Cindy Foster Owens, City Clerk**



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Butch Batchelder

DATE: 02/16/2026

RE: Employee Recognition

SUMMARY:* **SUMMARY:*** The following city employee(s) is/are reaching a milestone in their employment with the City of Cañon City:

Employee First Name	Employee Last Name	Milestone (Years of Employment)	Date (Adjusted Date) of Hire	Background
Susanne	Rave	5	02/15/2021	Susanne was hired as a Part-Time Permit Technician II on February 15, 2021. A position she continues to hold and excel in.
Aleizja	Owens	10	02/08/2016	Aleizja was hired on February 8, 2016, as the Information Technology Manager for the City of Cañon City. He continues to hold this position and excel in his duties..

REVIEWED BY LEGAL? ☐ Yes ☒ No

RECOMMENDED ACTION: Please recognize this employee for their years of commitment and service to our community and our residents.

of attachments



CITY OF CAÑON CITY

City Administrator

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TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Cindy L. Foster Owens

DATE: 02/16/2026

RE: Approve minutes for Regular City Council Meeting February 2, 2026, Special City Council Meetings January 26, 2026 (City/City/County and Executive Session), and February 2, 2026 (Executive Session), and Committee Meetings January 27, 2026, January 28,

SUMMARY: * Approve minutes for Regular City Council Meeting February 2, 2026, Special City Council Meetings January 26, 2026 (City/City/County and Executive Session), and February 2, 2026 (Executive Session), Committee Meetings January 27, 2026 (Finance, Budget, and Public Works and Art), January 28, 2026 (Public Safety and Quality of Life and Water), and Community meetings January 29, 2026 (Forward Talks).

REVIEWED BY LEGAL? ☐ Yes ☒ No

RECOMMENDED ACTION: Approve minutes.

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CITY OF CAÑON CITY

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REGULAR CITY COUNCIL MEETING

February 2, 2026

6:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 6:00 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy	X	
Council Member Meloni	X	
Council Member Reeves	X	
Council Member Simmons	X	
Council Member Toney	X	
Council Member Worthington	X	
Mayor Pro Tem Schmisser	X	
Mayor Lund	X	

INVOCATION: Dawn Ward, River City Vineyard

Dawn Ward with River City Vineyard gave the invocation.

PLEDGE OF ALLEGIANCE:

Mayor Lund led the Pledge of Allegiance.

CITIZENS REQUEST TO SPEAK TO THE CITY COUNCIL:

Stacy Brack, Denise Jennings, Karen Hunter, Jay Bob Klinkerman, Jessie Hughes, Buffie McFadyen, and Will Colon spoke.

COUNCIL MEMBER ANNOUNCEMENTS AND BOARD UPDATES:

Announcements and Board Updates received.

CONSENT AGENDA:

Approved minutes for Regular City Council Meeting January 20, 2026, and Special Meeting January 20, 2026 (Training).

Authorized the Mayor to reappoint Loren Flick and appoint Jody Enderle to the Library/Museum Board.

Authorized the City Administrator to sign a License Agreement Renewal 2026 with Colorado Jeep and Off-Road Tours.

Authorized the City Administrator to sign a Ditch Crossing Agreement with the Cañon City Hydraulic and Irrigating Ditch Company (9th & Mystic).

Authorized the city Administator to sign a Purchase and Sale Agreement for 311 N. 4th Street.

Awarded Bid 09-26 Water Meters to Ferguson in an amount not to exceed \$100,000.

Received and Filed: Cash Disbursements 01/21/2026 – 02/02/2026.

Received and Filed: Cash Disbursements to Ratify 01/22/2026 – 01/22/2026.

END CONSENT

MOTION: On motion by Mayor Pro Tem Schmisser and Second by Council Member Reeves, Council approved the Agenda and Consent Agenda by unanimous roll call vote of those present.

ADMINISTRATOR REPORT:

Report received.

DISCUSSION:

Mayoral appointment of citizens to the Economic Development, Finance, Budget, and Public Works, and Public Safety and Quality of Life Committees.

ADJOURN: The meeting was adjourned at 6:59 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



CITY OF CAÑON CITY

City Council

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SPECIAL CITY COUNCIL MEETING

January 26, 2026

12:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 12:00 p.m. at the Fremont County Building, 615 Macon.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy		X
Council Member Meloni		X
Council Member Reeves	X	
Council Member Simmons		X
Council Member Toney		X
Council Member Worthington	X	
Mayor Pro Tem Schmisser		X
Mayor Lund	X	

ALSO PRESENT: City Administrator Ryan Stevens

DISCUSSION:

City/City/County Meeting

ADJOURN: This meeting was adjourned at 1:30 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



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City Council

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SPECIAL CITY COUNCIL MEETING

January 26, 2026

5:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 5:00 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT	
Council Member Dennehy	X		Arrived at 5:01 p.m.
Council Member Meloni	X		
Council Member Reeves	X		
Council Member Simmons	X		
Council Member Toney		X	
Council Member Worthington	X		
Mayor Pro Tem Schmisser	X		
Mayor Lund	X		

ALSO PRESENT: City Administrator Ryan Stevens, City Attorney Kathryn Sellars via Zoom, City Clerk Cindy Foster Owens and Department Staff.

Executive Session:

An Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding Royal Gorge lease agreement negotiations with CMBH.

The Executive Session was opened at 5:10 p.m.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy	X	
Council Member Meloni	X	
Council Member Reeves	X	
Council Member Simmons	X	
Council Member Toney		X
Council Member Worthington	X	
Mayor Pro Tem Schmisser	X	
Mayor Lund	X	

ALSO PRESENT: City Administrator Ryan Stevens, City Attorney Kathryn Sellars via Zoom and Department Staff.

The Executive Session was closed at 5:54 p.m.

ADJOURN: The meeting was adjourned at 5:55 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



CITY OF CAÑON CITY

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SPECIAL CITY COUNCIL MEETING

February 2, 2026

5:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 5:00 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy	X	
Council Member Meloni	X	
Council Member Reeves	X	
Council Member Simmons	X	
Council Member Toney	X	
Council Member Worthington	X	
Mayor Pro Tem Schmisser	X	
Mayor Lund	X	

ALSO PRESENT: City Administrator Ryan Stevens, City Attorney Kathryn Sellars, and City Clerk Cindy Foster Owens.

Executive Session:

An Executive Session to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b), concerning Fremont County District Court Case No. 2025CV30124 and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a) and to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators, pursuant to C.R.S. § 24-6-402 (4)(e), concerning the possible purchase of real property.

The Executive Session was opened at 5:05 p.m.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy	X	
Council Member Meloni	X	
Council Member Reeves	X	
Council Member Simmons	X	
Council Member Toney		X
Council Member Worthington	X	
Mayor Pro Tem Schmisser	X	
Mayor Lund	X	

ALSO PRESENT: City Administrator Ryan Stevens and City Attorney Kathryn Sellars.

The Executive Session was closed at 5:55 p.m.

ADJOURN: The meeting was adjourned at 5:56 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



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FINANCE, BUDGET, AND PUBLIC WORKS COMMITTEE MEETING January 27, 2026 4:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 4:00 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT
Council Member Meloni	X	
Mayor Pro Tem Schmisser	X	
Mayor Lund	X	
Chairman Toney	X	

ALSO PRESENT: City Administrator Ryan Stevens, Finance Director Tammy Nordyke, and Department Staff.

DISCUSSION:

Meeting dates and times, 2026 Budget, plan of action with priority goals and plan for new committee membership were discussed.

ADJOURN: The meeting was adjourned at 5:15 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



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SPECIAL CITY COUNCIL MEETING

January 27, 2026

6:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 6:00 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy		X
Council Member Meloni		X
Council Member Reeves		X
Council Member Simmons		X
Council Member Toney		X
Council Member Worthington	X	
Mayor Pro Tem Schmisser		X
Mayor Lund		X

DISCUSSION:

Public Art Meeting

ADJOURN: The meeting was adjourned at 7:40 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



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**PUBLIC SAFETY AND QUALITY OF LIFE
COMMITTEE MEETING**
January 28, 2026
4:30 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 4:30 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy	X	
Council Member Simmons	X	
Mayor Lund	X	
Chairman Schmisser	X	

ALSO PRESENT: City Administrator Ryan Stevens and Department Staff.

DISCUSSION:

Committee purpose, staff goals and priorities, council member goals and next steps and meeting logistics were discussed.

ADJOURN: The meeting was adjourned at 5:28 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



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SPECIAL CITY COUNCIL MEETING

January 28, 2026

2:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 2:00 p.m. in Council Chambers.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy		X
Council Member Meloni	X	
Council Member Reeves		X
Council Member Simmons		X
Council Member Toney	X	
Council Member Worthington		X
Mayor Pro Tem Schmisser		X
Mayor Lund		X

DISCUSSION:

Water Meeting

ADJOURN: The meeting was adjourned at 3:30 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



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COMMUNITY MEETINGS

January 29, 2026

7:00 p.m.

MINUTES

CALL TO ORDER: The meeting was called to order at 7:00 p.m. at the Steeple Event Center, 701 Macon Avenue.

ROLL CALL:

	PRESENT	ABSENT
Council Member Dennehy		X
Council Member Meloni		X
Council Member Reeves	X	
Council Member Simmons		X
Council Member Toney	X	
Council Member Worthington	X	
Mayor Pro Tem Schmisser	X	
Mayor Lund	X	

DISCUSSION:

Cañon City Forward Talks: What Makes Communities Successful?

ADJOURN: The meeting was adjourned at 8:00 p.m.

Mayor Phil Lund

Attest:

Cindy Foster Owens, MMC, City Clerk



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Leo A. Evans

DATE: 02/16/2026

RE: Professional Services Agreement - Otis Elevator

SUMMARY: *

Staff is presenting a professional services agreement with Otis Elevator Company for them to provide routine maintenance and upkeep of our two (2) elevators; one located at the Public Library, and the other located at City Hall.

In order to operate the elevators we must maintain compliance with the state code. Otis provides the routine maintenance, state reporting, and serves as on-call for emergencies related to our elevator service that allow us to stay in compliance and operate the elevators.

Prior to this contract the service had been provided by TK Elevator for a number of years. TKE fell into breach of contract late in 2025 for failure to perform the required inspections which prompted staff to solicit interest for the service from other vendors. Otis provided the only responsive proposal for our needs and provides service to many of the other elevators in the city.

City Legal Counsel has reviewed the agreement and has worked through a number of revisions but is not at this time able to issue their full support of the agreement as presented. The main sticking point is that Otis Elevator will not proceed without including their proposal as an attachment to the agreement and our counsel would prefer that Otis' proposal and terms are omitted. The proposal from Otis has terms that conflict with our standard professional services agreement, for example the termination clauses are different.

Staff is recommending approval as presented and believes the risk of accepting the proposal as presented is minimal and overall less than the risk of not having a contract in place and a means to ensure our elevators remain in operation. All of the companies we are aware of that provide this service in our area are nationwide companies and are generally not willing to negotiate their standard terms, especially for such a small value contract.

As a point of risk management we wanted to emphasize that the professional services agreement states that in the event of a conflict between the PSA and the attachments the PSA prevails which staff believes provides us some protection in the event of conflicting terms.

**REVIEWED BY
LEGAL?**

☒ Yes ☐ No

**RECOMMENDED
ACTION:**

Approve the professional services agreement with Otis Elevator and authorize the City Administrator to sign.

of attachments 1

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the City of Cañon City, P.O. Box 1460, Cañon City, Colorado 81215, a Colorado municipal corporation (the "City"), and Otis Elevator Company, a Colorado Corporation with a principal place of business at 511 N Main St, Room 608 Pueblo, CO 81003 ("Consultant" or "Otis") (collectively the "Parties").

WHEREAS, the City requires professional services; and

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

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

I. SCOPE OF SERVICES

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

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written 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 complete and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed three-hundred-and-twenty Dollars (\$320.00) per month. 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.

B. 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. Payment shall be as per outlined in the Consultant's Proposal.

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 professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency 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.

V. OWNERSHIP

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the City. 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.

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 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 limits of (\$1,000,000) 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. Owner's and Contractor's Protective Liability Policy (OCP) with a limit of \$2,000,000 The policy shall include coverage for bodily injury, broad form property damage, personal injury, blanket contractual, products,. The policy shall contain a severability of interests provision, and shall include the City and the City's officers, employees, and contractors as additional insureds.

3. Professional liability insurance with 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 limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

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

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against 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, , 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 negligent act, willful misconduct, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent 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

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

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Fremont 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 or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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. Prohibited Terms. Any term included in **Exhibit A**, or any other exhibit, that requires the City to indemnify or hold the Consultant harmless; requires the City to agree to binding arbitration; limits the Consultant's liability for damages caused by the Consultant; determines choice of law, conflicts of law, or venue and forum-selection, or defense or control of litigation or settlement; requires the City to pay attorneys' fees or costs; requires the City to name the Consultant as an additional insured; requires the City to agree to confidentiality; or that conflicts with this provision in any way shall be void *ab initio*. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of the City.

M. Conflicting Terms. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

N. Data Security. Pursuant to the Colorado Protections for Consumer Data Privacy Act, C.R.S. §24-73-101, *et seq.*, Consultant will destroy all paper and electronic documents containing personal identifying information within six months of termination of this Agreement, unless otherwise required under the law. If other laws are applicable, such information will be securely destroyed to protect personal identifying information. Consultant shall implement and maintain security procedures that are consistent with generally accepted industry standards to protect personal identifying information that are designed to protect the information from unauthorized access, use, modification, disclosure, or destruction. If Consultant discovers or is informed of a security breach, Consultant will give the City notice in the most expedient time and without unreasonable delay, no later than 15 calendar days after it is determined a security breach occurred. Consultant shall cooperate with the City in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the City information relevant to the security breach. Consultant shall be liable for any damages caused by such security breach.

O. Digital Accessibility. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the City and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the City in relation to Consultant's noncompliance with such accessibility standards.

P. Force Majeure. Neither party shall be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor

disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Reasonable Control"). Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

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

CITY OF CAÑON CITY, COLORADO

City Administrator

ATTEST:

City Clerk

CONSULTANT

By: _____

STATE OF COLORADO

)

) ss.

COUNTY OF

)

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

EQUIPMENT SERVICED

2 Hydraulic OTIS ONLY ELV *ADA*, ONLY ELV MACHINE NUMBER 494829, 407884

OTIS MAINTENANCE MANAGEMENT SYSTEM TM (OMMSTM)

We will use the Otis Maintenance Management System (OMMSTM) preventative maintenance program to deliver service tailored to City specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMSTM scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Agreement, City agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.
- In addition to other exclusions set forth in this Agreement, this Agreement does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Agreement is included or intended. Furthermore, this Agreement does not cover any service that requires disassembly, exceeds two (2) hours of service time, or

requires a team of two (2) or more personnel. If any services that are not covered are later requested by City, City agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Agreement if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Agreement requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Agreement, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to City, and at City request, an Otis representative will be available to discuss with City about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to City, Otis does not assume any duty to warn and City agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMSTM program to record completion of maintenance procedures. We will, at City request, provide City access to the Customer Portal, our proprietary customer interface that permits City to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. City will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Agreement, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, City assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or City will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. City will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at City request, provide City with access to the Customer Portal and our OTISLINETM 24-hour, year round dispatching service. In the event a Unit malfunction occurs between regular examinations, City will be able to place a service call on the Customer Portal or through an OTISLINETM customer service representative, who will, at City request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to City in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, City agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Agreement, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REMTM monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

RECTIFICATION OF PRE-EXISTING CONDITIONS:

Any rectification of pre-existing conveyance violations, attributable to the fault of the previous vendor and identified at the commencement of this Agreement, shall be considered a billable expense to be borne by the Ownership.

EXCLUSIONS

This Agreement does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Agreement does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Agreement does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than twenty (20) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for City unit are priced based upon options and features selected by City and available on the Agreement start date. Additional features and options

released after City Agreement start date may not be available to City or may be made available to City only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Agreement remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. City grant us the right to store or install such service equipment in City building and to electrically connect it to the Units. City will restrict access to the service equipment to authorized Otis personnel. City agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. City will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Agreement or service is terminated for any reason, we will be given access to City premises to remove the service equipment, including the resident software, at our expense. Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Agreement. Otis grants to City the non-exclusive right to use this software only for operation of the units for which the part was provided. City may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. City will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Agreement by the transferee. Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase City satisfaction (“Otis Service Software” or “Service Software”). The Otis Service Software is an Otis trade secret deployed pursuant to City service Agreement to enhance our efficiency and City experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. City agree to keep the Service Software in confidence and proprietary to Otis. City will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Agreement, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which City hereby permit) such Service Software. City retain City rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of City equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on City unit depending upon the audit purpose.

MAINLINE DISCONNECTS

City agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

City agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at City request. City assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, City agree to immediately notify us using the 24- hour OTISLINETM service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, City agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

City agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT (“LOTO”)

In furtherance of OSHA’s directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer’s site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on “Tools & Resources” on the home page, selecting “Lockout Tagout Policy” under the “Safety Information” column and downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” or the then most current version, both of which are in .pdf format. City agree that City will disseminate these procedures throughout City organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at City facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

City agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Agreement to facilitate proper maintenance of the equipment as set forth in this Agreement. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain City property.

SERVICE TOOLS

City are responsible to secure our right to use any special service tools required to maintain City non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

Signature

Contract



**Signature
Service**

ACCOUNT NAME & ADDRESS

City of Canon City
P.O Box 1460, 128 Main St
Canon City, CO 81215-1460

CUSTOMER NAME & CONTACT INFO

Randy Allen
(719) 276-5283
rcallen@canoncity.gov

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$320.00 per month, payable monthly in advance
Duration : five (5) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

511 N MAIN ST, ROOM 608
PUEBLO, CO 81003
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
on the line



Otis Service

2/6/2026

CUSTOMER NAME

City of Canon City
P.O Box 1460, 128 Main St
Canon City, CO 81215-1460

OTIS ELEVATOR COMPANY

511 N MAIN ST, ROOM 608
PUEBLO, CO 81003

PROJECT LOCATION

CANON CITY LIBRARY
512 MACON AVE
CANON CITY, CO 81212

PROPOSAL NUMBER

QTE-002294392

CANON CITY CITY HALL
128 MAIN ST
CANON CITY, CO 81212-3728

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	Hydraulic	OTIS	ONLY ELV	407884, 494829

CONTRACT PRICE

The contract gross price is three hundred twenty dollars (\$320.00) per month, payable monthly in advance. If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

TERM & RENEWAL

The Commencement Date will be 2/16/2026. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, you agree that the Contract Price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

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If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service

required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things

equipment more than twenty (20) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT (“LOTO”)

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on “Tools & Resources” on the home page, selecting “Lockout Tagout Policy” under the “Safety Information” column and downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition

or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought

against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.



SUBMITTED BY: Anna Posta
TITLE: Specialist, Business Development
E-MAIL: anna.posta@otis.com

Accepted in Duplicate

City of Canon City

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Timothy Sprowitz

Title: _____

Title: Director & GM, Denver

Email: _____

Email: Timothy.Sprowitz@otis.com

Company Name: City of Canon City

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____



BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: City of Canon City	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes

No

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If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes

No

--	--

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

**Purchase Order Renewal
Frequency (Check one)**

Monthly

Quarterly

Annual

--	--	--



NON-CONTRACTUAL SERVICES

Yes No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

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If providing a blanket PO, please provide PO# and value:

PO# Value

--	--

WORK ORDER MANAGEMENT

Yes No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Yes No

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

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If yes, please provide site name:



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Lisa M. Studts

DATE: 02/16/2026

RE: Memorandum of Understanding for the Bureau of Land Management Owned Archaeological and Paleontological Collections

SUMMARY: * In 2014 and 2015, the City of Cañon City and the Bureau of Land Management (BLM) executed two separate Memoranda of Understanding (MOUs) designating the Royal Gorge Regional Museum and History Center as an approved federal repository for paleontological and archaeological collections. These agreements authorized the museum to curate, display, and provide public access to federally owned archaeological and paleontological materials collected on public lands within the Royal Gorge region.

In 2021, the City of Cañon City and the BLM combined the two prior agreements into a single MOU, extending the museum's designation as an approved federal repository for an additional five-year term. This agreement is set to expire in April 2026.

The Royal Gorge Regional Museum & History Center continues to meet all federal repository requirements and successfully passed its most recent inspection in August 2025. The attached agreement will allow the Royal Gorge Regional Museum and History Center to serve as an approved federal repository for another five years.

REVIEWED BY LEGAL? ☒ Yes ☐ No

RECOMMENDED ACTION: Authorize the Mayor to sign the agreement between the Bureau of Land Management and the City of Cañon City to extend the federal repository status for the Royal Gorge Regional Museum & History Center.

of attachments 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BUREAU OF LAND MANAGEMENT COLORADO STATE OFFICE
AND
THE CITY OF CAÑON CITY ON BEHALF OF THE ROYAL GORGE REGIONAL
MUSEUM AND HISTORY CENTER**

I. Introduction

This Memorandum of Understanding (MOU) is entered into by and between the United States, Department of the Interior, Bureau of Land Management Colorado State Office (BLM) and the City of Cañon City on behalf of The Royal Gorge Regional Museum and History Center, a City department (the City and the Center are collectively referred herein as the Repository).

II. Purposes

- A. The principal purpose of this MOU is to for the Repository to provide curatorial services for archaeological and paleontological collections obtained from public lands managed by Colorado BLM within Colorado. By entering into this MOU, the BLM and the Repository can work cooperatively to ensure that these collections are maintained at the Repository's public facilities and remain available for future study, display, and appreciation.
- B. To facilitate the curation of archaeological and paleontological materials collected or recovered from public lands in Colorado.
- C. To promote the exchange of records and data associated with archaeological and paleontological collections.
- D. To inspect, catalog, accession, and manage archaeological and paleontological collections recovered from public lands as a result of activities approved by BLM and/or recovered as a result of investigations, prosecutions, and sentencing stipulations related to unauthorized excavation of archaeological and paleontological resources on public lands.
- E. To facilitate the use of archaeological and paleontological collections in a controlled manner for education, scientific study, and public interpretation.
- F. To ensure that the collections and associated records from these locations are properly cataloged and stored in accordance with accepted professional museum standards; that necessary conservation efforts are carried out with the approval of BLM so the long-term conservation of the collections can be reasonably assured; that appropriate data regarding the collections are entered and stored into Repository databases and made available to BLM and authorized users; and to store and maintain collections in appropriate facilities meeting environmental, safety and security conditions specified in 36 CFR Part 79 and Department of the Interior

(DOI) standards and requirements (DOI Museum Property Directive 4 [2012]) to ensure the long-term protection and conservation of the collections.

III. Background

This MOU will benefit BLM, the Repository, descendant communities, and the American public by formalizing the parties' continuing partnership for the care and management of Federally owned museum collections as follows:

- A. The BLM's mission of public land management and stewardship will benefit by allowing important collections to be removed from public lands in order to facilitate land use activities, preservation, conservation, management, and research. The BLM will also benefit from increased understanding of the collections that is generated through the Repository's scientific research and public education efforts.
- B. The Repository will benefit by their museum being recognized as an approved repository for holding Federally administered collections that are within its established Scope of Collections Statement. The Repository will also benefit by being provided opportunities to use Federally administered collections for scientific research and public education efforts in support of its mission.
- C. Descendant communities and the American public will benefit by the assurance that collections from BLM-administered public lands are being curated in a repository that shares BLM's mission to make collections available for the enjoyment and education of current and future generations through exhibitions, publications, research, and educational outreach.

IV. Authorities and Standards

This Memorandum is executed pursuant to the following Federal authorities and standards:

- 1. Federal Land Policy and Management Act of 1976 (P.L. 94-579)
- 2. Antiquities Act of 1906 (P.L. 59-209)
- 3. Historic Sites Act of 1935 (P.L. 74-292)
- 4. Federal Property and Administrative Act of 1949 (40 U.S.C. 483)
- 5. Reservoir Salvage Act of 1960 (P.L. 86-523) as amended by the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291)
- 6. National Historic Preservation Act of 1966, as amended (P.L. 89-665)
- 7. Archaeological Resources Protection Act of 1979 (P.L. 96-95)
- 8. Native American Graves Protection and Repatriation Act of 1990 (P.L. 101-601)

9. Omnibus Public Lands Management Act of 2009: Paleontological Resources Preservation Act (P.L. 111-11)
10. Curation of Federally Owned and Administered Archaeological Collections (36 C.F.R. 79); Department of the Interior Manual 411 DM (Managing Museum Property)
11. DOI Museum Property Directives, specifically Directive 4 (2012) and Directive 17 (2018)
12. BLM's 8270 Manual regarding Paleontological Resource Management; and prevailing applicable professional museum and archival practices and standards.

V. Definitions

Accessioned objects or collections are the subset of collections obtained according to some rational scheme and maintained so they can be preserved, studied, or interpreted for scientific research and public benefit.

Associated records means all documentation generated by the activity of collecting and analyzing artifacts, specimens, or other resources that are designated as BLM collections. These include field notes, field maps, images, and information on the preparation, conservation, study, use, loan, and location of objects.

BLM collections are paleontological and archaeological objects that were collected, excavated, or removed from lands administered by BLM and all their associated records. BLM collections are property of the United States over which BLM has sole jurisdiction.

Curation means managing and preserving a collection according to prevailing applicable professional museum and archival practices, as well as making collections available for exhibit (when conservation allows), scientific study, and public education and interpretation.

Museum property means an assemblage of museum objects collected according to some rational scheme and maintained so they can be preserved, studied, or interpreted for public benefit.

Repository is the City of Cañon City through the Royal Gorge Regional Museum and History Center, its board, administration, employees, contractors, and any other entity or individual over which the museum exercises authority to access BLM collections and associated records (except for museum visitors who are allowed only to observe BLM collections), as well as the museum's successors and assigns.

Working and reference collections (a.k.a. teaching, study, or education collections) mean organic or inorganic specimens or objects maintained by programs for the purpose of education, identification, or ongoing research. They are not intended for permanent long-term preservation, although some specimens may subsequently be designated museum property. Working and reference collections may or may not be maintained to the

standards of museum property and may be consumed or disposed of during the analysis or educational process.

VI. Statement of Understanding

The parties do witness that,

WHEREAS, the long-term care and protection of museum collections for scientific study, public education, and interpretation is a cooperative endeavor between the Repository and the BLM; and

WHEREAS, the BLM is required under Federal law, regulation, and policy to preserve museum collections for future use and maintain documentation regarding the nature of BLM collections and the condition of the Repository's facilities; and

WHEREAS, the Repository has the mandate to obtain, house, and maintain collections that are appropriate to its mission; and

WHEREAS, the parties recognize the Federal government's continued ownership and control over BLM collections; and

WHEREAS, the parties recognize the mutual benefits derived from having collections suitably housed and maintained by the Repository;

NOW THEREFORE, the parties do mutually agree as follows:

VII. Roles and Responsibilities

A. The Repository shall:

1. Provide long-term professional care and management of BLM collections and associated records through an appropriate allocation of personnel, equipment, secure space that is climate-controlled, and safeguards to perform all work necessary in accordance with applicable standards, policies, and authorities of the DOI Division of Museum and Cultural Resources, Interior Museum Program previously identified.
2. Assign an individual(s) who are qualified museum professional(s) to implement this MOU and be the appointed contact(s) to maintain the partnership between the Repository and BLM.
3. Ensure that the person(s) responsible for the curation of BLM collections possess the knowledge, experience, and competence appropriate to the nature and content of collections.
4. Acquire or otherwise maintain continued access to the paleontological and archaeological expertise necessary to curate and assess the condition of the collections.

5. Seek paleontological and archaeological expertise through agreements with other non-Federal or Federal repositories that currently manage Federal paleontological and archaeological collections (such as but not limited to the Denver Museum of Nature and Science, Canyons of the Ancients Visitors Center & Museum) to meet the long-term need for paleontological and archaeological expertise.
6. Specimens will be catalogued as part of the Repository collection, and records will clearly indicate that specimens originate from BLM administered lands, all data will be made available to be entered into the Museum Collections Management System (MCMS) or subsequent DOI approved museum database.
7. Acknowledge the BLM in any exhibit, publication, interpretive panel, or educational program that displays or highlights BLM collections.
8. Implement an access policy that allows BLM and other authorized individuals, institutions, and agencies access to BLM collections for appropriate uses, and review and approve or deny requests for access in accordance with regulation 36 CFR part 79 for the curation of Federally owned and administered archaeological collections and the Repository's written policy regarding such use.
9. Maintain associated records of collections, including information on the preparation, conservation, study, use, loan, and location of museum property in the care of the Repository; and periodically provide the BLM with a list of all BLM collections that includes accession numbers, catalog numbers, collector information, and total (or estimated) object counts.
10. Safeguard access to site, locality, nature or character, and other information regarding BLM collections that may not be disclosed under Federal law, except as provided in Appendix 1 of this MOU.
11. Not approve or perform consumptive analysis or uses on any BLM collections without prior written approval from the BLM, except as provided in Appendix 2 of this MOU.
12. Not approve or perform procedures to reproduce (including molding, casting, or 3D printing) and/or its associated intellectual property without prior written approval from the BLM, except as provided in Appendix 3 of this MOU.
13. Not allow transferring, conveying, loaning, or deaccessioning any BLM collections without prior written approval from the BLM. Provide complete copies of loan documents and any reports or papers resulting from collections use.

14. Not loan any BLM owned museum property for a term of longer than one year and no loans will leave the borders of the United States of America without prior written approval from the BLM.
15. Not mortgage, pledge, assign, transfer, give, sublet, exchange, discard, sell, or part with possession of any BLM collections without prior written approval from the BLM.
16. Not take any action that would cause BLM collections to be encumbered, seized, taken in execution, exchanged, sold, attached, lost, stolen, destroyed, or damaged.
17. Allow the BLM to periodically assess the condition or status of BLM collections and any associated records in order to determine whether the Repository is managing museum property in accordance with applicable professional and Federal standards; or if qualified BLM personnel are not available, perform a self-assessment upon request. The latest assessment will be provided in this MOU as Appendix 4.
18. Provide the BLM with a copy of its most current Scope of Collections Statement for inclusion in Appendix 5.
19. Provide the BLM with copies of standard museum documentation, including collections management plan/policy, access policy, ethics policy, deaccession policy, transfer/disposal policy, house-keeping plan, loan policy, consumptive analysis policy, blank accession receiving form, blank loan forms, and other policy documents that may affect BLM collections for inclusion in Appendix 6.
20. Annually provide the BLM with a report that includes, but is not necessarily limited to, a brief summary of the following information regarding BLM collections: new accessions; any completed full, partial, and random collections inventories; active incoming and outgoing loans; objects in BLM collections that have undergone consumptive uses; objects in BLM collections that have been replicated; distribution of professional reports and publications; changes in the Repository's organization and staff that could affect the implementation of this MOU; and other information that will help BLM to track and manage accessioned BLM collections. The report may be brief and coincide with other annual reporting performed by the Repository. The final contents of the report and the date of delivery by mid-November prior to the December annual meeting.
21. Meet with BLM annually by December 15 to discuss the information contained in the report, this MOU if necessary, and any other topics relevant to the Federally collections.

22. Identify any objects in BLM's collections that the Repository determines do not qualify as accessioned collections and provide recommendations regarding transfer to a working and reference collection or other type of disposition.
23. Inform the BLM within five business days when any object from BLM collections is discovered to be damaged, missing, stolen; or has been the subject of unlawful activity; or if there is reasonable suspicion that a collection was made in violation of Federal law or BLM policy.
24. Inform the BLM if the Repository will be temporarily or permanently closed, has conditions that cause it to not be minimally compliant with BLM standards for the curation of Federally owned collections, may be in financial difficulty, or is otherwise unable to fulfill the terms of this MOU.
25. Assume the costs for transferring BLM owned museum property to another BLM approved repository if the Repository is closed or becomes unable to manage BLM owned museum property in a manner that is minimally compliant with existing BLM standards.
26. Upon written request by the BLM, return any object from BLM collections promptly as directed by BLM, regardless of the reason(s) for the request.

B. The BLM shall:

1. When found to be minimally compliant with BLM standards for the curation of Federally owned museum property, formally recognize the Repository as approved for the care of BLM collections that are within the Repository's stated mission and current Scope of Collections Statement, Appendix 5.
2. Assign a qualified individual as the BLM's representative having full authority with regard to this MOU to maintain the partnership between BLM and the Repository.
3. Allow the Repository to enter into curation agreements with individuals and organizations (including BLM permittees) that deliver BLM owned paleontological or archaeological collections to the Repository and allow the Repository to charge fees for the incoming BLM collections. These fees will be assessed to and collected from the person or organization that is making or delivering the collection, and not the BLM.
4. Allow the Repository to assemble working or reference collections with BLM property that has been transferred to the Repository but will not be accepted as new museum property.
5. Contingent upon available funding or resources, provide the Repository with expertise, funding, equipment, or materials to facilitate the curation of BLM collections as needed.

6. Provide the Repository with available locality, site, or other information that is necessary for research or curation of BLM collections, and authorize the Repository to share that information with other research or curation partners as provided in Appendix 1 of this MOU.
7. Review and approve or deny requests for consumptive uses of BLM collections as provided in Appendix 2.
8. Review and approve or deny requests for permission to replicate BLM collections as provided in Appendix 3 of this MOU.
9. Review and approve or deny requests to loan BLM collections outside of the United States.
10. Review and approve or deny requests for permission to transfer or deaccession BLM collections.
11. Conduct the required NAGPRA compliance on BLM collections including Tribal consultation; final determination of affiliation/non-affiliation of materials; publication of NAGPRA notices; and repatriation to a Federally recognized Tribe, materials determined to be affiliated with that Tribe.
12. Periodically perform an assessment of BLM collections to determine that the Repository is managing museum property in accordance with applicable professional standards and Federal guidelines; or if qualified BLM personnel are not available, authorize the Repository to complete a self-assessment of BLM collections. A copy of the latest assessment is provided in this MOU as Appendix 4.
13. Meet with the Repository annually by December 15 to discuss the information contained in the annual report provided by the Repository, this MOU if necessary, and any other topics relevant to the Federally owned collections. Any changes in policy or procedure may be appended to this MOU based on mutual agreement of the two parties.
14. Investigate any reports of BLM collections that are reported to be damaged, missing, stolen, or the subject of unlawful activity.
15. Immediately notify the Repository of any changes in the ownership status of the BLM collections that could affect the Repository's management of BLM collections.
16. Notify the Repository of any changes in BLM policies that could affect the Repository's management responsibilities of BLM collections.
17. Respond to any inquiry or request from the Repository within 10 business days.

VIII. Representatives

The parties will designate representatives as specified below to ensure coordination during the implementation of this MOU. The parties may change their point of contact at any time by providing a revision of this page the other Party. Any revisions must be added to the official file.

A. Repository Representatives:

1. Archaeological and Paleontological Collections Coordinator(s)
2. Curator

B. BLM Representatives:

1. Colorado Deputy Preservation Officer/ State Archaeologist
2. Colorado Regional Paleontologist
3. Royal Gorge Field Office Archaeologist
4. Royal Gorge Field Office Geologist/ Paleontology Coordinator
5. Colorado Deputy State Director, Resources

IX. Funding

- A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

X. Records

- A. Any records or documents generated because of this MOU shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the parties must be determined by BLM based on applicable laws, including the Freedom of Information Act and the Privacy Act.

XI. Compliance with Applicable Laws and Regulations; Severability Clause

- A. This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

XII. Terms, Amendments, and Termination

A. Terms of MOU:

- 1. This MOU supersedes any previous memoranda and becomes effective upon the date last signed and executed by the duly authorized representative of the parties to this MOU.
- 2. This MOU shall remain in effect for five (5) years from the date of the signing by both parties, or until revised, extended, or terminated in writing prior to the expiration date.
- 3. This MOU may be revised or extended by written consent of both parties, or superseded by issuance of subsequent written Memorandum signed and dated by both parties.

B. Amendments

- 1. The parties may request changes to this MOU, which shall be effective only upon the written agreement of all parties.
- 2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed, and signed by all parties, and will be effective in accordance with the terms and conditions contained herein.
- 3. The BLM may modify Appendices 1-4 and provide new versions of the Appendices to the Repository without causing termination or modification to this MOU.
- 4. The Repository may modify Appendices 4-6 and provide new versions of the Appendices to the BLM without causing termination or modification to this MOU.

C. Termination

- 1. Either party may terminate this MOU for any reason by providing 90 calendar days written notice to the other party.

D. Renewal

1. Discussions on renewal of this MOU will be initiated at least one year prior to its expiration, so that any modification proposed by either party can be addressed and the new MOU can be signed prior to the expiration of the current MOU.

XIII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The parties hereto have executed this MOU on the dates shown below.

 Alan Bittner, Deputy State Director, Resources
 Colorado Bureau of Land Management

 Date

 Lisa Studts, Curator/Archivist
 Royal Gorge Regional Museum and History Center

 Date

 Phil Lund
 Mayor, City of Cañon City

 Date

APPENDIX 1: SAFEGUARDING SITE, LOCALITY, AND OTHER PROTECTED INFORMATION REGARDING BLM COLLECTIONS

In accordance with 36 CFR 79.8(k), this appendix provides a summary of the responsibilities of the Repository to restrict the disclosure of site, locality, and other information regarding BLM collections as required by applicable Federal laws and policies. Relevant Federal mandates regarding the safeguarding of site, locality, and other information include:

Archaeological Resource Protection Act of 1979: Section 9(a) states, “Information concerning the nature and location of any archaeological resource for which the excavation or removal requires a permit or other permission under this Act or under any other provision of Federal law may not be made available to the public.”

National Historic Preservation Act of 1966, as amended: Section 304 states, “The head of a Federal agency or other public official... shall withhold from disclosure to the public, information about the location, character, or ownership of a historic resource if the Secretary and the agency determine that disclosure may:

1. Cause a significant invasion of privacy;
2. Risk harm to the historic resources; or
3. Impede the use of traditional religious site by practitioners.”

Paleontological Resources Preservation Act of 2009: Section 6304 states, “Specific locality data will not be released by the permittee or repository without the written permission of the Secretary,” and Section 6309 states, “Information concerning the nature and specific location of a paleontological resource shall be exempt from disclosure under Section 552 of Title 5, United States Code, and any other law unless the Secretary determines that disclosure would:

1. Further the purposes of this subtitle;
2. Not create risk of harm to or theft or destruction of the resource or the site containing the resource; and
3. Be in accordance with other applicable laws.”

A. Disclosure of Protected Information

The Repository may disclose site, locality, and other protected information (collectively “protected information”) to third parties as provided below without prior approval from BLM Colorado. The sharing of protected information is considered appropriate and in conformance with applicable laws and policies when the party requesting the information (1) requires it for paleontological and archaeological, or similar research and (2) has agreed or is required to maintain confidentiality of the information consistent with Federal law. As provided below, condition (2) may be satisfied by a confidentiality agreement, a separate MOU, a BLM permit, or by an independent legal obligation to prevent the disclosure of protected information. The Repository may provide protected information to any of the following third parties:

1. Other BLM-approved repositories or their staff operating under MOUs with BLM or other instruments issued by BLM that provide the confidentiality of protected information as required by Federal law;
2. Holders of current BLM Cultural Resource Use Permits, BLM Paleontological Resource Use Permits, or other BLM permits that include a stipulation preventing the disclosure of protected information;
3. BLM-authorized contractors and volunteers who are working on behalf of BLM Colorado and who have entered into a confidentiality agreement with BLM Colorado either directly or through the Repository;
4. Students conducting research under the direction of a qualified professional and who have entered into a confidentiality agreement with the BLM either directly or through the Repository;
5. Other Federal agencies subject to the same governing laws as BLM; or
6. State agencies, including but not limited to the Colorado State Historic Preservation Office and the Colorado Geological Survey, so long as the requirements of 43 CFR 7.18 and any other applicable Federal law are met.

The Repository may act as an agent for the BLM in signing a BLM-approved confidentiality agreement so long as the conditions and limitations provided above are satisfied and the Repository sends a copy of the executed confidentiality agreement to BLM Colorado within seven calendar days of its execution. BLM's receipt of the executed confidentiality agreement will be deemed a ratification of the agreement unless the BLM provides notice to the Repository and third party that the agreement is unacceptable.

If the Repository is uncertain that any of the conditions and limitations provided above are not satisfied, the Repository will withhold the protected information and, if the third party still desires the protected information, direct the third party to BLM Colorado for its determination whether the protected information may be released.

APPENDIX 2: THREE-DIMENSIONAL REPLICATION OF BLM COLLECTIONS

This appendix provides a summary of the responsibilities of the Repository in producing three-dimensional replicas of BLM collections. There are many instances where producing three-dimensional replicas of BLM collections will benefit the BLM, the Repository, and the American public, including:

1. Maintaining replicas that may serve as a proxy in case an original object is lost, damaged, or destroyed.
2. Serving as a facsimile for research or educational comparison, allowing the original to remain in the care of a repository.
3. Facilitating education and interpretation by offering durable replicas of museum objects.
4. Distributing and trading replicas with other repositories, museums, and educational institutions.
5. Selling replicas that further either the preservation or education mandates of both the BLM and partner repositories without negatively impacting the original resource.

Generally, when considering a request to replicate BLM collections, the BLM considers several aspects that may affect the final decision on whether to authorize the replication, including:

1. Replication will not be authorized if doing so will violate Federal law or policy.
2. BLM collections, or any portion thereof, that are involved in ongoing law enforcement, civil, or criminal proceedings may be held as evidence, and the BLM will determine if it is appropriate to replicate these objects and specimens on a case-by-case basis in collaboration with Federal investigators.
3. Whether it is appropriate to replicate rare or infamous objects of cultural or historical origins, or objects that carry religious, ethical, or other sensitivity.
4. The credentials and past performance of the person, or persons, producing the replica(s).
5. Whether the replication could endanger the original object by subjecting it to a repeated application of the replication process.
6. Whether an existing replica should be used to develop a second-generation set of replications.
7. The creation of replicas for commercial profit are allowable when it can be demonstrated the replicas would provide the American public with educational benefits regarding public land resources, and that these benefits would outweigh any losses of intellectual property and/or potential damage to the original object.

A. Terms and Conditions for the Replication of all BLM Collections

The Repository will comply with the following terms and conditions in replicating any BLM collections, regardless whether routine (Section B) or non-routine (Section C):

1. The replication process will not alter, damage, or destroy the object.
2. Replication will be used only for curation, research, education, or public outreach, and not solely for commercial purposes.

3. The BLM will be acknowledged whenever the replica is displayed or transferred, and in all resultant reports and publications.
4. If molds and casts are made, a first-generation cast will be provided to BLM Colorado at no cost and the cast will remain with the original object for research purposes.
5. The BLM may request at any time to take possession of any molds and assume sole ownership of the molds, so long as the Repository is compensated for the costs of creating the molds.
6. The BLM may request at any time one or more replicas, so long as the Repository is compensated for the costs of producing the replicas, including crafting missing parts or elements, mounting armatures, exhibit production, or painting.
7. Unless specifically authorized by BLM Colorado, commercial companies hired to create replicas may not retain, sell, or transfer any replicas of BLM collections to any parties besides the Repository and the BLM.
8. The BLM will be acknowledged in the documentation and signage of all replicas of BLM collections.
9. The BLM may impose additional terms and conditions for the replication of certain objects or types of objects as necessary to preserve the integrity of BLM collections or if required by Federal law or policy.
10. Upon request by the Repository, the BLM may grant a variance to these terms and conditions for the replication of certain objects or types of objects on a case-by-case basis, provided that any requested variance is consistent with Federal law and policy.

B. Routine Three-Dimensional Replicas

The Repository may make routine three-dimensional replicas of BLM collections without prior notification to or authorization from BLM Colorado under the following circumstances:

1. The replicas are created in furtherance of the BLM's and the Repository's mutual goals involving basic curation, scientific analysis, and/or educational outreach;
2. Non-invasive techniques are used for the replication;
3. The replication process only involves simple molding and casting of fossils;
4. The replicas are required to document or support the object's preparation and/or conservation needs; and
5. The replicas will not be used for commercial purposes (i.e., to sell or exchange for profit).

The Repository may also make replicas of BLM collections without prior notification to or authorization from the BLM if the BLM has previously authorized the Repository to make replicas of the certain object or class of objects under Section C below.

If the Repository is uncertain whether a proposed replication is routine or non-routine, the Repository will treat the proposal as non-routine and proceed under Section C.

C. Non-Routine Three-Dimensional Replicas

If the Repository wishes to make three-dimensional replicas of BLM collections that do not fall under Section B above, the Repository must receive approval in writing from the BLM prior to the replication being made or commissioned. All requests to reproduce BLM-administered museum property should originate from the Repository on behalf of the person or entity that is proposing to reproduce the object(s). The Repository should provide a recommendation as to the merits of the proposed project. The request should include the following information:

1. Specimens to be reproduced, including catalog numbers;
2. Description of the methods that will be used;
3. Discussion on the risks to the original object(s) and what safeguards will be in place to preserve the original;
4. How making the reproduction will benefit the BLM, the Repository, and the American public;
5. How the potential benefits from the replication outweigh the potential to damage the object;
6. How many reproductions will be made; and
7. How the reproductions will be used and where they will reside.

In addition, it is advisable to have written concurrence from a knowledgeable Repository subject specialist that the proposed procedure is appropriate and follows current protocols for replication.

APPENDIX 3: CONSUMPTIVE USE OF BLM COLLECTIONS

This appendix provides a summary of the responsibilities of the Repository to undertake any action that may result in the consumptive use of BLM collections. Consumptive use, also referred to as consumptive or destructive analysis, of BLM collections may be consistent with BLM's mandate to manage public land resources using scientific principles and expertise. The BLM acknowledges the value of appropriate consumptive use and will consider all legitimate requests of this nature as long as they are not in conflict with Federal law or policy.

Numerous scientific analysis and research methods can be an appropriate use of museum property, including methods that consume, destroy, or alter an object. In general, BLM does not allow uses that would alter, damage, or destroy an object in a museum collection; however, consumptive use may be allowed if necessary for scientific studies or public interpretation, and the potential gain outweighs the potential loss of the object. Consumptive uses should generally be limited to non-unique, non-fragile objects, whose provenience is unknown, a sample of objects drawn from a larger collection of similar objects, or a small portion of a large object taken from the least visible area.

A. Terms and Conditions for All Consumptive Uses

The Repository will comply with the following terms and conditions in undertaking any activity that may result in the consumptive use of BLM collections, regardless whether considered routine (Section B) or non-routine (Section C):

1. The scientific research methodology to be employed that may result in consumptive use is generally accepted within the applicable scientific community and meets all applicable current scientific standards.
2. The extent of consumption will be minimized as much as possible consistent with the scientific research methodology being employed.
3. The consumptive use is necessary for scientific study or public interpretation, and the potential gain in scientific or interpretive information outweighs the potential loss of the object.
4. The BLM will be acknowledged in all resultant reports, publications, and interpretive media, and copies of all resultant reports and publications will be provided to the BLM.
5. Raw data and non-consumed portions of the objects will be retained by the Repository and the object's associated records will be updated to document the nature, extent, and reason for the consumptive use.
6. The BLM may impose additional terms and conditions to the consumptive use of certain objects or types of objects on a case-by-case basis as necessary to preserve the integrity of BLM collections or if required by Federal law or policy.
7. In no event will the consumptive use exceed the scope of the BLM's authorization or result in the violation of Federal law or policy.

B. Routine Consumptive Analysis

The Repository may undertake routine consumptive analyses of objects without prior notification and approval from the BLM under the following conditions:

1. The method of analysis is commonly and widely applied within the applicable scientific community;
2. The consumptive use involves an extremely small amount of an object or matrix surrounding the object (typically less than 250 mg of material);
3. The object that will be consumed is non-unique and non-fragile, its provenience is unknown, and it is drawn from a larger collection of similar objects; and
4. At least one professional curator associated with the Repository who is knowledgeable in the scientific research methodology to be employed certifies in writing placed in the Repository's records that the consumptive use of the object is required for scientific study, and the potential gain in knowledge by employing the methodology clearly outweighs the potential loss of the material consumed. The curator will provide sufficient narrative to accompany the certification for the BLM to understand and evaluate the curator's conclusions.

The following methodologies are considered routine consumptive uses that do not require prior BLM notification and approval so long as the above listed terms and conditions are satisfied:

1. Carbon-14 dating using modern techniques;
2. Stable isotope analysis of bulk fossil material;
3. Laser ablation techniques used on non-enamel portions of fossils;
4. Thin-sectioning of bulk geological samples that are associated with collections;
5. Samples prepared for mass spectrometry, including elemental analysis, rare earth element analysis, radiometric dating, and other studies;
6. Geochemical sampling of fossil matrix;
7. Optically and thermally-stimulated luminescence;
8. Obsidian sourcing;
9. Neutron activation; and
10. Metallography.

C. Non-Routine Consumptive Uses

The Repository will submit in writing to the BLM a request to authorize all non-routine consumptive uses of BLM collections. All such requests will originate from the Repository on behalf of the researcher or research group that is proposing the use. The Repository's written request to the BLM will include the following information:

1. Objects to be sampled, including catalog numbers;
2. Justification for the choice of object(s), as opposed to other objects that could be analyzed;
3. Description of the analysis, research methods to be employed, and the laboratory that would do the work;

4. How the research data will be used;
5. Time frame to complete the analysis;
6. Amount of the object to be consumed;
7. Merits of the research, including a discussion that considers the consequences of not undertaking the consumptive analysis, prepared by a professional curator associated with the Repository who is knowledgeable in the scientific research methodology to be employed;
8. Details of the proposed disposition of data and object remains after the analysis is complete; and
9. (Optional but strongly recommended) concurrence from a third party knowledgeable in the relevant scientific field and in the scientific research method to be employed as to the merits of the research and the appropriateness of the proposed analysis technique.

The BLM may request opinions on the merits of an analysis from outside specialists.

The BLM will consider the following information prior to approving any requests for consumptive use of BLM collections:

1. Consumptive uses will not be authorized if doing so will violate Federal law or policy. BLM's decision whether to approve proposed consumptive uses is discretionary, so BLM may also consider Repository policies, state and local laws, and any other relevant information.
2. BLM collections, or any portion thereof, may be considered to be potential evidence in law enforcement actions or anticipated or pending civil or criminal proceedings. In these situations, BLM Colorado, in conjunction with Federal law enforcement personnel, will determine if it is appropriate to approve the consumptive use. In some cases, consumptive uses may be an integral part of a law enforcement investigation or necessary for a civil or criminal proceeding and will therefore be authorized. In other cases, a court order may either prohibit or require certain conditions of consumptive uses.
3. The BLM may deny a request for the consumptive use of an object if it may result in negative consequences to BLM's ability to carry out its mission. This may include rare or infamous objects of that carry religious, ethical, or political sensitivity.
4. The BLM may deny a request for consumptive use if BLM determines, in its sole discretion, that the credentials and/or past performance of the person or persons who would be undertaking the use are unsatisfactory.
5. The BLM will consider whether the proposed consumptive use is duplicating previous work, in which case BLM would encourage that existing results be shared and consulted, and whether the proposed consumptive use is a legitimate attempt to attain reproducible results.

In the event that the Repository is uncertain whether a particular proposal for consumptive use is routine the Repository will notify the BLM of the proposed consumptive use and explain in writing why it believes the proposed consumptive use should be allowed. The BLM will make the final determination on whether to allow consumptive use and may halt all or any type of previously allowed consumptive uses.

APPENDIX 4: FACILITY CONDITION CHECKLIST

Bureau(s) with Collection(s) in the Facility:			
Unit / Facility Name:	Royal Gorge Regional Museum and History Center	Space(s) Evaluated (see list below)	
		# of exhibit spaces:	1
		# of storage spaces:	2
Acronym:	RGRMHC	# of administrative office spaces:	0
Facility Contact Information			
Name and title:	Lisa Studts, Museum Director		
Street address:	612 Royal Gorge Blvd. Canon City, CO 81212		
Email address:	lmstudts@canoncity.org		
Telephone #:	719-269-9036		
Checklist Completed By		Bureau Checklist Review and Approval	
Name and title:	Natalie Clark, Deputy Preservation Officer	Name, bureau, and title:	Alan Bittner, BLM CO, Deputy State Director, Resources
Organization:	Bureau of Land Management, Colorado	Signature:	
Email:	nfclark@blm.gov	Date approved:	
Date:	12-Aug-25		
AAM Accreditation Date (if applicable):	N/A		
AAM Accreditation Expiration Date (if applicable):	N/A		
Provide AAM General Facility Report (if applicable):			
List of Exhibit, Storage, and Administrative Office Spaces Evaluated:			
Basement storage spaces (2)- main space contains one and a half shelves and two cabinets of BLM collections. A secondary space contains two boxes of recent fossil excavations.			
Exhibit space on second floor (1)			
Location of Checklist Documentation, including photos taken:			
\\blm.doi.net\dfs\co\so\loc\CO930\Co932\8700 Museum Collections\Royal Gorge Regional Museum & History Center\DOI Evaluations\2025			

Summary Scoring Information:

Overall Score:	86.86%
Facility Condition 70% - 100% = Good; 50% - 69% = Fair; 0% - 49% = Poor	Good

Checklist Score: (Total # of points for all relevant sections of checklist) / (Total # of relevant elements × 4) × 100%

	Total Points for All Applicable Elements	Total # of Applicable Elements	Score (%)
Core Plans	15	5	75.00%
Exhibit Space(s)	84	24	87.50%
Storage Space(s)	106	30	88.33%
Administrative Office Space(s)	N/A	N/A	
Total for All Sections	205	59	86.86%

Summary of Estimated Costs:

	Exhibit Space	Storage Space	Administrative Office Space	Total
Estimated Cost to Fix Deficiencies	\$30	\$265	N/A	\$295

Overall comments, including recommendations for improvements:

Overall, the storage spaces are adequate for BLM collections and there are no major deficiencies. The BLM collections in exhibits are well-maintained. Recommendations include the installation of exit signs, adding an environmental monitoring device to the furnace storage room, adding smoke detectors to each storage room, and posting signs about no food or drink in the storage and exhibit spaces. While the cost is not included here, if the RGRMHC expects to acquire more paleontological collections, purchasing another preservation cabinet is recommended.

Scoring: 0=Fully Deficient; 1=Major Deficiency; 2=Moderate Deficiency; 3=Minor Deficiency; 4=No Deficiency

Core Plans and Management Tools	Score	Date Approved (MM/DD/YYYY)
Total Points for Core Plans and Management Tools	15	
Total # of Core Plans and Management Tools Elements	5	
P1. Collection Management Plan	3	9/2/2024
The Collection Management Plan (CMP) documents the unit's strategic requirements in regard to the long-term management, care, and preservation of its museum collections; includes recommendations for correcting any identified deficiencies; and has been reviewed, and updated if necessary, in the last five years.		
Comments: A Collection Management Policy has been established. The policy includes strategies for long-term care, management, and preservation of the collection. The policy does not include recommendations for correcting identified deficiencies. Recommend developing a plan that addresses the needs/deficiencies of the repository and strategies/corrective actions to address the needs/deficiencies over the next five years.		
P2. Emergency Management Plan	3	9/2/2024
The Emergency Management Plan (EMP) identifies all of the local threats (as listed below) and must include the following requirements: 1) risk mitigation, response, and recovery for museum collections appropriate to each threat; 2) risks to the spaces, as identified by a structural fire survey; 3) appropriate staff, training, and drills; and 4) locations of all of the spaces that house collections. The EMP has been reviewed, and updated if necessary, in the last five years.		
List the local threats to museum collections: X Fire, human-caused X Fire, naturally caused X Flooding, human-caused X Flooding, naturally caused N/A Hurricane X Earthquake X Tornado X Severe Windstorm X Crime X Civil Unrest X Other: Utility failure, bomb threat, violent/suspicious person, theft/vandalism, wildfire, hazardous chemicals or biological materials, active shooter		
Comments: The plan identifies all local threats, contains a building plan with spaces named, and identifies chain of command and a communication plan. The plan outlines a damage mitigation and salvage process, building and environment stabilization plan, damage assessment process, records protection, and collections evacuation or relocation plan. There does not seem to be an assessment based on a structural fire survey. The plan recommends regular training and occasional drills, but does not specify when or how those should be conducted. The EMP is reviewed every two years.		

P3. Security Plan	4	9/2/2024
A Security Plan establishes the museum security program. The Security Plan must include procedures for: 1) authorizing access, including key control and opening and closing requirements; 2) recording/tracking object movement; 3) using a combination of staff, mechanical devices, and/or electronic systems that are adequate to the risks; 4) securing exhibits at all times; and 5) staff training. The Security Plan has been reviewed, and updated if necessary, in the last five years.		
Comments: The security plan contains all the required components and is adequate.		
P4. Integrated Pest Management Plan	2	9/2/2024
An Integrated Pest Management (IPM) Plan specifies the procedures to prevent and resolve pest problems in the most efficient and ecologically sound manner without compromising the safety of the collections, visitors, and staff. The IPM Plan must be implemented for all spaces housing museum collections and include procedures for: 1) monitoring and inspecting the objects and spaces; 2) identifying and documenting the presence of pests; 3) discouraging/mitigating pests by habitat modification and good housekeeping; 4) response/treatment; and 5) training. The IPM Plan has been reviewed, and updated if necessary, in the last five years.		
Comments: Suggest changing the IPM monitoring plan to check sticky traps once a month, on set day of the month. The plan could benefit from adding to the prevention section a way to prevent pests from entering the facility through new loans or accessions (e.g. freezing). Other suggested additions to the plan: annual inspection for settlement cracks, holes, faulty gaskets, missing screens, gaps around doors, plumbing fixtures and seals around pipes and conduits, and other potential points of pest entry; statement of prompt repairs; statement of no food or drink (other than water) allowed where collections are stored; pest incident form. Further detail on where traps should be placed would be helpful (i.e. different levels, near doors or vents, along perimeter walls, under furniture, in storage cabinets, a certain distance from artifacts, etc.). The plan states that locations for sticky traps are mapped, but the map does not exist in the museum plan documents. Suggest adding an IPM checklist or log to be used as an appendix.		

P5. Housekeeping Plan	3	9/2/2024
<p>A Housekeeping Plan provides clear direction for minimizing agents of deterioration and maintaining clean spaces and objects. The Housekeeping Plan must include: 1) procedures and schedules for performing housekeeping tasks; 2) proper handling and cleaning methods and techniques; 3) identification and training responsible staff; 4) supplies and equipment to be used; and 5) restrictions on smoking, drinking, and eating in collection storage spaces and rules for these activities in other spaces. The Housekeeping Plan has been reviewed, and updated if necessary, in the last five years.</p> <p>Comments: All required components are present. The staffing section of the plan identifies who has specific duties and responsibilities, but it doesn't identify what those duties and responsibilities are for each person in 1-4. Definitions of bi-weekly and bi-monthly would be helpful, since they can mean either twice weekly/monthly or once every two weeks/months.</p>		
P6. Other Plans and Management Tools		
<p>List any other museum planning and management documents the facility has: The museum has a general museum operational plan which precedes the other policies. The operational plan includes the museum's foundational mission, vision, code of ethics for staff and volunteers, and policies regarding guest services, use of public areas, tours, educational programming, and interaction with the media. The museum also has an internal records management plan.</p>		
TOTAL POINTS for Core Plans and Management Tools	15	
TOTAL # of Core Plans and Management Tools Elements	5	
SCORE (%) for Policy Elements	75.00%	

Scoring: 0=Fully Deficient; 1=Major Deficiency; 2=Moderate Deficiency; 3=Minor Deficiency; 4=No Deficiency		Name of Space:	Real Property ID:
Evaluation Elements for Storage Space		Score	Estimated Cost
Totals for Storage Space		106	\$265
Total # of Storage Space Elements		30	
Environmental Controls			
S1. A qualified museum professional has assessed the space, and has determined the appropriate environmental controls for the objects.		4	
Comments:			
S2. The environment in the space is controlled to protect the predominant collections.		4	
Comments: There is a portable data logger on top of one of the cabinets along the wall in the storage space containing most of the BLM collections. This data logger may have been moved from the furnace room space, so data gathering may not be consistent. The thermostat is not on/displaying anything. There are two windows with blinds closed.			
S3. Appropriate microclimates are used in the space to protect environmentally sensitive objects. (Enter NA if there are no environmentally sensitive objects in the space.)			
Comments: There are no environmentally sensitive DOI objects.			
S4. Temperature and relative humidity: - are monitored in the space on an appropriate schedule and - deficiencies are addressed.		3	\$135
Comments: There is a portable data logger on top of one of the cabinets along the wall in the main storage space, but may have been moved to the space recently. No data logger was observed in the furnace room. The thermostat doesn't seem to be on/displaying. There are two windows with blinds closed. Recommend calibrating the current data logger and finding a more permanent location for it, and adding a logger to the furnace room. A good, affordable option is a HOBO data logger.			

<p>S5. Visible and ultraviolet light:</p> <ul style="list-style-type: none"> - are monitored in the space on an appropriate schedule and - deficiencies are addressed. 	3	
<p>Comments: There are two windows in the space, but both have closed blinds. Overhead lighting is fluorescent. There does not seem to be a light monitor, but the BLM objects are not sensitive to light and are in boxes or cabinets.</p>		
<p>S6. If there are windows in the space, the museum objects are appropriately protected from agents of deterioration. (<u>Enter NA if there are no windows.</u>)</p>	4	
<p>Comments: One shelf containing DOI collections is below a window. The shelf is covered in plastic sheeting.</p>		
<p>S7. Heating, ventilation, air conditioning (HVAC), and humidity control systems and filters are cleaned and maintained on an appropriate schedule and replaced when needed. (<u>Enter NA if there are no environmental control systems.</u>)</p>	4	
<p>Comments: Yes; facilities maintenance visits regularly on a schedule.</p>		
<p>S8. Using integrated pest management principles, pests are:</p> <ul style="list-style-type: none"> - monitored, - identified, and - controlled. 	4	
<p>Comments: A good IPM schedule and checklist exists. Two sticky traps were noted in the main BLM storage space, and one in the second space (furnace room). Sticky traps were last replaced 7/26/25. One trap contained a beetle and a spider.</p>		

<p>S9. Environmental data are:</p> <ul style="list-style-type: none"> - analyzed and - documented and retained. 	4	
<p>Comments: A portable data logger with a USB connection can be transferred to document data. No data logger could be located in the second space (furnace room) with BLM collections. The thermostat doesn't seem to be working/displaying. Data is maintained on a server.</p>		
Emergency Management		
<p>S10. Appropriate measures are taken to mitigate potential risks from local threats.</p>	4	
<p>Comments: The emergency management plan is thorough and contains measures for mitigating potential risks. The storage spaces can be locked.</p>		
<p>S11. Appropriate measures are taken to mitigate risks of water damage to museum objects from broken pipes, backed up drains, or other potential points of water entry.</p>	4	
<p>Comments: All items and cabinets are elevated on pallets, though there are some non-DOI objects and boxes directly on the floor. No items are stored below the lowest shelf. Everything is elevated a minimum of four inches. There are several water alert monitors on the floor, with one directly below the BLM shelves. Shelves susceptible to water entry from the windows are covered in plastic.</p>		
<p>S12. Egress/exit routes are:</p> <ul style="list-style-type: none"> - clearly marked and - unobstructed. 	2	\$30
<p>Comments: The exits from the storage spaces are not marked with exit signs. Exits are unobstructed. Recommend adding exit signs with glow-in-the-dark lettering to each door.</p>		

S13. Staff are regularly trained in risk mitigation and emergency response procedures for museum collections.	4	
Comments: Salvage training is coming up in October; regular staff training occurs.		
Security		
S14. Physical security measures are: - identified by an appropriate specialist and - sufficient to mitigate risks to the objects.	4	
Comments: Storage areas and fossil cabinets are locked. Volunteers only have keys to main spaces. Only staff have access to keys; volunteers check out keys from staff but do not receive all keys. Museum staff must be in the building when volunteers are here.		
S15. Security procedures are performed consistently including: - key control, - access control, and - opening and closing.	4	
Comments: Access by staff is through a city issued card and keypad. The security measures are consistent with other city government buildings. Volunteers and the public only enter through the front doors, and volunteers must coordinate access when the building is closed to the public. Volunteers do not have key access to all locations or cabinets, and keys are checked out by volunteers and not removed from the premises.		
S16. Staff are regularly trained in security procedures.	4	
Comments: Yes, yearly.		

S17. Electronic intrusion detection systems are: - inspected and tested by qualified personnel on an appropriate schedule and - maintained by qualified personnel on an appropriate schedule. (Enter NA if there is no intrusion detection system.)	2	
Comments: Cameras are placed throughout the museum, including outside storage spaces. The electronic detection system is not in use due to the security company not having current city credentials.		
Fire Protection		
S18. Fire detection and suppression equipment and systems are unobstructed and fire extinguishers are accessible.	2	\$100
Comments: There is a fire extinguisher in the hall between the two storage spaces, one in the furnace room storage space, and another down the hall. There is not an sprinkler system or other fire suppression system in the museum. This is partially due to the building's status on the National Register of Historic Places. The historic building itself is built to suppress/limit fire; the walls and floors are a foot thick, with brick and concrete. Doors are kept closed. There is not a smoke detector in either storage space- the closest is in the main hallway. Recommend adding smoke detectors to the storage rooms.		
S19. Fire detection and suppression equipment are: - inspected and tested by qualified personnel on an appropriate schedule and - maintained by qualified personnel on an appropriate schedule.	4	
Comments: Extinguishers were last serviced by a professional in May 2025. There is a fire extinguisher between the two storage spaces.		
S20. All staff are properly trained in fire safety procedures.	4	
Comments: Staff are trained at least yearly.		

Housekeeping and Object Handling		
S21. The space is clean and uncluttered, and housekeeping is performed on a written schedule.	3	
Comments: The space is slightly cluttered and there are several items scattered on top of cabinets. The floor is clear of obstructions and clean. No dust present. Housekeeping is performed on a written schedule.		
S22. Rules against eating, drinking, smoking, and use of live plant materials in the space are enforced.	3	\$0
Comments: Rules are enforced. Did not see any food, liquids (other than water bottles), evidence of smoking, or live plant materials in the storage spaces. No signs are posted about this in the storage spaces- recommend adding signs.		
S23. Staff are trained to properly handle museum objects and perform housekeeping.	4	
Comments: Yes		
S24. Museum-quality mounts, cases, containers, cabinets, racks, and/or shelves are sufficient and appropriate to safely house the objects without crowding, overloading, or movement.	3	
Comments: Objects are stored appropriately within boxes or cabinets. Boxes are loaded with heavier artifacts on bottom and lighter objects on top, stored in stacking trays. Mounts and padding are used appropriately when necessary. Objects are individually labelled and bagged. Items in cabinets are not crowded. It is difficult to access the top drawers in the Fossil #1 cabinet without a step stool or ladder.		

Records Handling and Preservation		
S25. Museum collection management systems': - data are backed up on an appropriate schedule and - backup files are kept offsite in appropriate storage. (Enter NA if only paper records are used.)	4	
Comments: PastPerfect, web edition is used and is backed up in real time off site.		
S26. All museum records are stored appropriately to ensure their preservation against fire, theft, and loss of physical or digital integrity.	2	
Comments: Files are stored in an open-front cabinet in the museum library/archives.		
Storage Space Only		
S28. The space is dedicated to housing museum collections.	4	
Comments: Yes		
S29. The space is organized to ensure safe movement of staff, equipment, and museum objects, and to facilitate access to objects.	4	
Comments: There are wide walkways between storage shelves. As noted, it is difficult to access the top drawers of the Fossil #1 cabinet.		

<p>S30. The size of the space is sufficient to:</p> <ul style="list-style-type: none"> - house current museum collections and - accommodate planned growth. 	3	
<p>Comments: There is room for growth of BLM collections on the shelves. The fossil collection cabinets are nearing space capacity. Depending on anticipated additions to the collections, another cabinet may be needed.</p>		
<p>S31. Procedures are in place to escort and monitor non-curatorial staff who service utility meters and other equipment located in the space. (Enter NA if there are no utility meters or other equipment in the space.)</p>	4	
<p>Comments: Yes- access to the furnace room, where some collections are stored, is controlled. The curator must accompany non-curatorial staff to storage spaces to unlock the door.</p>		
<p>S32. Museum objects are protected from dust, pests, and particulates through the use of air filters, dust covers, bags, boxes, and/or cabinets.</p>	4	
<p>Comments: BLM objects are in boxes or cabinets. Some fossil collections are not in boxes but are not susceptible to dust or pests.</p>		
<p>S33. Hazardous materials are:</p> <ul style="list-style-type: none"> - identified using labels and signage that conform to applicable Federal or local requirements and - stored in an approved cabinet outside of the storage space. 		
<p>Comments: N/A</p>		

<p>S34. Any museum objects that may pose health risks are:</p> <ul style="list-style-type: none"> - identified using labels and signage that conform to applicable Federal or local requirements and - appropriately packaged. <p>(Enter NA if no objects posing health risks are present.)</p>		
<p>Comments: N/A</p>		
<p>S35. Fluid-preserved specimens are housed in a space that is separate from dry specimen collections. (Enter NA if no fluid-preserved specimens are present.)</p>		
<p>Comments: N/A</p>		
<p>TOTALS for Storage Space</p>	<p>106</p>	<p>\$265</p>
<p>TOTAL # of Storage Space Elements</p>	<p>30</p>	
<p>SCORE (%) for Storage Space Elements</p>	<p>88.33%</p>	

Scoring: 0=Fully Deficient; 1=Major Deficiency; 2=Moderate Deficiency; 3=Minor Deficiency; 4=No Deficiency		Name of Space:	Real Property ID:
Evaluation Elements for Exhibit Space		Score	Estimated Cost
Totals for Exhibit Space		84	\$30
Total # of Exhibit Space Elements		24	
Environmental Controls			
E1. A qualified museum professional has assessed the space, and has determined the appropriate environmental controls for the objects.		4	
Comments:			
E2. The environment in the space is controlled to protect the predominant collections.		4	
Comments: The BLM collections on display are fossil specimens and do not require intensive environmental controls. Temperature is controlled and relative humidity is not an issue. The museum switched from evaporative coolers to A/C in 2016.			
E3. Appropriate microclimates are used in the space to protect environmentally sensitive objects. (Enter NA if there are no environmentally sensitive objects in the space.)			
Comments: N/A			
E4. Temperature and relative humidity: - are monitored in the space on an appropriate schedule and - deficiencies are addressed.		4	
Comments: A monitor is in the lobby between the three exhibit spaces. Temperature and relative humidity do not affect the BLM collections present.			

E5. Visible and ultraviolet light: - are monitored in the space on an appropriate schedule and - deficiencies are addressed.	4	
Comments: No permanent monitors are present in the space. Light does not affect the BLM specimens on display.		
E6. If there are windows in the space, the museum objects are appropriately protected from agents of deterioration. (Enter NA if there are no windows.)		
Comments: N/A		
E7. Heating, ventilation, air conditioning (HVAC), and humidity control systems and filters are cleaned and maintained on an appropriate schedule and replaced when needed. (Enter NA if there are no environmental control systems.)	4	
Comments: Yes; facilities maintenance visits regularly on a schedule.		
E8. Using integrated pest management principles, pests are: - monitored, - identified, and - controlled.	4	
Comments: A good IPM schedule and checklist exists. Three sticky traps were observed along the wall. Sticky traps were last replaced 7/26/25. One trap contained insects but I could not access the trap to identify which types as it was within an exhibit.		

E9. Environmental data are: - analyzed and - documented and retained.	4	
Comments: Data is logged and maintained.		
Emergency Management		
E10. Appropriate measures are taken to mitigate potential risks from local threats.	3	
Comments: The emergency management plan is thorough and contains measures for mitigating potential risks. The exhibit spaces can be locked. The electronic security system is disabled due to a lapse in coverage from the provider.		
E11. Appropriate measures are taken to mitigate risks of water damage to museum objects from broken pipes, backed up drains, or other potential points of water entry.		
Comments: N/A- the BLM specimens on display are not susceptible to water damage.		
E12. Egress/exit routes are: - clearly marked and - unobstructed.	1	\$30
Comments: Exits are not obstructed. There are no exit signs that I could see on the third floor. Recommend adding exit signs in the exhibit space and down the hallways.		

E13. Staff are regularly trained in risk mitigation and emergency response procedures for museum collections.	4	
Comments: Yes		
Security		
E14. Physical security measures are: - identified by an appropriate specialist and - sufficient to mitigate risks to the objects.	4	
Comments: Volunteers only have keys to main spaces. Only staff have access to keys; volunteers check out keys from staff but do not receive all keys. Museum staff must be in the building when volunteers are here.		
E15. Security procedures are performed consistently including: - key control, - access control, and - opening and closing.	4	
Comments: Access by staff is through a city issued card and keypad. The security measures are consistent with other city government buildings. Volunteers and the public only enter through the front doors, and volunteers must coordinate access when the building is closed to the public. Volunteers do not have key access to all locations or cabinets, and keys are checked out by volunteers and not removed from the premises.		
E16. Staff are regularly trained in security procedures.	4	
Comments: Yes		

<p>E17. Electronic intrusion detection systems are:</p> <ul style="list-style-type: none"> - inspected and tested by qualified personnel on an appropriate schedule and - maintained by qualified personnel on an appropriate schedule. <p>(Enter NA if there is no intrusion detection system.)</p>	2	
<p>Comments: There is a camera system, but the electronic detection system is not in use due to the security company not having current city credentials.</p>		
<p>Fire Protection</p>		
<p>E18. Fire detection and suppression equipment and systems are unobstructed and fire extinguishers are accessible.</p>	2	
<p>Comments: There is not an sprinkler system or other fire suppression system. This is partially due to the building's status on the National Register of Historic Places. The historic building itself is built to suppress/limit fire; the walls and floors are a foot thick, with brick and concrete. Doors to exhibits can be closed. There is a smoke detector in the lobby space between exhibits. A fire extinguisher is available and was recently serviced.</p>		
<p>E19. Fire detection and suppression equipment are:</p> <ul style="list-style-type: none"> - inspected and tested by qualified personnel on an appropriate schedule and - maintained by qualified personnel on an appropriate schedule. 	4	
<p>Comments: Extinguishers were last serviced by a professional in May 2025.</p>		
<p>E20. All staff are properly trained in fire safety procedures.</p>	4	
<p>Comments: Yes, at least yearly.</p>		

Housekeeping and Object Handling		
E21. The space is clean and uncluttered, and housekeeping is performed on a written schedule.	4	
Comments: Yes, the exhibits are clean, free of dust, and there is plenty of room to navigate the space.		
E22. Rules against eating, drinking, smoking, and use of live plant materials in the space are enforced.	2	\$0
Comments: Unknown; presumably they are enforced, but there are no signs in the exhibit space. One sign about not eating and drinking is at the entrance of the museum. Recommend adding a sign to each exhibit space.		
E23. Staff are trained to properly handle museum objects and perform housekeeping.	4	
Comments: Yes.		
E24. Museum-quality mounts, cases, containers, cabinets, racks, and/or shelves are sufficient and appropriate to safely house the objects without crowding, overloading, or movement.	4	
Comments: Yes, BLM paleontological specimens are properly mounted and protected with physical barriers (railing and/or plexiglass). While visiting, one exhibit was being assembled and did not yet have a case. The exhibit was clearly marked as in progress with "do not touch" signs and post and rope stanchions block the exhibit.		

Records Handling and Preservation		
E25. Museum collection management systems': - data are backed up on an appropriate schedule and - backup files are kept offsite in appropriate storage. (Enter NA if only paper records are used.)	4	
Comments: PastPerfect, web edition, backed up in real time off site.		
E26. All museum records are stored appropriately to ensure their preservation against fire, theft, and loss of physical or digital integrity.	2	
Comments: Files are stored in an open-front cabinet in the museum library/archives.		
Exhibit Space Only		
E27. Museum objects are exhibited for a length of time that is appropriate for the preservation of the objects.	4	
Comments: Yes. The BLM objects are stable fossil specimens.		
TOTALS for Exhibit Space	84	\$30
TOTAL # of Exhibit Space Elements	24	
SCORE (%) for Exhibit Space Elements	87.50%	

APPENDIX 5: COLLECTION MANAGEMENT PLAN

ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER COLLECTIONS MANAGEMENT PLAN

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Collections Management Plan

Purpose: The mission of RGRMHC is to collect, preserve, and interpret the history of our region for future generations. The purpose of the Collections Management Plan is to establish rules, guidelines, and procedures for the acquisition, care, preservation, public access, and deaccessioning of artifacts within the collections of the Royal Gorge Regional Museum & History Center, hereinafter referred to in this document as RGRMHC. The RGRMHC hopes to establish a sustainable balance of utilizing the best preservation methods and instituting innovative ways of making the artifacts more accessible to all patrons. The RGRMHC strives to create a safe and engaging environment for researchers, students, and visitors of all ages and backgrounds to access and learn from the museum's diverse collections.

I. Authority

As a department within the City of the Cañon City, RGRMHC has authority from the home rule Charter to exist "for the free and equal benefit and advantage of all the residents of the City." Under this authority, RGRMHC is responsible for the management and preservation of collections housed in the museum building and in other city owned facilities. Professional museum staff, hired by the city, maintain the collections with assistance provided by trained city employees and volunteers/interns.

Library Museum Board and/or Collections Committee

In helping to determine long range objectives and goals for the museum collections, RGRMHC will seek the guidance and input from the City's Library/Museum Board. The Library/Museum Board serves as an advisory board to advocate on behalf of the museum and to help the museum fulfill its mission.

The Board may establish a Collection Committee comprising of museum staff and volunteers to review the Collection Management Plan and acquisitions and/or deaccessions. The Collections Committee shall include in its deliberations, whenever deemed necessary, the advice of outside professionals with the goal of making well-considered and timely decisions.

The final decision to accession, to acquire without accessioning, or to deaccession items to or from the collections of the museum shall rest with the Curator and/or Museum Director and the Library/Museum Board.

II. Acquisition

- A. *Scope* - RGRMHC collects printed and manuscript materials, maps, photographs, moving pictures, audio tapes, oral histories, paintings, three-dimensional artifacts, and other items that relate to Fremont County and the surrounding areas.
- B. *Guidelines* - Acquisitions to the museum's collections by gift, bequest, loan, or other means shall accord with the following rules:

1. The owner must have clear title and must sign a deed of gift transferring title to RGRMHC. In the case of a bequest, the donor must also have had clear title.
2. A transfer or ownership file containing gift agreements and other proofs of the museum's legal ownership of acquisitions shall be maintained.
3. No acquisition shall be appraised by a staff member, board member, volunteer, or any other person closely associated with the museum (see U.S. Tax Reform Act of 1984 and Internal Revenue Service regulations relating to the act). If donors need an independent appraisal made for their tax purposes, staff members may assist a donor in locating a qualified appraiser.
4. The museum must be capable of housing and caring for the proposed acquisition according to generally accepted professional standards.
5. Proposed acquisitions shall be free of donor-imposed restrictions unless such restrictions are agreed to by the Collections Committee.
6. Acquisitions approved for accessioning shall be promptly accessioned upon receipt and acceptance under a system approved by the Archivist/Curator or Museum Director.
7. Donors and prospective donors, whenever deemed appropriate, should be asked by the Collections Committee whether they would be willing to provide funds for the full or partial cost of accessioning and subsequent maintenance of materials gifted to the Institution. Willingness or unwillingness to provide such funds should usually not be a determining factor in the decision to accept or reject a gift for accessioning.
8. RGRMHC shall comply with all statutes and laws pertaining to the acquisition of collections.

Conditions Governing Gifts/Donations of Artifacts

The owner or agent of the owner with full authority, desiring to transfer full title of all material(s) to the Royal Gorge Regional Museum & History Center (RGRMHC) is considered a gift to the City of Cañon City. They hereby give, assign, and convey finally and completely, and without any limitation or reservation, the property described in the Deed of Gift to RGRMHC and the City of Cañon City its successors and assigns permanently and forever, together with (when applicable) any copyrights therein and the right to copyright the same. (*See Appendix: Deed of Gift*)

1. Donations become the full legal property of the City of Cañon City.
2. It is understood that all gifts are outright and unconditional unless otherwise noted upon this gift agreement by RGRMHC.
3. Any accompanying copyrights and/or literary property rights are conveyed to the City of Cañon City.
4. The materials donated may be photographed or reproduced for research, educational, cataloging, and publicity purposes in the sole discretion of RGRMHC or the City of Cañon City.
5. Restrictions are not encouraged and may be cause for refusal. In no case will restrictions be accepted without a termination date.

6. Any materials described herein that are found to be inappropriate to RGRMHC holdings shall be subject to disposition in keeping with RGRMHC's accepted policies and procedures.
7. RGRMHC or the City of Cañon City will accept no items in violation of national and international regulations.
8. Gifts to RGRMHC and the City of Cañon City may be deductible in accordance with the provisions of federal income tax laws.
9. The donor named in this agreement has not received any goods or services from RGRMHC or the City of Cañon City in return for this gift.
10. RGRMHC does not furnish appraisals. It is the responsibility of the donor to obtain appraisals of the donated materials from a qualified independent appraiser in accordance with IRS regulations.
11. RGRMHC and the City of Cañon City gratefully acknowledge all gifts.
12. Donor will indicate on the front of the Deed of Gift how they would like to be acknowledged.

Conditions Governing Held-in-Trust Collections

The City of Cañon City may enter into a special agreement or have a memorandum of understanding (MOU) with outside agencies or institutions (either Federal or State) for the Royal Gorge Regional Museum & History Center/the City of Cañon City to serve as a repository for collections held-in-trust. These institutions will retain ownership of these collections and the museum will serve as a repository for storing, exhibiting, and making these collections accessible to the public. Signed copies of the MOU or other formal signed agreements between the governing agency and the City of Cañon City will be retained on file at the museum and at the City Clerk's Office.

These collections are subject to the Federal Land Policy and Management Act of 1976; Antiquities Act of 1906; Historic Sites Act of 1935; Federal Property and Administrative Act of 1949; Reservoir Salvage Act of 1960 as amended by the Archaeological and Historic Preservation Act of 1974; National Historic Preservation Act of 1966, as amended; Archaeological Resources Protection Act of 1979; Native American Graves Protection and Repatriation Act of 1990; and the Omnibus Public Lands Management Act of 2009; Paleontological Resources Preservation Act and/or Section 9 of 8 CCR 1504-7 of the Colorado State's Rules and Procedures for curation of collections in approved museums.

All held-in-trust collections must follow the state and/or federal guidelines in terms of issuance of loans and destructive analysis which supersedes the museum's general collections policies.

Deposition of Held-In-Trust Collections

Non-Federal Agencies wishing to deposit any held-in-trust collections must first obtain the appropriate Curation Agreement(s) with the Royal Gorge Regional Museum & History Center and pay the non-refundable administrative fee for processing the agreement(s). The RGRMHC will **NOT** accept any state or federally owned artifacts from an individual or a contracting non-federal agency without a non-expired signed Curation Agreement on file. (*See Appendix: Curation Agreements & Curation Fee Structure*)

Curation Agreements are kept on file with the museum for three (3) years at which point the agency must obtain a new signed Curation Agreement before the museum will accept any deposit. All Curation Agreements are kept by the Museum Director and/or Curator of Collections & Exhibits.

The non-federal agency must pay all curation fees that may apply before RGRMHC accepts the deposit of artifacts collected by the permitted non-federal agency. The curation fees applied will depend on the size and scope of the collection as well as any processing fees that may be required for cataloging onto the museum's database. These fees are subject to change as availability of storage space for these collections within the museum becomes limited.

The non-federal agency must follow all submission guidelines for federal or state owned archaeological/paleontological collections and submit all required documentation records, including a signed Official Receipt for Deposit. (*See Appendix: Submission Guidelines for State-Owned Collections and Procedures for Processing "Held-In-Trust" Collections and Official Receipt for Deposit*)

Care and Preservation

The City of Cañon City and the Royal Gorge Regional Museum realize their obligation to protect its collections, which are held in the public trust. Therefore, the museum shall act to the best of its ability, according to the following guidelines:

- A. A stable environment for items in storage or on display shall be maintained by protecting them from excessive light, heat, humidity, insects, and dust. The environmental needs of different materials shall be considered.
- B. All materials shall be protected against theft, fire, and other disasters by a security system and by a written disaster response plan.
- C. When necessary, paper materials shall be copied on microfilm, photocopied on acid-free paper, or otherwise made redundant and stored in a separate location. Also, multiple copies of digital files shall exist to prevent loss of those assets.
- D. When deemed necessary, the conservation of materials shall be undertaken with the advice of a trained conservator.
- E. Records shall be kept using appropriate forms for documentation (i.e., deed of gift, accession forms, relevant correspondence, conservation reports, and deaccession records)
- F. Inventories and location records shall be kept up to date to facilitate public access and to prevent loss.

- G. The museum shall comply with all statutes and laws pertaining to the care and preservation of collections.

III. Collections Access and Use Policy

The Royal Gorge Regional Museum and History Center (*RGRMHC*) is a public trust dedicated to the increase and the dissemination of knowledge. The Museum and History Center is devoted to providing impartial services to all registered researchers and inquirers, and access to the museum's holdings to the fullest extent possible, consistent with personal privacy and institutional proprietary rights.

While the majority of institutional records and collections in the museum are open to research without restrictions, in some cases sensitive materials are restricted through agreement between the museum and transferring organizations or donors. The museum does not accept restrictions without careful examination of their impact on the overall purposes of the museum and a careful weighing of the relative values of private rights and public knowledge.

Access to restricted records requires explicit permission of the transferring organization or its successor. Similarly, privately donated materials may carry restrictions imposed by the deed as a condition of donation, and require the permission of the donor or donor's agent. The museum does not itself waive such restrictions, nor will it act as an advocate for any researcher seeking such waivers. The application process and contacting the donor or transferring organization is the responsibility of the researcher.

The museum must be given written notice granting an individual access to specific restricted materials before such materials will be available for review.

Access to the museum's collection is only during normal open hours or by appointment and is subject to restrictions imposed by limitations of facilities and availability of staff. After hours, access to the collections must be arranged with the Curator or Museum Director, who will be directly responsible for the security of all collections during the time of access.

Contact the RGRMHC Curator/ Archivist or Museum Director to request an appointment for access and use of a specifically restricted collection. Contact should be made well in advance of the visit. A letter on institutional letterhead requesting access, with a statement of purpose, a resume, and a list of objects to be examined may be required. Students may need to provide the signature of a faculty advisor or professor.

All researchers must register in the Reading Room upon arrival. No food or drink (except water) is allowed in the Reading Room, exhibit galleries, or collection storage areas.

Researchers may only enter the collections storage areas at the discretion of the Curator or Museum Director and must be accompanied by a staff member. A staff member must always monitor any researcher while in the collection storage areas.

Only staff members may retrieve or re-file collection objects. Staff may limit the number of objects/files retrieved at any one time. All record searches on the museum collections database are performed by museum staff.

All persons using the collections are expected to adhere to procedures necessary to protect and conserve the materials in the collections. Researchers must use utmost care in handling objects, and adhere to any special handling procedures required by the museum or procedures necessary for the safety of the object. Access may be denied if rules or instructions are violated.

Access to a specific collection does not imply consent to access other museum collections.

Archival materials and museum reference files may not be checked out to any researcher, volunteer, or intern merely for their convenience. Similarly, although the museum maintains a small library of printed works for ready reference in the Reading Room, these items are not available for check out. They must remain available in the Reading Room for the use of all patrons and museum staff who require access to them daily.

Photocopies, photographic print copies and custom photographic forms for personal and commercial use are available from the Museum following the museum's fee schedule.

Photographing, scanning, casting, or copying materials by any method is only permitted with the consent of the Museum Director. Such copies, or derivatives thereof, may not be transferred to another individual or institution, or reduplicated without the permission of the Museum Director. All molds fabricated for casting purposes must be deposited at the Museum. Reproduction in no way transfers the Museum's copyrights or permission to publish or display. (*See Appendix: Notice Copyright Restrictions, License Agreement, and Fee Schedule*)

Publications or reports that include data derived from use of the RGRMHC's collection must acknowledge the museum. Authors/Researchers are obligated to submit a copy of the resulting research to the museum upon publication.

Freedom of Information Act Requests: The Museum does not directly respond to requests received under the Freedom of Information Act. All Freedom of Information Act requests are forwarded to the City Attorney of Cañon City. Researchers or patrons wishing to share their personal contact information with the public (for genealogy purposes only) must provide written permission authorizing that release of information to the public. (*See Appendix: Patron Registration Form*)

Materials Sampling and Destructive Analysis Procedures

Materials sampling or destructive analysis of any museum artifact, object or specimen requires a special circumstance. Requests for samples are evaluated because such uses inherently lead to reduced quality of the original specimen.

1. Accessioned materials in any form are prohibited from destructive analysis or sampling.
2. Researchers must request permission for destructive analysis or sampling of materials or specimens by submitting a detailed written proposal to the Museum Director and/or Curator of Collections.
3. Graduate students must include a companion letter from a faculty advisor with the proposal.
4. The Curator Collections or Museum Director will evaluate such proposals according to scientific value, the researcher's experience, the type of sample requested, and the type of specimen or artifact required. (The Curator or Museum Director will consult other experts in the field for reference in evaluating the request).
5. As a rule, destructive analysis will not be permitted if the artifact, object, or specimen will lose its overall original integrity or intent.
6. If materials sampling or destructive analysis is granted, the researcher must supply the museum with proof that necessary permits for possessing, transporting, and working with the particular materials have been obtained.
7. Materials loaned (granted) remain the property of RGRMHC and cannot be shared with or transferred to other individuals or institutions without written approval from the Curator or Museum Director.
8. Destructive use and sampling of objects in the collections will be fully documented by the RGRMHC curatorial staff.
9. Materials loaned (granted) from the Museum for destructive analysis are subject to certain provisions in the RGRMHC Outgoing Loan Policy.

IV. Loans

Outgoing Loans

The Royal Gorge Regional Museum and History Center (RGRMHC) exists to preserve artifacts and archival materials reflecting the museum's mission. Loans of any original artifact, photograph, or archival material endangers its condition. Therefore, loans of museum artifacts are rare and carefully managed to ensure the protection of the materials. Proper documentation will be signed and filed for all incoming and outgoing loans.

1. Artifacts may be loaned to responsible institutions for exhibition, research, possible reproduction, and/or conservation. The institution must have a current written Collections Management Policy with an Incoming and Outgoing Loan Clause. They must be able to provide that policy if asked.

2. Personal records may be loaned to the person who created the collection and/or donated it to the museum.
3. Records of professional/fraternal organizations may be loaned to the organization or to those authorized by the organization. In each case, however, a readable copy or replica is preferred to the loan of an original item. The main concern is for the survival of the original and its continued availability for all users.

Any artifacts loaned shall remain in the condition in which they are received. They shall not be cleaned, repaired, retouched, or altered in any way, nor shall they be subjected to technical examination of any type except with the written permission of the Royal Gorge Regional Museum & History Center.

Damages, whether in transit or on the Borrower's premises and regardless of who may be responsible thereof, are to be reported to the RGRMHC immediately. No action will be taken without the RGRMHC's written permission.

Packing and transporting of loaned artifacts shall be arranged by the Borrower through firms acceptable to the RGRMHC. The costs and all other expenses shall be the Borrower's unless otherwise agreed to in writing.

The borrowing institution shall insure the loaned artifact(s) under a wall-to-wall fine arts policy for full value in accordance with the schedule in this agreement. In the event of a total loss of any or all loaned objects, the Borrower shall reimburse the RGRMHC for full value. In the event of partial loss to any or all objects, the Borrowing institution will pay for necessary repairs, restorations, replacements, and labor. The loaned items, from the time of departure from the RGRMHC until they are returned, inspected, and accepted by the RGRMHC, are at the Borrower's risk for all hazards.

The Borrower may not reproduce items in any media for sale. The Borrower may photographically reproduce items loaned for education, catalog, and publicity purposes only. Painting and drawings shall not be removed from their frames. The credit line should read –

Courtesy of the Royal Gorge Regional Museum & History Center; Cañon City, Colorado

Loans made to institutions by the RGRMHC for periods of six or more months are subject to the condition that should the RGRMHC desire to recall any item for its own purposes, it may do so on thirty (30) day notice to the Borrower. The RGRMHC, if requested, will exert its best efforts to substitute for an item so recalled another similar item at its own expense.

Objects loaned shall not be transferred or loaned to a third party without advance written approval from the RGRMHC. (*See Appendix: Outgoing Loan Form*)

In-coming Loans

Care and Preservation

The Royal Gorge Regional Museum & History Center (RGRMHC) will give material(s) loaned the same care as it does comparable property of its own. It is understood by the Lender and the RGRMHC that all tangible materials are subject to gradual inherent deterioration for which neither party is responsible. (*See Appendix: Incoming Loan Agreement Form*)

Evidence of damages at the time of receipt or while in the RGRMHC's custody will be reported immediately to the Lender.

No restoration or repair will be undertaken without the written authorization of the Lender.

The Lender certifies that the materials lent are in such condition as to withstand ordinary strains of packing and transportation.

Transportation and Packing

1. Customs regulations will be adhered to in international shipments.
2. The Lender will assure that said materials are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Materials will be returned packed in the same or similar materials received unless otherwise authorized by the Lender.

Insurance

If noted on the front of this loan agreement, the RGRMHC will insure the materials under the RGRMHC's insurance policy for the amount specified by the Lender on the front of this loan agreement against those risks of physical loss or damage from external causes, as set forth in the policy, while in transit and on location during the period of this loan if such amount, in the opinion of the RGRMHC, reflects the fair market value of the material; provided however, that if the material shall have been industrially fabricated and can be replaced to the artist's specifications, the amount of such insurance shall be limited to the cost of replacement. If no insurance amount is specified by the Lender on the front of this loan agreement, then the RGRMHC may insure the material at the RGRMHC's estimated valuation, the Lender understanding and agreeing that such valuation is not an appraisal of the material by the RGRMHC and is not to be construed or referred to as such. Notice is hereby given to the Lender that the RGRMHC's insurance policy contains the usual exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin and inherent vice, and for damage sustained due to and resulting from any repairing, restoration, or any retouching process unless caused by fire and/or explosion, and any acts of God. The Lender understands that the Lender may review the coverage provided by the policy upon request and the Lender agrees that the Lender is free to provide such other insurance as the Lender may deem necessary. The Lender agrees and covenants that, in the event of loss or damage to any item loaned under this agreement, Lender's recovery shall be limited to the amount, if any, which is paid by the insurer under the RGRMHC policy. The Lender hereby releases the RGRMHC from liability from any and all claims arising out of any loss or damage to an item loaned under this agreement. In the event of any loss or damage,

the Lender agrees to cooperate fully with the RGRMHC and its insurance carrier, including providing substantiation of the amount of any loss or damage.

If the Lender chooses to maintain his or her own insurance, then, prior to shipment of the material, the Lender promises to supply the RGRMHC with a certificate of insurance naming the RGRMHC as an additional insured, or waiving subrogation against the RGRMHC. If the Lender does not supply the insurance certificate, then this loan agreement shall constitute a release of the RGRMHC from any and all liability in connection with the material. The RGRMHC shall not have any responsibility for any errors or deficiencies of information furnished to the Lender's insurer or for lapses in coverage. Failure of the Lender to maintain Lender's insurance policies in effect shall constitute an absolute release or waiver of all rights of the Lender to maintain any action at law or equity against the RGRMHC for the loss or damage to any item loaned under this loan agreement.

In the case of long-term loans, defined for purposes herein as loans for a period of one year, it is the Lender's responsibility to update insurance valuations.

Return of Loan

1. The material shall remain in the possession of the RGRMHC for which it has been loaned for the time specified on the Loan Agreement Form.
2. The RGRMHC's right to return the material shall accrue absolutely at the termination of the loan.
3. If any or all materials described in this loan agreement are offered as a gift and accepted by the RGRMHC, the RGRMHC's Deed of Gift will be sent for the Donor's signature, at which time this loan agreement becomes null and void.
4. If any or all materials described in this loan agreement are accepted for purchase by the RGRMHC, this loan agreement shall be void as to such materials, upon completion of the sale.

Credit and Publicity

Unless otherwise specified, the Lender will be acknowledged as indicated on the front of this form.

Reproductions

Unless otherwise notified in writing, the materials lent may be photographed or reproduced by the RGRMHC for educational, catalog, and publicity purposes.

Loan for Duplication

The Royal Gorge Regional Museum and History Center (RGRMHC) may request a loan for duplication to make a single copy or multiple reproductions of any or all portions of a donor's collection for any purposes which promote the educational and research objectives of RGRMHC. If an institution or lending party completes a Loan for Duplication Agreement, the museum is responsible for creating the reproduction of the original materials. The reproductions therefore become the full legal property of the RGRMHC and the disposition of these reproductions is solely the prerogative of the museum. Any copyrights such as the owner may possess in this property are hereby conveyed to RGRMHC. Additional conditions may apply but must be clearly noted and agreed upon by both RGRMHC and the Lender or Authorized Agent. (*See Appendix: Loan for Duplication Form*)

V. Deaccession

No accessioned object or collection shall be removed from the museum's auspices except in conformity with the following rules (*See Appendix: Deaccession Form*):

1. A deaccession recommendation shall be prepared by staff members and approved by Museum Staff. Whenever deemed necessary, professional advice shall be sought before an item is deaccessioned. Final decision to deaccession items shall rest with the Museum Director and the Library/Museum Board and/or Collections Committee.
2. The decision to deaccession should be cautious and deliberate and follow generally accepted professional standards. One of the following criteria must be met:
 - a. The material is not relevant to the mission of RGRMHC.
 - b. The material has failed to retain its identity, or has been lost or stolen and is not recovered.
 - c. The material duplicates other material in the collection of the museum and is not necessary for research or educational purposes.
 - d. RGRMHC is unable to conserve the property in a responsible manner.
3. No donated material shall be deaccessioned for three years after the date of its acquisition (see U.S. Tax Reform Act of 1984 and Internal Revenue Service regulations relating to the act).
4. A complete record of deaccessions shall be kept in the Accession File. A copy of this record shall be retained permanently in the museum's internal records.
5. Proceeds derived from the deaccessioning of any property from the collection of the Institution shall be placed in the Museum Donations fund to be used only for the acquisition, preservation, protection, or care of collections. In no event shall proceeds be used for operating expenses or for any purpose other than acquisition, preservation, protection, or care of collections.
6. Disposal may be by exchange, donation, or public sale with scholarly or cultural organizations as the preferred recipients.
7. Deaccessioned materials shall not be privately sold, given, or otherwise transferred to the Institution's staff, volunteers, or board members.
8. The Institution shall comply with all statutes and laws pertaining to the deaccession of collections.
9. Written request for the deaccession of museum artifact(s) may only be submitted to the RGRMHC by the signed donor or authorized agent(s) of the organization or estate. Proof of legal ownership of said artifact(s) will be requested by RGRMHC. Fulfillment of the request will be determined on a case-by-case basis.

VI. SCHEDULE OF REVIEW

The Collection Management Plan and corresponding policies, plans, procedures, and Supporting Documents must be considered living documents. It is important that all staff are aware of the Plan and familiar with their roles in it, and that regular training and occasional drills take place. The Collection Management Plan will be reviewed every **two years** or more frequently if changes are required due to modifications in scope of collection priorities and updated according to the Calendar of Review.

APPROVED:	_____	_____
	Signature of Authorized Officer	DD / MM / YY
REVIEWED:	_____	_____
	(By Responsible Individual or Committee)	DD / MM / YY
REVISED:	_____	_____
	(By Responsible Individual or Committee)	DD / MM / YY
NEXT SCHEDULED REVIEW:	_____	
	MM / YY	

Appendix

Collections Management Plan



Royal Gorge Regional Museum & History Center

612 Royal Gorge Boulevard
P.O. Box 1460
Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

DEED OF GIFT

DATE: _____

ACCESSION NUMBER(S): _____

DONOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

EMAIL: _____

CONTACT PERSON: _____

THE MATERIAL(S) HAS (HAVE) BEEN RECEIVED BY THE ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER (RGRMHC) AND THE CITY OF CAÑON CITY AS A GIFT, AND THE OWNER OR AGENT OF THE OWNER WITH FULL AUTHORITY, DESIRING TO ABSOLUTELY TRANSFER FULL TITLE TO THE MATERIALS BY SIGNING BELOW, HEREBY GIVES, ASSIGNS, AND CONVEYS, AND WITHOUT ANY LIMITATION OR RESERVATION, THE PROPERTY DESCRIBED BELOW TO RGRMHC AND THE CITY OF CAÑON CITY AND ITS SUCCESSORS AND ASSIGNS TO RGRMHC AND THE CITY OF CAÑON CITY, TOGETHER WITH (WHEN APPLICABLE) ANY COPYRIGHTS THEREIN AND THE RIGHT TO COPYRIGHT THE SAME. PLEASE SEE THE REVERSE FOR CONDITIONS GOVERNING

DESCRIPTION OF MATERIAL(S): _____

RESTRICTIONS OR EXCEPTIONS: _____

CREDIT LINE: _____

DONOR SIGNATURE: X _____

DATE: _____

PRINTED NAME: _____

RGRMHC REPRESENTATIVE: _____

DATE: _____

CONDITIONS GOVERNING GIFTS

- Donations become the personal property of the City of Cañon City.
- It is understood that all gifts are outright and unconditional unless otherwise noted upon this gift agreement by RGRMHC.
- Any accompanying copyrights and/or literary property rights are conveyed to the City of Cañon City.
- The materials donated may be photographed or reproduced for research, educational, catalog, publicity purposes or any purpose in the sole discretion of RGRMHC or the City.
- Restrictions are not encouraged and may be cause for refusal. In no case will restrictions be accepted without a termination date.
- Any materials described herein that are found to be inappropriate to RGRMHC's mission shall be subject to deaccession in keeping with RGRMHC's policies and procedures.
- RGRMHC or the City of Cañon City does not accept items in violation of federal and international law or regulations.
- The donor named in this agreement has not received any goods or services from RGRMHC or the City of Cañon City in return for this gift.
- RGRMHC does not furnish appraisals. It is the responsibility of the donor to obtain appraisals of the donated materials.
- RGRMHC and the City of Cañon City gratefully acknowledge your gift.
- Please indicate on the front of the form how you would like to be acknowledged.



**Royal Gorge Regional
Museum & History Center**

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Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

COLLECTIONS CURATION AGREEMENT *(Revised 10/05/2021)*

I, (print name) _____

on behalf of _____

(hereinafter referred to as "Firm"), agree to deliver archaeological materials which are collected by the Firm on Bureau of Land Management (BLM) administrated property within the Royal Gorge Region of the State Colorado and in accordance with the current Submission Guidelines for Archaeological Collections. All collections transferred to the Royal Gorge Regional Museum & History Center will be billed according to the most current curation rate fee within 30 days of collection transfer.

I have read and understand the **Guidelines** found on the History Colorado website at:

https://www.historycolorado.org/sites/default/files/media/document/2022/1636_7.pdf

and agree to comply with its terms when delivering materials for curation.

Entered into this _____ (day) of _____ (month) of _____ (year). Either party may request to terminate this agreement if any changes are needed and a new agreement is required.

For the Firm:

For the Royal Gorge Regional
Museum & History Center:

Signature:

Signature:

Title: _____

Title: _____

Royal Gorge Regional Museum & History Center Use Only: This agreement extends for (3) year(s) from the date the permit is signed.



**Royal Gorge Regional
Museum & History Center**

P.O. Box #1460
612 Royal Gorge Boulevard
Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

COLLECTIONS CURATION AGREEMENT *(Revised 12/10/2021)*

I, (print name) _____ on
behalf of _____

(hereinafter referred to as "Firm"), agree to deliver archaeological materials which are collected by the Firm on State administrated land and any political subdivision of State lands (i.e. County, City, local district, easements, rights-of-way) within the Royal Gorge Region and in accordance with the current Submission Guidelines for Archaeological Collections. All collections transferred to the Royal Gorge Regional Museum & History Center will be billed according to the most current curation rate fee within 30 days of collection transfer.

I have read and understand the **Guidelines** found on the History Colorado website at:
https://www.historycolorado.org/sites/default/files/media/document/2022/1636_7.pdf
and agree to comply with its terms when delivering materials for curation.

Entered into this _____ (day) of _____ (month) of _____ (year). Either party may request to terminate this agreement if any changes are needed and a new agreement is required.

For the Firm:

Signature:

Title: _____

For the Royal Gorge Regional
Museum & History Center:

Signature:

Title: _____

Royal Gorge Regional Museum & History Center Use Only: This agreement extends for (3) year(s) from the date the permit is signed.



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Website: museum.canoncity.org

COLLECTIONS CURATION AGREEMENT *(Revised 10/22/2019)*

I, (print name) _____

on behalf of _____

(hereinafter referred to as "Firm"), agree to deliver paleontological materials which are collected by the Firm on Bureau of Land Management (BLM) administrated property within the Royal Gorge Region of the State Colorado and in accordance with the current Submission Guidelines for Archaeological Collections. All collections transferred to the Royal Gorge Regional Museum & History Center will be billed according to the most current curation rate fee within 30 days of collection transfer.

I have read and understand the **Guidelines** found on the History Colorado website at: <http://www.historycolorado.org/oahp/laws-permits> and agree to comply with its terms when delivering materials for curation.

Entered into this _____ (day) of _____ (month) of _____ (year). Either party may request to terminate this agreement if any changes are needed and a new agreement is required.

For the Firm:

For the Royal Gorge Regional
Museum & History Center:

Signature:

Signature:

Title: _____

Title: _____

Royal Gorge Regional Museum & History Center Use Only: This agreement extends for (3) year(s) from the date the permit is signed.



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COLLECTIONS CURATION AGREEMENT *(Revised 12/10/2020)*

I, (print name) _____

on behalf of _____

(hereinafter referred to as "Firm"), agree to deliver paleontological materials which are collected by the Firm on State administrated land and any political subdivision of State lands (i.e. County, City, local districts, easements, right-of-ways) within the Royal Gorge Region and in accordance with the current Submission Guidelines for Archaeological Collections. All collections transferred to the Royal Gorge Regional Museum & History Center will be billed according to the most current curation rate fee within 30 days of collection transfer.

I have read and understand the **Guidelines** found on the History Colorado website at:

https://www.historycolorado.org/sites/default/files/media/document/2022/1636_7.pdf and agree to comply with its terms when delivering materials for curation.

Entered into this _____ (day) of _____ (month) of _____ (year). Either party may request to terminate this agreement if any changes are needed and a new agreement is required.

For the Firm:

Signature:

Title: _____

For the Royal Gorge Regional
Museum & History Center:

Signature:

Title: _____

Royal Gorge Regional Museum & History Center Use Only: This agreement extends for (3) year(s) from the date the permit is signed.



Archaeology Curation Fees and Fee Structure

Archaeology Curation Fees for One-Time Deposit – Non-Federal Agencies

Adopted June 10, 2022

Curation Fees

Administrative Fee:	\$50.00
Storage of Artifacts per Archival Box (15" x 12" x 10"):	\$500.00
Storage of Artifacts per ½ Archival Box (15" x 6" x 10"):	\$250.00
Storage of 1 artifact or small collection up to a ¼ Archival Box (5 ½" x 6 ¾" x 4 ¾"):	\$125.00 (flat rate)
Storage of Documents per linear foot:	\$100.00
Additional Processing Fees:	\$30.00/ hour if applicable
Processing Fee for Oversized Item(s)	Varying (TBD)

Fee Descriptions

Administrative Fees:

This is a non-refundable initial set up fee for the Curation Agreement and will be applied toward the curation fee or storage fee if items will be curated.

Curation Fees/Storage Fees:

The fees listed above are one-time fees to store the artifacts in perpetuity.

Additional Processing Fees:

These fees may be added to the curation fee for the collection if the collection was inadequately packaged, processed, or documented.

Explanation of Costs

The *Non-Federal Agency* pays curation costs *in perpetuity*. Therefore, the following fee structure was developed to cover curation costs to be paid by the *Non-Federal Agency* to the RGRMHC on one-time basis. The *Non-Federal Agency* will package cultural material and documentation according to History Colorado standards prior to deposit.

Oversized Item(s)

These fees may be applied to the curation fee for any artifact or artifacts that do not fit in a standard archival storage box. The price will vary depending on the size and the materials required to properly store the artifact.

Fee Payment

All fees must be paid within 30 days of invoice. Please make checks payable to "Royal Gorge Regional Museum" and submit to the following address:

Royal Gorge Regional Museum & History Center
P.O. Box #1460
Cañon City, CO 81215

Procedures for Processing Federal or State “Held-In-Trust” or Special Collections

(Revised 4/26/2018)

The Royal Gorge Regional Museum & History Center is a designated federal and state repository, which means the museum holds in trust specimens or artifacts recovered from Federal or State of Colorado county, city, town, district or other political subdivision land. Different Federal or State of Colorado agencies can legally claim title to all artifacts and specimens recovered on their property. Signed copies of a Memorandum of Understanding (MOU) or another formal signed agreement between the governing agency and the City of Cañon City/Royal Gorge Regional Museum & History Center will be retained on file at the Museum and/or at the Office of the City Clerk when applicable.

Agencies likely to have specimens deposited in the museum include:

Bureau of Land Management (BLM)

United States Forestry Service (USFS)

Colorado Department of Transportation (CO)

The museum will follow History Colorado Office of the State Archaeologist (OSAC) Guidelines for accepting archaeological and/or paleontological specimens collected on state or federal lands.

The Royal Gorge Regional Museum & History Center will NOT accept any state or federal specimen(s) from an individual and/or contracting agency without a signed Curation Agreement on file.

Accession Number

The accession number assigned to the specimen or artifact will begin with the federal or state agency’s initials where the specimen(s) or artifact(s) were recovered. (i.e. BLM, USFS, or CO).

The organization’s initials will be followed by the year of deposit into our repository (e.g. BLM-2014). All incoming deposits recovered from a particular agency within the same year will get that accession number.

Object Identification Number

FOR PALEONTOLOGICAL SPECIMENS

For all incoming paleontological specimens the object identification number for the special “held-in-trust” collections is the accession identification (e.g. BLM-2015) followed by the number assigned to the permitted collector depositing the specimen(s) or artifact(s) (e.g. CO-2016.001)

Each artifact or specimen deposited by this permitted collector will have a sequential number added at the end of the identification number based on the number of specimens or artifacts the permitted collector deposit in the repository that year (e.g. CO-2016.001.001 – CO-2016.001.016 for 16 artifacts deposited).

Any field number or tracking number assigned to the specimen by the collector will be listed in the catalog record under other number (e.g. TCM-008)

NOTE: The only exception to this numbering process was the federal fossils transferred to the museum from the former Garden Park Paleontology Society (GPPS) in 2014 (See Accession File: BLM-2014). RGRMHC added BLM-2014 to the GPPS tracking/object number to correlate with the GPPS catalog records.

FOR ARCHAEOLOGICAL ARTIFACTS

For all incoming archaeological artifacts the object identification number for the special “held-in-trust” collections will be the accession number of the federal or state agency (e.g. CO-2017) followed by the site trinomial number and the catalog number or field specimen number provided by the permitted collector. (e.g. BLM-2015.5BL7358.1)

LABELING OF SPECIMENS OR ARTIFACTS

All incoming “held-in-trust” artifacts or specimens will be physically labeled with the appropriate object identification number using the guidelines set by History Colorado’s Office of Archaeology and Historic Preservation and using only acid-free materials when appropriate. Batch cataloging and labeling will be used for artifacts or specimens that were received as such by the permitted collecting firm or individual. The container will be labeled with the appropriate object identification number when the specimen or artifact is too small for labeling.

DOCUMENTATION RECORDS REQUIRED FOR ALL SPECIAL COLLECTIONS

For each incoming Federal or State “Held-In-Trust” deposit, the following documentation is required and stored in the Accession Files at the beginning of year of deposit:

- Current Curation Agreement with RGRMC (See: Administration Files)
- A copy of current State or Federal Permit
- A signed copy of the Official Receipt for Deposit
- Deed of Gift/ Formal Letter of Transfer or Memoranda of Understanding
- Held In Trust Collection Inventory Form
- Photographic Records (i.e. slides, negatives, prints, or digital images)
- Field Notes of Permittee or Collector
- Other Agreements with Collector or Agency (if applicable)

The Royal Gorge Regional Museum & History Center follows the organizational and container storage standards of the History Colorado’s (Office of Archaeology and Historic Preservation) Submission Guidelines for State-Owned Archaeological Collections for all special “held-in-trust” collections.

Submission Guidelines for State-Owned Archaeological Collections

(Revised January 23, 2018)

These guidelines are offered by the Office of the State Archaeologist (OSAC) to strengthen the statewide curation network. They list standard best practices for collections submitted to Colorado repositories under the authority of a State permit for archaeological work. Please be aware that individual State repositories may have more stringent requirements that will supersede those listed below.

Organization and Container Storage Standards

All archaeological collections submitted must reference the official State of Colorado Smithsonian Trinomial Site Number. It is also assumed—with rare exceptions—that material collections to be housed have already been analyzed, and therefore artifact cleaning, conservation, and inventorying have been completed. While specific guidelines are formulated by each repository, at a minimum each State permit holder should ensure the following common best practices.

1. Material collections must be accompanied by all documenting records (held-in-trust collection inventory form or substitute inventory “catalog”, a copy of the official receipt for deposit form, field notes, site forms, photos, maps, reports, formal letter of transfer/ownership or deeds of gift, and other contracts preferably printed on acid-free archival paper). An explanation of the indexing method used to organize the boxed materials should also be provided. In addition to the secure hardcopies, documentation in digital format may also be submitted to the repository if they have the means to store these data, as well as an established policy for secure data archiving and migration. If the facility lacks these means then these digital data can be submitted to our office as part of the annual permit report.
2. All materials should be cleaned and preserved using appropriate reversible, nondestructive techniques. Documentation should include a record of any applied techniques performed on any artifact. Justification and repository approval should be provided for retaining any soil matrix adhering to any artifact for future analysis.
3. Specimens needing ongoing conservation should be separated and documented. Exceptional specimens should be noted. If ongoing conservation needs are anticipated, a plan should be drafted to address their long term conservation requirements.
4. All specimens or collections should be labeled or bar-coded individually in accordance with the cataloguing, and labeling systems of the repository. Since the State holds title interest in the items being deposited, approved museums and repositories should not assign permanent accession designations to the collection or individual items as these collections are considered to be held-in-trust by the museums and repositories for the benefit of the State of Colorado. Our office should be consulted to determine labeling standards if the repository has not adopted formal standards for cataloguing and labeling.
5. Typically specimens should be individually labeled (with a reversible base coat and indelible stamp, india ink, bar-coded, etc.) with a site designation and field provenience. If specimens are too small to be numbered individually and/or for large groups of similar specimens are from the same provenience, then they may be put together in labeled, appropriately sized acid-free containers.
6. Acid-free fabric or acid-free paper tags should be appropriately affixed to perishable or fragile specimens that are not to be directly marked upon.

7. All artifact bagging should be done with archival quality plastic, rather than paper bags in accordance with the packaging system of the repository.
8. All boxed containers housing bagged materials should be stable and sturdy, in acid-free boxes and should fit the size/shape requirements of the collection and the repository. In our experience storage boxes are typically no larger than one cubic foot, but there will necessarily be exceptions.
9. Larger containers, such as acid-free storage boxes, should be labeled with permanent markers/ india ink or appropriately affixed printed labels on their exterior surfaces. Labels in or on containers should provide the following information: site designation, project name and date, provenience data, analytical group, and number of specimens.
10. Following any artifact study, analytical categories (flaked lithic materials, groundstone, etc.) should be maintained but not disassembled from field provenience organization for housing the collection. For instance obsidian samples removed for specialized sourcing must be returned to their field provenience bag after the analysis has been completed.
11. A held-in-trust collection inventory list should accompany each collection. This inventory or “catalog” must accurately reflect the quantity of the material and the analysis and packaging order. Analytical group designations on inventories should correspond to those used in the final report and on packaging labels. This list should also be made available in an electronic format (such as a standard MS Excel spreadsheet) that is provided to both the repository and OSAC as part of an issued State Permit’s annual and final reporting requirements. Artifact/specimen quantities for annual and final reports should corroborate. Please refer to our office’s official receipt for deposit form and its attached inventory sheet example for minimum reporting categories.
12. The quantity of bulk samples (e.g., matrix, soil, burned rock) to be curated should be discussed with the repository prior to any acceptance. A determination must be reached by both the donor and the repository with regard to their acceptance. The determination of acceptance should give comprehensive consideration to the potential of specimens for future research and to the limited space for housing in most repositories.

Statement of Transfer/Ownership Requirement

Each collection of artifacts to be deposited at a state-approved repository should be accompanied by a signed statement of ownership by the collector or a signed Deed of Gift from the private landowner. The signed and dated statement must indicate the owner’s name, legal address and contact information. The owner may be a State governmental agency (e.g., Colorado Parks & Wildlife), a political subdivision (City, County, local, district), a private landowner, or corporate or business entity. Note that private landowners or entities must negotiate directly with each repository for curation agreements unless either through contract or assignment an archaeological consultant assumes the role of legal agent for the private owner.

Copies of any and all artifact contracts, memoranda of agreement (MOAs), memoranda of understanding (MOUs), or other agreements, between an archaeological consultant and the contracting agency or private landowner must accompany the materials delivered for curation. Copied records should be reproduced on acid-free paper. Photographic records (i.e., slides, negatives, prints) should be enclosed in acid-free polyethylene holders or sleeves. All records must be placed in a logical order and especially large collections should be individually indexed.

(These guidelines will be subject to review by OSAC at least every five years)

NOTICE
*WARNING CONCERNING
COPYRIGHT RESTRICTIONS*

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specific conditions is that the photocopy or reproduction is not to be “used for any purpose other than private study, scholarship, or research.” If a user makes a request for, or later uses a photocopy or reproduction for purposes in excess of “fair use,” that user may be liable for copyright infringement.

This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.



**Royal Gorge Regional
Museum & History Center**

P.O. Box 1460
612 Royal Gorge Boulevard
Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

LICENSE AGREEMENT

Request for Reproductions and Applications for Permission to Publish/Exhibit

Name of applicant: _____

Organization or Agency (if applicable): _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Intended Use of Material

_____ The materials are for personal research and will not be copied, reproduced or publicly displayed.

_____ The materials will be reproduced. (Attach a description of the project, if available.)

Author/Director: _____

Title or description of use: _____

Publisher: _____

Projected date of publication: _____

Format: ☐ Book ☐ Magazine ☐ Film/Video program ☐ Advertisement ☐ CD-ROM/multimedia
☐ School project/paper ☐ Website ☐ Other: _____

Estimated size of edition (number of copies/ size of market): _____

BE SURE TO SIGN THIS AGREEMENT ON PAGE 4.

*Permission Is Granted for **One-Time Non-Exclusive** Use of the Following Materials:*

Accession No. | Title or Description | Size (dpi) | Format Needed (JPEG, TIFF, PDF)

Conditions of Use:

1. All requests to reproduce images or materials from the Royal Gorge Regional Museum & History Center's (RGRMHC) holdings must be submitted on this application. The applicant agrees to abide by all terms, conditions and provisions of this agreement.
 Permission for reproduction is granted only when this application is countersigned by a representative of RGRMHC.
 Permission for reproduction is limited to the applicant and is non-transferable.
 Permission for reproduction is granted only for the expressed purpose in this application. This permission is non-exclusive. RGRMHC reserves the right to reproduce the images or materials and to allow others to reproduce the images or materials.
 Any subsequent use (including subsequent editions, paperback editions, foreign language editions etc.) constitutes reuse and must be applied for in writing to RGRMHC. Any change in use from that stated on the application (e.g., increased size of edition, change in market) requires permission of RGRMHC. An additional fee may be charged for reuse or change in use.
 In the event the applicant engages in unauthorized reproduction of the materials, the applicant agrees to pay RGRMHC a sum equal to three times the normal commercial use fee, not as a penalty but as liquidated damages agreed upon due to the difficulty in assessing actual damages incurred. RGRMHC may in the event of unauthorized reproductions require surrender of all materials containing such unauthorized reproductions, and the applicant agrees that such materials shall be immediately surrendered upon receipt of request from RGRMHC.
 RGRMHC reserves the right to refuse reproduction of its images or materials if it feels fulfillment of that order would be in violation of copyright, lay or other law. RGRMHC reserves the right to refuse reproduction of its images or materials and to impose such conditions as it may deem advisable in its sole and absolute discretion to be in the best interests of RGRMHC.
2. RGRMHC reserves the right to refuse any order for reproductions, which it feels might damage the original. The decision to allow reproduction of RGRMHC's holdings rests solely with the archivist for the material. RGRMHC will not accept orders for original photographs.
3. In addition to the permission of RGRMHC, additional permissions may be required. Those permissions may include, but are not limited to:
Copyright: In cases of works by living artists and/or subject to the 1976 Copyright Law or the 1991 Visual Artists Rights Act, written permission must be secured by the applicant from the artists, his/her agent, or the copyright owner and provided to RGRMHC before a photograph of the artwork will be released.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, archives and libraries are authorized to furnish a photocopy or reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement. This institution reserves the right to refuse a copyright order if, in its judgment, fulfillment of the order would involve violation of copyright law.

Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR§46 ("Protection of Human Subjects"). RGRMHC reserves the right to require a release from individuals whose privacy may be violated by the publication of this image or printed material. RGRMHC extends the rights of privacy to include ceremonial objects and rites of Native Americans and requires the permission of the tribe's cultural office before releasing reproductions. RGRMHC requires the permission of a tribe's cultural office if images or printed materials of that tribe will be used in a religious context.

Owner of Original: In instances where RGRMHC holds only a reproduction, the written permission of the owner of the original is required. It is the responsibility of the applicant to obtain permission to publish reproductions from the owner of copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legates, or literary executors).

RGRMHC will aid the applicant in contacting pertinent individuals by providing addresses, when available. However, RGRMHC does not warrant the accuracy of that information and shall not be responsible for any inaccurate information.

In instances where the individual or organization who may grant permission cannot be contacted, RGRMHC may consider granting permission for reproduction based on the applicant's written evidence of a good faith effort to obtain contact with the appropriate individual. However, RGRMHC assumes no responsibility for infraction of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproduction of any image or printed material. In all instances the applicant agrees to hold RGRMHC and its agents harmless against any and all claims arising or resulting from the use of this image or printed material and shall indemnify RGRMHC and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

4. All reproductions must include the name of RGRMHC in a caption or credit. RGRMHC may also require that the artist, title of the work, dimensions, or catalog number appear in the caption or credit as well. Suggested citation: *Photo Courtesy of the RGRMHC; Cañon City, CO* or *Royal Gorge Regional Museum & History Center; Cañon City, CO*

Credits should appear in close proximity to the image or printed material or in a special section devoted to credits. However, reproductions distributed electronically must contain the credit or caption as part of the image or material.

Payment of a commercial use fee does not exempt the user from the credit line requirement. Failure to include a credit line or electronic watermark, or inaccurate captions or credits shall require the applicant to pay \$100 per image or material as liquidated damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.

5. FOR RENTAL PURPOSES ONLY, except as noted below, all reproductions provided by RGRMHC remain the property of RGRMHC and must be returned upon completion of the projects. Any separations, lithos, files containing electronic copies, or other intermediary images used in production of the final product authorized by this agreement shall be returned to RGRMHC upon completion.

In addition to the rental fee, a charge equal to the replacement costs will be assessed for any materials not returned within ten (10) weeks or in damaged condition.

Applicants may be granted permission to retain reproductions or other imagery supplied by RGRMHC for personal or educational use, if such permission is granted (see Section 9 of this form). Reproductions may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application. Copies shall not be deposited in another library, archive, or repository without the permission of RGRMHC.

6. Unless approved in advance by RGRMHC, each image or printed material must be reproduced, unaltered and in its entirety; an image must not be cropped, overprinted, printed on color stock, or bleed off the page.

RGRMHC reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication with the right to revise if necessary. RGRMHC reserves the right to refuse any request and to impose such conditions as it may deem advisable in the best interests of RGRMHC.

If permission is granted to distribute an electronic copy of an image or printed material, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640 x 480 pixels).

7. Prepayment of all fees, including use fees, is required before permission is granted. Default in payment shall immediately revoke permission.
If the size of edition or number of editions exceeds the terms specified in this application, the applicant agrees to pay a use fee equal to twice the originally quoted use fee.
8. The applicant agrees to send RGRMHC one copy, best edition, of the work containing the reproduction at no charge. All expenses for shipping and handling are to be borne by the applicant.
9. Additional conditions or exceptions to the above requirements:

Endorsements:

By signing this application, I accept personally and on behalf of any organization I represent the conditions set forth above:

Signed: _____

Dated: _____

When signed by an authorized agent of RGRMHC, this form constitutes permission for reproduction as outlined in this application:

Signed: _____

Dated: _____



Fee Schedule for Research & Media Services *(Revised 11/2018)*

Research Fees (1 hour minimum, includes up to 10 copies): \$20.00 per hour

Paper Copies (photocopies, reader/printer, computer printouts):

8 ½ x 11 (standard page – black & white)	\$0.25 per page
8 ½ x 11 (color)	\$0.50 per page
8 ½ x 14 (black & white)	\$0.50 per page
8 ½ x 14 (color)	\$0.75 per page
11 x 17 (black & white)	\$0.75 per page
11 x 17 (color)	\$1.00 per page

Digital Images: \$10.00 (up to 300 dpi/TIFF) per image \$20.00 (600+ dpi/TIFF) per image

Additional Scanning Fee: \$ 10.00 per image (if staff has to scan the photo/negative)

Digital Media (CD, DVD, etc.): \$2.00 each

License & Use Fees:

Assessed *per image, per edition, per use* (for items not in public domain) in addition to processing fees unless otherwise agreed in writing.

Commercial/Office displays \$25.00

Books and similar printed items:

Under 5,000 copies	\$15.00
5,001 and over	\$30.00

Internet/Websites \$100.00

Television and Film: \$100.00

Video, Compact Discs: \$50.00

Advertising/Marketing \$100.00

Non-Profit Organization \$5.00

Local News Media \$10.00

Rush Fee, if applicable: 100% of total order

Conditions for Media Services:

- Fees are subject to change at any time.
- Fees may be waived, university presses engaged in noncommercial publication, or Colorado newspaper articles upon receipt of proof of proper credit.
- All reproductions are at the discretion of the Royal Gorge Regional Museum & History Center.
- **A minimum of one-week search time is necessary to fill an order. While every effort is made to complete orders promptly, we reserve the right to charge a rush fee if requested to provide materials in less than two weeks.**

NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: (____) _____

STAFF USE ONLY: ☐ In Person ☐ Mail

Date: _____ ☐ Telephone ☐ Email

RULES FOR USAGE:

1. Use pencils only
2. We reserve the right to inspect notepads, folders, bags, prior to your departure
3. Use gloves at staff's request

Research Subjects:

Summary of Information Found:

I hereby authorize the Royal Gorge Regional Museum & History Center to make available to the public the information contained on or attached to this form. Yes ☐ No ☐

SIGNATURE: X _____ DATE: _____

Staff Research Fee: \$20.00 per hour (no research fee if you do it yourself.)

STAFF USE ONLY:

Research by: _____ Copies _____ @ 25¢ each: = \$ _____

Donation \$ _____ Total Charges: _____

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specific conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.



OUTGOING LOAN AGREEMENT
(Updated 12/10/2020)

Date: _____ Loan Number: _____

Borrower: _____ Loan Purpose: _____

Address: _____ Loan Dates: From: _____ To: _____

City/State/Zip: _____ Telephone: _____

Contact: _____ Email: _____

The Borrower agrees, subject to the conditions printed on the reverse, handle the object(s) described below from the Royal Gorge Regional Museum & History Center for the purpose of _____.

Description of Material(s), Condition, and Value:

RESPONSIBLE PARTY	Transportation		Packing		Insurance	
	In	Out	In	Out	Transit	In-House

RGRMHC _____

Borrower _____

Terms of Outgoing Loan Agreement

- 1) It is understood that the objects in this loan will remain in the condition received and will not be repaired, restored, cleaned, or altered in any way without the written permission of the ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER. The condition is understood to be as stated on the form.
- 2) All damage to the objects at any point in this loan from the out date until the returned date will be reported to the ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER immediately.
- 3) The objects may not be lent to a third party without the advance written approval of the ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER.

- 4) The objects may not be reproduced in any media for resale. The objects may be photographed only with the permission of the ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER. The borrower agrees that the photographs taken of this loan will be used for educational, catalog, and publicity purposes only. Paintings and drawing shall not be removed from their frames. The credit line for catalog or publicity should read:

Courtesy of the ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER; Cañon City,
Colorado

- 5) The borrower is responsible for packing, transportation, insurance, and all other factors of transporting the loan, unless otherwise stated. The borrower is responsible for returning the loan at the time stated on this Loan Agreement Form.
- 6) The ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER may require proof of insurance and may wish to have its name on the policy, and may wish to receive a copy of the insurance policy.
- 7) The borrower agrees to use the loan only for the purpose(s) stated on the Loan Agreement Form.

Borrower hereby acknowledges receipt of the object(s) listed above. The undersigned assumes full responsibility for the object(s) subject to the conditions printed above until their return to the ROYAL GORGE REGIONAL MUSEUM & HISTORY CENTER.

Agreement Signatures:

Borrower

Date

Printed Name and Title

Institution or Repository Name

Royal Gorge Regional Museum & History Center

Date

Loan Release: The Borrower hereby releases the Royal Gorge Regional Museum & History Center from all liability or obligation for the above material subject to any special conditions listed below. The Lender (RGRMHC) has received the object(s) listed on the face of this receipt in good condition.

Lender or Authorized Agent

Date



**Royal Gorge Regional
Museum & History Center**

612 Royal Gorge Boulevard
P.O. Box 1460
Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

LOAN AGREEMENT

DATE: _____

LOAN NUMBER(S): _____

LENDER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

CONTACT PERSON: _____

LOAN DATES:

FROM: _____ TO: _____

**THE LENDER AGREES, SUBJECT TO THE
CONDITIONS PRINTED ON THE REVERSE, TO
LEND THE MATERIAL(S) DESCRIBED BELOW TO
THE ROYAL GORGE REGIONAL MUSEUM &
HISTORY CENTER FOR THE PURPOSE OF:**

DESCRIPTION OF MATERIAL(S), CONDITION, AND VALUE: _____

CREDIT LINE: _____

Responsible Party	In	Transportation Out	In	Packing Out	Transit	Insurance In-House
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History Center

Lender

AGREEMENT SIGNATURES:

Royal Gorge Regional Museum & History Center Date

Lender or Authorized Agent Date

LOAN RELEASE: The Lender hereby releases the Royal Gorge Regional Museum & History Center from all liability or obligation for the above material subject to any special conditions on the reverse side. The Lender has received the objects listed on the face of this receipt in good condition.

Lender or Authorized Agent Date

CONDITIONS GOVERNING LOANS

Care and Preservation

1. The Royal Gorge Regional Museum & History Center (RGRM&HC) will give to material(s) loaned the same care as it does comparable property of its own. It is understood by Lender and the RGRM&HC that all tangible materials are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damages at the time of receipt or while in the RGRM&HC's custody will be reported immediately to the Lender.
3. No restoration or repair will be undertaken without the written authorization of the Lender.
4. The Lender certifies that the materials lent are in such condition as to withstand ordinary strains of packing and transportation.

Transportation and Packing

1. Customs regulations will be adhered to in international shipments.
2. The Lender will assure that said materials are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Materials will be returned packed in the same or similar materials received unless otherwise authorized by the Lender.

Insurance

1. If noted on the front of this loan agreement, the RGRM&HC will insure the materials under the RGRM&HC's insurance policy for the amount specified by the Lender on the front of this loan agreement against those risks of physical loss or damage from external causes, as set forth in the policy, while in transit and on location during the period of this loan if such amount, in the opinion of the RGRM&HC, reflects the fair market value of the material; provided however, that if the material shall have been industrially fabricated and can be replaced to the artist's specifications, the amount of such insurance shall be limited to the cost of replacement. If no insurance amount is specified by the Lender on the front of this loan agreement, then the RGRM&HC may insure the material at the RGRM&HC's estimated valuation, the Lender understanding and agreeing that such valuation is not an appraisal of the material by the RGRM&HC and is not to be construed or referred to as such. Notice is hereby given to the Lender that the RGRM&HC's insurance policy contains the usual exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin and inherent vice, and for damage sustained due to and resulting from any repairing, restoration, or any retouching process unless caused by fire and/or explosion, and any acts of God. The Lender understands that the Lender may review the coverage provided by the policy upon request and the Lender agrees that the Lender is free to provide

such other insurance as the Lender may deem necessary. The Lender agrees and covenants that, in the event of loss or damage to any item loaned under this agreement, Lender's recovery shall be limited to the amount, if any, which is paid by the insurer under the RGRM&HC policy. The Lender hereby releases the RGRM&HC from liability from any and all claims arising out of any loss or damage to an item loaned under this agreement. In the event of any loss or damage, the Lender agrees to cooperate fully with the RGRM&HC and its insurance carrier, including providing substantiation of the amount of any loss or damage.

2. If the Lender chooses to maintain his or her own insurance, then, prior to shipment of the material, the Lender promises to supply the RGRM&HC with a certificate of insurance naming the RGRM&HC as an additional insured, or waiving subrogation against the RGRM&HC. If the Lender does not supply the insurance certificate, then this loan agreement shall constitute a release of the RGRM&HC from any and all liability in connection with the material. The RGRM&HC shall not have any responsibility for any errors or deficiencies of information furnished to the Lender's insurer or for lapses in coverage. Failure of the Lender to maintain Lender's insurance policies in effect shall constitute an absolute release or waiver of all rights of the Lender to maintain any action at law or equity against the RGRM&HC for the loss or damage to any item loaned under this loan agreement.
3. In the case of long-term loans, defined for purposes herein as loans for a period of one year, it is the Lender's responsibility to update insurance valuations.

Return of Loan

1. The material shall remain in the possession of the RGRM&HC for which it has been loaned for the time specified on the reverse.
2. The RGRM&HC's right to return the material shall accrue absolutely at the termination of the loan.
3. If any or all of the materials described in this loan agreement are offered as a gift and accepted by the RGRM&HC, the RGRM&HC's Deed of Gift will be sent for the Donor's signature, at which time this loan agreement becomes null and void.
4. If any or all of the materials described in this loan agreement are accepted for purchase by the RGRM&HC, this loan agreement shall be void as to such materials, upon completion of the sale.

Credit and Publicity

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**Royal Gorge Regional
Museum & History Center**

612 Royal Gorge Boulevard
P.O. Box 1460
Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

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ACCESSION NUMBER(S): _____ COLLECTION NAME: _____

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NAME	DATE	NAME	DATE
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NAME	DATE	NAME	DATE
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NAME	DATE	NAME	DATE
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RECEIVED BY:

NAME	DATE
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TITLE	ORGANIZATION
-------	--------------



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612 Royal Gorge Boulevard
P.O. Box 1460
Cañon City, CO 81215-1460

Phone: (719) 269-9036
Email: historycenter@canoncity.org
Website: museum.canoncity.org

LOAN AGREEMENT FOR DUPLICATION

DATE: _____

ACCESSION NUMBER(S): _____

LENDER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

LOAN DATES: FROM _____ TO _____

DESCRIPTION AND CONDITION OF MATERIAL(S): _____

THE LENDER AGREES, SUBJECT TO THE
"CONDITIONS OF LOAN" BELOW, TO
LEND THE MATERIAL(S) DESCRIBED
BELOW TO THE ROYAL GORGE
REGIONAL MUSEUM & HISTORY CENTER
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RGRMHC REPRESENTATIVE

DATE

LENDER OR AUTHORIZED AGENT

DATE



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council
FROM: Ryan Stevens, City Administrator
PREPARED BY: Leo A. Evans
DATE: 02/16/2026
RE: Traffic Control Schedule - Update #062

SUMMARY: * Staff is requesting council approval of an updated traffic control schedule, which will represent the sixty-second (62) update of the schedule since it's inception.

This update proposes to add a No Parking area on South Street in the vicinity of the driveway to Harrison School located approximately 550 FT east of Field Avenue, roughly as shown in the attached map.

Staff has been working with the staff of both Mountain View Core Knowledge and Fremont County RE-1 to address a safety concern in the area. The concern is that a number of students from MVCK attend various events and activities at Harrison School. Because of the layout and operation of the schools the students are crossing the street at the driveway to Harrison School which is an unmarked crosswalk. The location was reviewed and meets the warrants to install a mid-block crosswalk as it is far enough away from the existing crosswalk at Field Avenue and has sufficient number of users.

Establishment of the No-Parking zone in this area will aide in the safety of crossing students in this area and is not expected to have substantial impact on any other operations in the area.

REVIEWED BY ☐ Yes ☒ No
LEGAL?

RECOMMENDED ACTION: Approve Update #62 to the Traffic Control Schedule

of attachments 3



CITY OF CAÑON CITY

Engineering Department

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • Fax: (719) 269-9017

TO: Ryan Stevens, City Administrator
John Schick, Interim Police Chief
Cindy Foster Owens, City Clerk
Hoffmann, Parker, Wilson & Carberry, P.C., City Attorney
Tricia McCarthy, City Prosecuting Attorney
Larry Allen, Municipal Judge

FROM: Leo Evans, DPW Director

DATE: February 16th, 2026

RE: Model Traffic Code (MTC)
Changes to Schedule VIII

Attached are the revised Model Traffic Code Schedules with revisions to Schedules VIII.

Changes are:

- Schedule VIII
 - Page 3 – Added #44 – South Street; Both sides, from 75 FT east of the centerline of the driveway to Harrison School to 75 FT west of the centerline of the driveway to Harrison school.

Please replace your current copy.

Please contact me if there are any questions or concerns.

Thank you

MODEL TRAFFIC CODE

MUNICIPAL CODE SECTION 10.04.180.E.

TRAFFIC CONTROL SCHEDULES FOR DESIGNATED STREETS

INDEX

SCHEDULE I	◆THROUGH STREETS
SCHEDULE II AND III COMBINED	◆DECREASED AND INCREASED SPEED LIMITS
SCHEDULE IV	◆MINIMUM SPEED
SCHEDULE V	◆ONE WAY STREETS AND ALLEYS
SCHEDULE VI	◆NONMOTORIZED TRAFFIC AND MOTOR-DRIVE CYCLES EXCLUDED
SCHEDULE VII	◆STOPPING, STANDING OR PARKING DURING CERTAIN HOURS ON CERTAIN STREETS PROHIBITED
SCHEDULE VIII	◆PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS
SCHEDULE VIII-A	◆PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS TO GENERAL PUBLIC
SCHEDULE IX	◆PARKING TIME LIMITED ON CERTAIN STREETS, 3HR
SCHEDULE IX-A	◆PARKING TIME LIMITED ON CERTAIN STREETS, 15 MINUTES
SCHEDULE X	◆PARKING METER ZONES
SCHEDULE XI	◆RIGHT TURN ON STEADY RED SIGNAL PROHIBITED
SCHEDULE XII	◆LEFT TURN ON STEADY RED SIGNAL PROHIBITED
SCHEDULE XIII	◆WEIGHT LIMITATIONS UPON VEHICLES USING CERTAIN STREETS
SCHEDULE XIV	◆WEIGHT LIMITATIONS UPON VEHICLES USING CERTAIN STRUCTURES
SCHEDULE XV	◆TRAFFIC SIGNALS AUTHORIZED
SCHEDULE XVI	◆RIDESTOPS AUTHORIZED

(Revised 04-03-17)

SCHEDULE I

Through Streets - In accordance with the provisions of Section 703, and when official signs are erected giving notice thereof, drivers of vehicles shall stop or yield as required by said signs at every intersection before entering any of the following streets or parts of streets:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
----------------	------------------------------------

West-East Major Through Streets

1) U S Highway 50 (Royal Gorge Blvd.)	West City Limit to the east City Limit
2) Central Avenue	15th Street east to the east City Limit
3) Harding Avenue	5th Street east to 15th Street
4) College Avenue	3rd Street east to 15th Street
5) Harrison	2nd Street east to 15th Street
6) Main Street	1st Street east to east City Limits
7) Vine Street	9th Street east to Frazier Avenue
8) Park Avenue	9th Street east to City Limit
9) Griffin Avenue	2nd Street east to 9th Street
10) Pear Street	Field Avenue to Raynolds Avenue

Minor Through Streets

1) Pear Street	19th Street east to Field Avenue
2) Cherry Street	Orchard Ave. east to Raynolds Ave.
3) Phay Avenue	8th Street east to 15th Street
4) Macon Avenue	2nd Street east to 12th Street
5) Franklin Avenue	15th Street east to Orchard Avenue
6) Myrtle Lane	4th Street east to 12th Street
7) Douglas Street	Bennett Avenue east to 4th Street
8) Ohio Avenue	8th Street east to Yale Place
9) Candlewood Drive	5th Street east to 9th Street
10) Riverside Drive	Westerly Terminus east to 1st Street

(Revised 06-02-2025)

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Schedule I - Page 2

North-South Major Through Streets

1) Colorado Highway 115 (South 9 th Street)	U S Highway 50 south to City Limits
2) 1st Street	Main Street south to southerly terminus
3) 4th Street	U. S. Highway 50 south to City Limit
4) 5th Street	High Street south to U S Highway 50
5) 9th Street	North City limit south to U S Highway 50
6) 15th Street	North City limit south to U S Highway 50
7) Orchard Avenue	North City limit south to east Main Street
8) Fields Avenue	North City limit south to Fremont Drive
9) Raynolds Avenue	Pear Street south to City limit
10) Forge Road	East City limit southerly to southern terminus

Minor Through Streets

1) 7th Street	Floral Avenue south to US Highway 50
2) Yale Place	Harding Street south to College Avenue
3) Diamond Avenue	Pear Street south to US Highway 50; East Main Street south to Fowler Street
4) Cottonwood Avenue	Pear Street south to Fowler Street
5) Del Ray Avenue	Pear Street south to Fremont Drive
6) Graydene Avenue	Pear Street south to East Main Street
7) 19th Street	Central Avenue south to Fremont Drive
8) 6th Street	College Avenue south to US Highway 50
9) Fairview	5th Street east to 9th Street

(Revised 03-22-02)

SCHEDULES II AND III COMBINED

Decreased and Increased Speed Limits - In accordance with the provisions of Section 1101 and when official signs are erected giving notice thereof, the speed limit shall be as specified for the following intersections or approaches thereto and upon the following streets or portions thereof:

NO.	NAME OF STREET OR INTERSECTION	PORTION AFFECTED (Terminal Limits)	REGULATION EFFECTIVE TIMES	SPEED LIMIT (MPH)
1)	Royal Gorge Blvd (US Highway 50) east-bound	West City limit southerly approximately 1600'	ALL	55
2)	Royal Gorge Blvd (US Highway 50) east-bound	Approximately 1600' south of west City limit to 900' north of Tunnel Drive	ALL	45
3)	Royal Gorge Blvd (US Highway 50) east-bound	900' north of Tunnel Drive to 250' west of 1st Street	ALL	45 (35 Advisory)
4)	Royal Gorge Blvd (US Highway 50) east-bound	250' west of 1 st Street to 150' west of 3 rd Street	ALL	35
5)	Royal Gorge Blvd (US Highway 50) east-bound	150' west of 3rd Street to 700' east of 15 TH Street	ALL	30
6)	Royal Gorge Blvd (US Highway 50) east-bound	700' east of 15 TH Street to 1200' east of 15 TH Street	ALL	35
7)	Royal Gorge Blvd (US Highway 50) east-bound	1200' east of 15 TH Street to 150' east of Dozier Avenue	ALL	45
8)	Royal Gorge Blvd (US Highway 50) east-bound	150' east of Dozier Avenue to 1800' east of MacKenzie Avenue	ALL	55
9)	Royal Gorge Blvd (US Highway 50) west-bound	1000' east of MacKenzie Avenue to 100' west of Berry Parkway	ALL	55
10)	Royal Gorge Blvd (US Highway 50) west-bound	100' west of Berry Parkway to 1600' east of 15 th Street	ALL	45
11)	Royal Gorge Blvd (US Highway 50) west-bound	1600' east of 15 th Street to 500' east of 15 th Street	ALL	35
12)	Royal Gorge Blvd (US Highway 50) west-bound	500' east of 15 th Street to 100' west of 3 rd Street	ALL	30
13)	Royal Gorge Blvd (US Highway 50)	100' west of 3rd Street to 500' west of 1 st Street	ALL	35

	west-bound			
--	------------	--	--	--

(Revised 06-05-12)

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Schedules II and III combined - Page 2

14)	Royal Gorge Blvd (US Highway 50) west-bound	500' west of 1 st Street to 200' north of Tunnel Drive	ALL	45 (40 Advisory)
15)	Royal Gorge Blvd (US Highway 50) west- bound	200' north of Tunnel Drive to west city limit line	ALL	55
16)	South 9th Street (Colo 115)	Royal Gorge Blvd (US Highway 50) to 200' north of Sells Avenue	ALL	30
17)	South 9 th Street (Colo. 115)	200' north of Sells Avenue to south city limits	ALL	30
18)	North 5 th Street	Fairview Ave to Harding Ave	ALL	25
19)	Phay Ave	N. 5 th Street to N. 7 th Street	ALL	25
20)	Chaparral Road	Entire length	ALL	25
21)	McCoy Street	Field Avenue to Raynolds Avenue	ALL	20
22)	Evelyn Drive	Shiloh Drive to 100' north of Eagle Drive North	ALL	40 (30 MPH Advisory)
23)	Forge Road	Bellows Ct to Shiloh Drive	ALL	40 (30 MPH Advisory)
24)	Mariposa Road	Temple Canyon Rd (CR3) to Ptarmigan Trail	ALL	35 (30 MPH Advisory)
25)	County Road 123	From 2600 feet east of Four Mile Lane to 400 feet west of Four Mile Parkway	ALL	40
26)	Centennial Park	All Streets	ALL	15
27)	Veteran's Park	All Streets	ALL	15
28)	All gravel-surfaced streets		ALL	20
29)	Colburn Lane	Entire Street	ALL	20
30)	Bridge Street	From 9 th Street to 8 th Street	ALL	20
31)	Field Ave	From 1000 feet north of South Street (north school driveway) to North Street	ALL	35
32)	Main Street	From 1 st Street east to 9 th Street	ALL	20

(Revised 05-05-2025)

Schedules II and III combined - Page 3

	School Zone	Cañon City Middle School		
33)	Main Street	150' west of 12 th Street to 50' east of 14 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
34)	Macon Avenue	150' west of 12 th Street to 12 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
35)	12 th Street	150' north of Greenwood Avenue to 150' south of Main Street	School Days 7:00 a.m. to 4:00 p.m.	20
36)	Greenwood Avenue	150' west of 12 th Street to 14 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
37)	14 th Street	Greenwood Avenue to 150' south of Main Street	School Days 7:00 a.m. to 4:00 p.m.	20
38)	Sheridan Avenue	150' north of Greenwood Avenue to Greenwood Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
39)	13 th Street	150' north of Greenwood Avenue to Greenwood Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
40)	13 th Street	150' south of Main Street to Main Street	School Days 7:00 a.m. to 4:00 p.m.	20
	School Zone	Harrison School & MVCKS		
41)	Field Avenue	From 400' south of Juniper Street to 800' north of South Street	School Days 7:00 a.m. to 8:30 a.m. & 3:00 p.m. to 4:30 p.m.	20
42)	South Street	From Field Avenue to 800' east of Field Avenue	School Days 7:00 a.m. to 4:30 p.m.	20
43)	Raynolds Avenue	From Juniper Street north to South Street	School Days 7:00 a.m. to 4:30 p.m.	20

(Revised 06-05-23)

Schedules II and III combined – page 4

	School Zone	Washington School		
44)	College Avenue	190' west of 9 th Street to 220' east of 11 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
45)	9 th Street	150' south of College Avenue to 150' north of Mystic Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
46)	Floral Avenue	200' west of 9 th Street to 9 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
47)	Pine Avenue	200' west of 9 th Street to 9 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
48)	10 th Street	150' south of College Avenue to 150' south of Mystic Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
49)	Mystic Avenue	150' west of 9 th Street to 150' west of 10 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
	School Zone	Lincoln School		
50)	4 th Street	Douglas Avenue to 550' south of Myrtle Lane	School Days 7:30 a.m. to 9:00 a.m. & 3:30 p.m. to 4:30 p.m.	20
51)	Myrtle Lane	4 th Street to 6 th Street	School Days 7:30 a.m. to 4:30 p.m.	20
52)	5 th Street	200' north of Myrtle Lane to Myrtle Lane	School Days 7:30 a.m. to 4:30 p.m.	20
53)	6 th Street	200' north of Myrtle Lane to Myrtle Lane	School Days 7:30 a.m. to 4:30 p.m.	20

(Revised 08-14-19)

Schedules II and III combined – page 5

	School Zone	Cañon Exploratory School		
54)	9 th Street	Washington Avenue to 1500' south	School Days 7:00 a.m. to 4:00 p.m.	20
55)	Washington Street	500' east of 9 th Street to 550' west of 9 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
	School Zone	Cañon City High School		
56)	Yale Place	College Avenue to 150' south of Ohio Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
57)	13 th Street	150' north of Rudd Avenue to College Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
58)	College Avenue	100' west of 12 th Street to 200' east of Yale Place	School Days 7:00 a.m. to 4:00 p.m.	20
59)	Forest Avenue	150' west of 11 th Street to 12 th Street	School Days 7:00 a.m. to 4:00 p.m.	20
60)	12 th Street	150' south of College Avenue to Forest Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
61)	Allison Avenue	200' east of Yale Place to Yale Place	School Days 7:00 a.m. to 4:00 p.m.	20
62)	11 th Street	150' south of Forest Avenue to 150' south of Whipple Avenue	School Days 7:00 a.m. to 4:00 p.m.	20
63)	Woodlawn Avenue	Yale Place to 200' east of Yale Place	School Days 7:00 a.m. to 4:00 p.m.	20
64)	Allison Avenue	Yale Place to 200' east of Yale Place	School Days 7:00 a.m. to 4:00 p.m.	20
65)	Dewey Road	Allison Ave to Yale Place	School Days 7:00 a.m. to 4:00 p.m.	20

(Revised 12-10-19)

SCHEDULE IV

Minimum Speed – In Accordance with the provisions of Section 1103, and when official signs are erected giving notice thereof, the minimum speed limit shall be as specified upon the following expressways:

NAME OF STREET	PORTION AFFECTED (terminal Limits)	MINIMUM SPEED
N/A		

(Revised 04-08-02)

SCHEDULE V

One-Way Streets – In accordance with the provisions of Section 1006, and when official signs are erected giving notice thereof, traffic shall move only in the direction indicated upon the following streets:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)	DIRECTION OF TRAFFIC MOVEMENT
1) Water Street	9 th Street to 10 th Street	Easterly
2) Alley between Main Street and Macon Avenue	2 nd Street to 9 th Street	Easterly
3) Alley between Main Street and Royal Gorge Blvd	2 nd Street to 8 th Street	Westerly
4) Skyline Drive	Entire length from Hwy 50 to Terminus at 5 th Street	Southerly and Easterly
5) McCoy Street	Field Ave to Raynolds Ave	Easterly
6) Hazel Avenue	8 th Street to 9 th Street	Westerly

(Revised 12-10-19)

SCHEDULE VI

Nonmotorized Traffic and Motor-driven Cycles Excluded – In accordance with the provisions of Section 1412, and when official signs are erected giving notice thereof, no pedestrian, bicyclist or other non-motorized traffic and no person operating a motorized bicycle or a motor-driven cycle shall use any of the following streets or highways or parts thereof:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
1) Main Street & 15 th Street	Center island/landscape area, truck apron, or traffic lane within roundabout (No Pedestrians)
2) Dozier Ave & Dozier Way	Center island/landscape area, truck apron, or traffic lane within roundabout (No Pedestrians)

(Revised 08-14-19)

SCHEDULE VII

Stopping, Standing or Parking During Certain Hours on Certain Streets Prohibited – In accordance with the provisions of Section 1204, and when official signs are erected giving notice thereof, no person shall stop, stand or park a vehicle between the hours specified herein and on the days specified herein, upon any of the streets or parts of streets as follows:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)	REGULATION EFFECTIVE (Hours from ____ to ____)
1) Main Street	1 st Street to 9 th Street Both sides	4:00 am to 6:00 am
2) Yale Place	Dewey Rd to 150' south of Ohio Avenue, Both Sides	School Days 7:00 a.m. to 4:00 p.m.
3) Latigo Lane	Chaparral Avenue to 150' south of Chaparral Avenue, both sides	8:00 p.m. to 6:00 a.m.

(Revised 06-05-2023)

SCHEDULE VIII

Parking Prohibited at All Times on Certain Streets and in City-Owned Parking Lots – In accordance with the provisions of Section 1204, and when official signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts of streets:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
1) Royal Gorge Blvd/US Highway 50	Entire length within City Limits, both sides
2) Hazel Avenue	8 th Street to 9 th Street, south side only
3) 15 th Street	Phay Avenue to 100' south of Royal Gorge Blvd (US Hwy 50), both sides.
4) Phay Avenue	250' east of Yale to 15 th Street, south side only.
5) Phay Avenue	Yale Place to 30' east of Yale Place, south side only.
6) Phay Avenue	Yale Place to 120' east of Yale Place, north side only.
7) Phay Avenue	300' west of Esplanade to Esplanade, north side only.
8) Phay Avenue	Esplanade to 60' west of Esplanade, north side only.
9) Phay Avenue	350' east of Esplanade to 490' east Esplanade, north side only.
10) Fremont Drive	16 th Street to Raynolds Avenue ON PAVEMENT, both sides.
11) Macon Avenue	1 st Street to 150' west of 3 rd Street, south side only
12) Skyline Drive	US Hwy 50 southeasterly to its Terminus at 5 th Street, both sides, except at designated parking areas
13) Rainbow Drive	15 th Street to East Main Street, both sides. East Main Street to US Highway 50, north side only.
14) Harding Avenue	9 th Street to 10 th Street, north side only
15) Riverside Drive	East end to 1 st Street ON PAVEMENT, both sides
16) Main Street	Main Street from 15 th Street to 16 th Street, both sides
17) Greenwood Avenue	15 th Street to 16 th Street, both sides
18) 5 th Street	Cooper to Fairview, west side only
19) Griffin Avenue	West entrance to Centennial Park east to east entrance to Centennial Park, north side only

(Revised 06-02-2025)

SCHEDULE VIII (Page 2)

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
20) Orchard Avenue	East side only, Fremont Drive to 150' south of Cherry Street
21) South 3rd Street	Both sides of Third Street from Royal Gorge Boulevard south to the railroad tracks a Both sides of South Third Street from the railroad tracks southeasterly into the River Station Depot and park area to the turn into the rafting takeout area.
22) Sheridan Street	North end at Cañon City Hydraulic Ditch, both sides, From ditch to approximately 30' south of ditch, as posted
23) 2nd Street	West side only, Main Street to Royal Gorge Blvd
24) South Street	North side, Field Ave to 490' east of Field Ave
25) Field Ave	East side, South St to 530' north of South St
26) Field Ave	West side, Central Ave to Elizabeth St
27) Orchard Ave	Both sides, Central Ave to 100' south of Pear St
28) 9th Street	Both sides, College Ave to Forest Ave
29) 9th Street	East side, College Ave to 150' south of College Ave
30) 9th Street (CO Hwy 115)	Royal Gorge Blvd (US Hwy 50) to D&RGW Railroad tracks, both sides
31) 9th Street (CO Hwy 115)	Royal Gorge Blvd (US Hwy 50) to alley between Main Street and Macon Ave., both sides except angled parking allowed 150' south of main Street on west side.
32) 9th Street (CO Hwy 115)	200' north of Vine Street to 400' south of Bridge Street, both sides
33) 10th Street	East side, College Ave to Mystic Ave
34) 10th Street	West side, College Ave to alley south of Mystic Ave
35) S. Raynolds Ave	Both sides, E. Main Street to City Limit ON PAVEMENT
36) Tunnel Drive	Both sides, US50 to west end (Trailhead Parking) ON PAVEMENT
37) Macon Ave	South side, 1 st Street to 2 nd Street ON PAVEMENT
38) Yale Place	Both sides, College Ave to Dewey Rd
39) 9th Street	East side, from Harding Ave to 100' north of Harding Ave.
40) Park Ave	S. 9th Street to S. 12th Street, ON PAVEMENT, both sides
41) 7 th Street	Main Street north to first alley, west side only

42) 4 th Street	First space on west side of 4 th street south of Macon
43) Wells Drive	North Side Only, from Jewett Street east to dead end

(Revised 09-18-2025)

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SCHEDULE VIII (Page 3)

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
1) South Street	Both sides, from 75 FT east of the centerline of the driveway to Harrison school to 75 FT west of the centerline of the driveway to Harrison school.

(Revised 02-16-2026)

SCHEDULE VIII - A

Parking Prohibited at All Times on Certain Streets to General Public - In accordance with the provisions of section 1204, and when official signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts of streets, unless that vehicle is an official vehicle of the City, Emergency Services, or City Permitted Event Participants.

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
Macon Avenue	5 th Street to 6 th Street (Macon Plaza)

(Revised 07-29-16)

SCHEDULE IX

Parking Time Limited on Certain Streets and in City-Owned Parking Lots - In accordance with the provisions of Section 1203, and when official signs are erected giving notice thereof, no person shall park a vehicle for a period of time longer than (3) hours between the hours of 9:00 a.m. and 6:00 p.m. of any day except Sundays and public holidays upon any of the streets or parts of streets as follows, except marked handicap spaces which shall have (4) hour limit:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
1) Main Street	Both sides: 3rd Street to 8th Street
2) Macon Avenue	North side only: 6 th Street to 7 th Street. Enforcement for parking surrounding County Administration Building by County officials per license agreement Reception #882698 dated 02/07/2011.
3) Library Parking Lot	Where posted.
4) S. 7th Street	East side: all angled parking north of alley between Main Street and Royal Gorge Blvd. West side: between Royal Gorge Blvd and alley.
5) S. 8th Street	West side: first 3 spaces south of Main Street

(Revised 12-10-19)

SCHEDULE IX -A

Parking Time Limited on Certain Streets and in City-Owned Parking Lots - In accordance with the provisions of Section 1203 (see Ordinance 26, Series of 2001), and when official signs are erected giving notice thereof, no person shall park a vehicle for a period of time longer than **15 minutes** during any time on any day upon any of the streets or parts of streets as follows:

NAME OF STREET	PORTION AFFECTED
1) Macon Avenue	North side only; between 6 th and 7 th Streets, +/- 60' in front of Fremont County Administration Building Enforcement for parking surrounding County Administration Building by County officials per license agreement Reception #882698 dated 02/07/2011.
2) Main Street	South side only; between 1 st and 2 nd Streets, +/- 60' in front of City Hall
3) Peabody Mansion Parking Lot	Where posted.
4) Library Parking Lot	Where posted.

(Revised 06-05-12)

SCHEDULE X

Parking Meter Zones - In accordance with the provisions of Sections 1204, and when parking meter signs or legends give notice thereof, the parking of vehicles shall be regulated by parking meters between the hours of () a.m. and () p.m. of any day except Sundays and public holidays upon any of the streets or parts of streets or within any of the areas or districts described below:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)
N/A	

(Revised 4-8-02)

SCHEDULE XI

Right Turn on Steady Red Signal Prohibited - In accordance with the provisions of Section 604, and when official signs are erected giving notice thereof, no driver shall make a right turn on a steady red signal at the following intersections in the direction (s) and at the times (s) indicated below:

INTERSECTION (Names of Streets)	DIRECTION OF RIGHT TURN PROHIBITED (If all directions write "ALL")	TIMES PROHIBITED (If all times, write "ALL")
1) Royal Gorge Boulevard (US HWY 50) and 15th Street	Eastbound US50 Westbound Rainbow Dr Northbound 15 th Street	ALL
2) US HWY 50 and Orchard Ave and Fremont Drive	Westbound US50 Eastbound Fremont Dr Southbound Orchard Ave	ALL
3) US HWY 50 and Raynolds Ave and Fremont Drive	Westbound US50 Eastbound Fremont Dr Southbound Raynolds Ave	ALL
4) US HWY 50 and Dozier Ave and Steinmeier Ave and Fremont Drive and East Main Street	Westbound US50 Eastbound US50 Southbound Dozier Ave Eastbound East Main Street Northbound Steinmeier Ave	ALL

(Revised 09-24-18)

SCHEDULE XII

Left Turn on Steady Red Signal Prohibited - In accordance with the provisions of Section 604, and when official signs are erected giving notice thereof, no driver shall make a left turn on a steady red signal on one-way streets at the following intersections in the direction(s) and at the time(s) indicated below:

INTERSECTION (Names of Streets)	DIRECTION OF LEFT TURN (If all directions, write "ALL")	TIMES PROHIBITED (If all times, write "ALL")
N/A		

(Revised 4-8-02)

SCHEDULE XIII

Weight Limitations Upon Vehicles Using Certain Streets - In accordance with the provisions of Part 5, and when official signs are erected giving notice thereof, no person shall operate a vehicle with a weight in excess of the amounts specified herein at any time upon any of the following streets or parts of streets:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)	MAXIMUM WEIGHT LIMIT
N/A		

(Revised 4-8-02)

SCHEDULE XIV

Weight Limitations Upon Vehicles Using Certain Structures - In Accordance with the provisions of Part 5, and when official signs are erected giving notice thereof, no person shall operate a vehicle with a gross weight in excess of the amounts specified herein at any time upon any of the following structures:

NAME OF STREET	PORTION AFFECTED (Terminal Limits)	TON LIMIT (Gross Weight)
N/A		

(Revised 4-8-02)

SCHEDULE XV

Traffic Signals Authorized - In accordance with the provisions of Section 603, traffic control signals of the type indicated herein are authorized to regulate traffic at the following named intersections:

LOCATION	TYPE OF SIGNAL
1) Royal Gorge Blvd (US Hwy 50) and 3rd Street	Traffic and Pedestrian Control Signal
2) Royal Gorge Blvd (US Hwy 50) and 9th Street (State Hwy 115)	Traffic and Pedestrian Control Signal
3) Royal Gorge Blvd (US Hwy 50) and 15th Street/Rainbow Drive	Traffic and Pedestrian Control Signal
4) Royal Gorge Blvd (US Hwy 50) and Orchard Avenue/Fremont Drive	Traffic and Pedestrian Control Signal
5) Royal Gorge Blvd (US Hwy 50) and Raynolds Avenue/Fremont Drive	Traffic and Pedestrian Control Signal
6) US Hwy 50 and Dozier Avenue/E. Main Street/Steinmeier Ave/Fremont Drive	Traffic and Pedestrian Control Signal
7) US Hwy 50 and Justice Center Road/Latigo Lane	Traffic and Pedestrian Control Signal
8) US Hwy 50 and MacKenzie Avenue/Four Mile Lane	Traffic and Pedestrian Control Signal
9) Main Street and 9th Street	Traffic and Pedestrian Control Signal
10) 1st Street at the UPRR/RGXRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
11) 3rd Street & UPRR/RGXRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
12) 9th Street (State Hwy 115) and the UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
13) 11th Street & UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
14) East Main Street and UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
15) Orchard Ave & UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
16) Cottonwood Ave & UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
17) Greydene Ave & UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)
18) Raynolds Ave & UPRR railroad tracks	Railroad Crossing Signal (flashing signal with gates)

(Revised 10-23-20)

SCHEDULE XVI

Ridestops Authorized - In accordance with the provisions of Part 12 and when official signs giving notice thereof are erected, rides may be solicited at the following named locations:

LOCATION
N/A

(Revised 4-8-02)



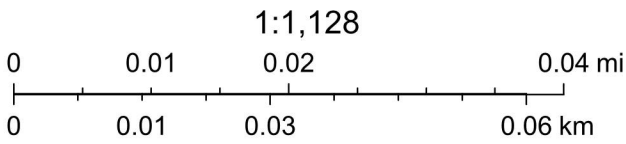
12/4/2025, 7:00:57 AM

- Road Names

Parcels
- Roads

County Boundary
- Local Road

City Limits





CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Travis R. Payne

DATE: 02/16/2026

RE: Bid 20-26 High Head Pump Repair

SUMMARY: * Bid 20-26 is a sole source bid for the repair of one of the pumps that are at the high head pump station. This pump station pulls water from the raw water settling pond and delivers it to the water treatment plant.

Water Technologies Group is the sole distributor of split case aurora pumps in Colorado. Their estimate for the repair is \$9,699 and is described in the attached estimate. Staff also priced out a new pump. The quote received is \$31,795.69 for a replacement.

This bid will be paid out of GL 50-430-0922-53305.

This bid is under Requisition #251 in Springbrook.

Staff is asking for a not to exceed amount of \$10,000 in case repairs run over the estimate.

REVIEWED BY ☐ Yes ☒ No
LEGAL?

RECOMMENDED Award bid 20-26 to Water Technologies Group for a not to exceed
ACTION: amount of \$10,000

of attachments 2



Water Technology Group Service Center

Opportunity Number	OP-637322	Date	1/16/2026
PQ/Order Number	PQ-7087811	Salesman	Peter Botsonis
Customer	Canon City WTP	Customer Stock #	
Contact Name, First	Mark	Service Type	Service
Contact Name, Last	Masar	Brand	Water Technology Group
Contact Phone	719-458-0557	Market	Municipal
Contact Cell	-	Fluid Being Pumped	Drinking Water
Contact Email		Equipment Location/Station	

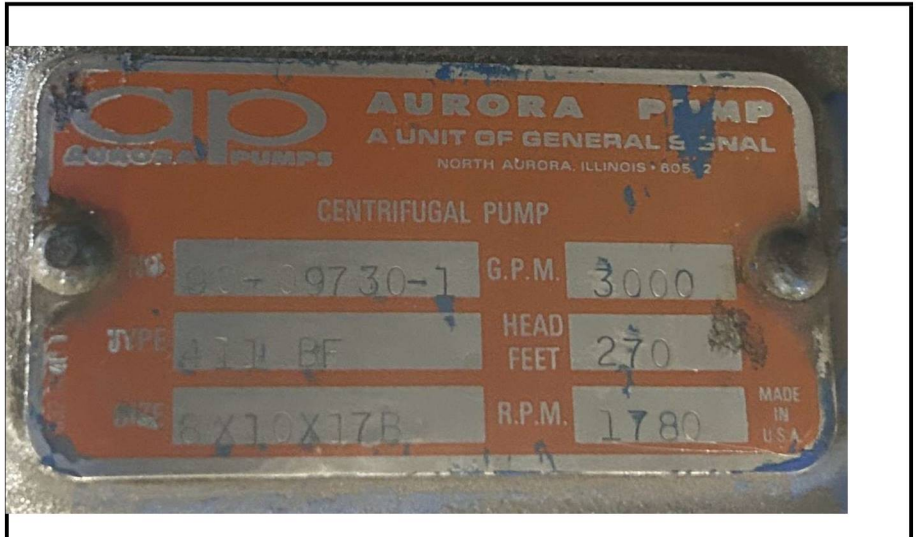
Manufacturer	Aurora
Model	90-09730-1
Serial #	411
Item Type / Description	
Additional Items	None
Level of Repair	L2 - Full DCI with Clearances Noted, Sandblasting, Estimate with Pictures, and Repair Report

DCI Technician	M.Eliopoulos	DCI Date	1/6/2026
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Pump As Found/Received

Notes:

The customer sent in a second impeller and is not sure if it is to this pump. Please verify it will work with this pump, if it is the same size and is usable. Please provide the (2) pins for the pump casing.



Initial Inspection

Rotation	CCW from Coupling End	Ends Stamped?	N/A	Pump Paint	Blue					
Total End Float		Impeller Setting	14-13/16 Drive Side	Impeller Diameter	17 in					
Splitline Gasket Thick.	Unknown	Bearing Housing Gasket T	N/A	Bearing Spacer Ring Thick	N/A					
Debris in Pump?	No	Debris Description:	N/A							
Item Rec. With Pump:	N/A	Coupling	N/A	Piping	N/A	Gauges	N/A	Baseplate	N/A	Driver
All Piping, Tubing, Gauges, Etc Photographed?	Yes									
List All Fasteners & Fittings:	Top plumbing									
Additional Notes:										

Pump Seals**Thrust End Seal**

Manufacturer	John Crane
Model/Serial	Type 1 mechanical seal
Stuffing Box Bore	3.500 "
Clearance	N/A
Seal Sleeve ID	Rubber bellows
Shaft/Sleeve OD	2.3750 "
Clearance	N/A

Radial End Seal

Manufacturer	John Crane
Model/Serial	Type 1 mechanical seal
Stuffing Box Bore	3.500 "
Clearance	N/A
Seal Sleeve ID	Rubber bellows
Shaft/Sleeve OD	2.3750 "
Clearance	N/A

Notes:

Pump seals are worn and have damage. New pump seals will be required at time of assembly.

**Thrust End Seal Disposition****Replace****Radial End Seal Disposition****Replace**

Shaft Sleeves & Shaft Sleeve Locknuts

Thrust End	
Sleeve Material	Bronze
Sleeve Condition	Worn
Lock Nut Material	N/A
Locknut Condition	N/A

Radial End	
Sleeve Material	Bronze
Sleeve Condition	Worn
Lock Nut Material	N/A
Locknut Condition	N/A

Notes:

Shaft sleeves are worn and have damage. Both shaft sleeves have grooving and wear. New shaft sleeves will be required at time of assembly.



Thrust Shaft Sleeve Disposition	Replace
Thrust Sleeve Lock Nut Disposition	N/A
Radial Shaft Sleeve Disposition	Replace
Radial Sleeve Lock Nut Disposition	N/A

Impeller

Impeller Material	Bronze
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Impeller Dimensions	
Trim	17.000 "
Bore Diameter	2.1268 old 2.1269 new
Shaft Diameter	2.1243 "
Clearance	0.0025 / 0.0026
Wear Ring Width	8.500 "

Impeller Condition	
Vane Condition	Severely Worn
Number of Vanes	7
# of Balance Holes	N/A
Hub Face Condition	Worn
Condition of Keyway	Worn
Wear Ring Material	Bronze

Notes:

Impeller has severe wear and damage. Impeller veins are washed and broken. Impeller faces have cavitation pitting present. Impeller wear ring fits are worn. A new impeller will be required at time of assembly. The customer provided a replacement impeller that will be used at time of assembly.



Impeller Disposition	Replace
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Case Ring Fit	9.2500 "	Case Ring OD	To worn to mic	Clearance	Unknown
Case Ring ID	To worn to mic	Impeller Ring OD	8.5564 "	Clearance	Unknown
S.B. Bushing Fit	N/A	S.B. Bushing OD	N/A	Clearance	N/A
S.B. Bushing ID	N/A	Sleeve OD	2.3750 "	Clearance	N/A
Sleeve ID	2.0000 "	Shaft OD	1.9994 "	Clearance	0.0006 "
Bearing Saddle ID	N/A	Housing OD	N/A	Clearance	N/A
Bearing Housing ID	3.9370 "	Bearing OD	N/A	Clearance	in tolerance
Bearing ID	N/A	Shaft OD	1.7722 "	Interference	in tolerance

Clearances As Received - Radial End

Case Ring Fit	9.2500 "	Case Ring OD	To worn to mic	Clearance	Unknown
Case Ring ID	To worn to mic	Impeller Ring OD	8.5553 "	Clearance	N/A
S.B. Bushing Fit	N/A	S.B. Bushing OD	N/A	Clearance	N/A
S.B. Bushing ID	N/A	Sleeve OD	2.3750 "	Clearance	N/A
Sleeve ID	2.0000 "	Shaft OD	1.9996 "	Clearance	0.0004 "
Bearing Saddle ID	N/A	Housing OD	N/A	Clearance	N/A
Bearing Housing ID	3.9379 "	Bearing OD	N/A	Clearance	in tolerance
Bearing ID	N/A	Shaft OD	1.7720 "	Interference	in tolerance

Case Wear Rings

Thrust End

Wear Ring Material	Bronze
Sealing Face Cond.	Severely Worn
Width of Ring	1.250 "

ronze

Wear Ring Material	Bronze
Sealing Face Cond.	Severely Worn
Width of Ring	1.250 "

Notes:

Wear rings have severe wear and damage. Wear ring OD and ID faces are washed out and grooved. New wear rings will need to be machined prior to assembly.



Thrust Wear Ring Disposition

Replace

Radial Wear Ring Disposition

Replace

Casing

Case Material	Ductile Iron
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General Case Cond.	Worn
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Cutwater Condition	Upper	N/A
	Lower	Unknown

Flange Condition	Suction	N/A
	Disch.	N/A

Upper Case Half

Flatness Deviation	In tolerance
General Condition	Worn
Thrust End Seal Fit	Washed
Thrust End Face Cond.	Fair
Radial End Seal Fit	Washed
Radial End Face Cond.	Fair

Lower Case Half

Flatness Deviation	N/A
General Condition	N/A
Thrust End Seal Fit	N/A
Thrust End Face Cond.	N/A
Radial End Seal Fit	N/A
Radial End Face Cond.	N/A

Location of Any Stripped Holes:

N/A

Location of Any Cracks:

N/A

Notes:**Casing Disposition**

Reuse

Bearing Housings & Misc

Thrust End Housing

Lubrication	Grease	
Grease Condition	Worn	
Housing Condition	Minimal Wear	
Bearing Model	SKF 6309-C3	
Cond. of End Cover	IB	Minimal Wear
Mounting Faces	OB	Minimal Wear
Condition of End	IB	Minimal Wear
Covers	OB	Minimal Wear
Oil Ring Material	N/A	
Oil Ring Condition	N/A	
Oil Ring Sleeve Cond.	N/A	

Deflectors

Material	Rubber	
Deflector ID	2.000 "	
Deflector OD	3.500 "	

Radial End Housing

Lubrication	Grease	
Grease Condition	Burnt	
Housing Condition	Minimal Wear	
Bearing Model	5309-C3	
Cond. of End Cover	IB	Minimal Wear
Mounting Faces	OB	Minimal Wear
Condition of End	IB	Minimal Wear
Covers	OB	Minimal Wear
Oil Ring Material	N/A	
Oil Ring Condition	N/A	
Oil Ring Sleeve Cond.	N/A	

Notes:

Bearing housing on both thrust and radial side have minimal wear and damage. Thrust and radial bearing housings will be cleaned and reused at time of reassembly. Both thrust and radial bearings are worn. New thrust and radial bearings will be required at time of assembly.



Thrust Bearing Housing Disposition

Reuse

Radial Bearing Housing Disposition

Reuse

Oil Rings Disposition

N/A

Deflector Disposition

Reuse

Shaft

Shaft Material	316SS
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Bearing Condition	Thrust	Worn
	Radial	Worn

Bearing Shaft Fit	Thrust	1.7722 "
	Radial	1.7720 "

Thread Condition	Thrust	Minimal Wear
	Radial	Minimal Wear

Notes:

shaft has wear and damage. Shaft will require flamespray prior to assembly. After shaft is sent to flamespray, shaft will be cleaned and reused at time of assembly.

**Shaft Disposition**

Flame spray and reuse

Conclusions

O-Rings Condition	N/A	Bin Location	
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Primary Cause of Failure

Normal wear from extended use of the pump

Additional Notes & Suggestions**Parts Required**

Overhaul kit with Sleeves	shaft to flame spray for repair	Roll Pins
10 X 8 X 6 LONG Non lead Bronze		

Inspection Reviewed By	M.HILL	Date	1/9/2026
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SERVICE ESTIMATE

175

Customer: Canon City WTP Contact : Mark Masar Date: 1/16/2026 Phone: 719-458-0557 Fax: Project:	Water Technology Group - Municipal 14452 W 44th Ave Golden, CO 80403 Phone: 303-584-9000 Fax: 303-584-9920	 COGENT <small>TECHNICAL SOLUTIONS GROUP</small>
Quote #: 7087811 Opp #: OP-637322		

Dear Mark,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
1	1.00	PMV2-100		
		Serial Number - 90-09730-1	Total	\$9,699.00

Disassembly, Cleaning, Inspection and Estimating Charge

Amount due if this unit is not repaired. An invoice for this charge will automatically generate within 90 days of this estimate. This charge is for DCI (Disassembly, Clean and Inspect). All units left at our facility for more than 6 months will be scrapped unless written notification is received.

\$660.00

Delivery: 4 - 6 week(s) after receipt of P.O.
FOB Point: Shipping Point
Terms of Payment Upon Receipt
Freight: See Delivery Instructions
Quote Validity: 15 Days

SERVICE ESTIMATE

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Chase Neumann
cneumann@cogentcompanies.com

Salesrep:
Peter Botsonis
pbotsonis@cogentcompanies.com
303-594-6555

Material and equipment costs are fluctuating, with price increases that can be sudden and unpredictable. This proposal reflects the current pricing as of the date of this proposal. In the event of supplier price increases or surcharges announced after the date of this proposal up to the final shipment date, the seller may adjust pricing accordingly.

To accept, please sign, date, and return a copy of the signed proposal. By signing and accepting this proposal the buyer acknowledges and agrees to the attached terms and conditions, pricing, and specifications as part of this proposal agreement.

Name (Please Print)

PO#(If Applicable)

Signature

Date of Acceptance

Customer, please provide:

Ship to Address

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** “Company” means Cogent, Inc., including any of Company’s applicable trade names associated with the specific Proposal or specific Agreement. “Customer” means Company’s customer for the specific Proposal or Agreement. “Proposal” means Company’s proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. “Agreement” means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company’s Proposal is expressly conditioned upon Customer’s acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer’s purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company’s commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer’s additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of “commercial transaction” invoices by credit card will be charged a fee based upon Company’s average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company’s credit terms if Customer’s credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer’s financial responsibility or condition that causes Company to become insecure of Customer’s ability to perform under the terms of the Agreement, including but not limited to Customer’s failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company’s performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer’s own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company’s shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer’s or distributor’s warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

9. **CUSTOMER DELAY OF DELIVERY.** If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

10. **CUSTOMER CANCELLATION.** Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

11. **INSPECTION OBLIGATIONS.** Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

12. **NEW GOODS WARRANTY.** For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. **THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.**

COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.

13. **USED GOODS AND EQUIPMENT.** Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

14. **INSTALLATION AND STARTUP.** Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

15. **BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT.** If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. LIMITATION OF LIABILITIES. Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. INDEMNIFICATION. Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. COMPANY DRAWINGS. Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. CONFIDENTIAL INFORMATION. Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. CUSTOMER WARRANTY. Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. FORCE MAJEURE. Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. LAW AND VENUE. This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the state and/or federal court venue in which Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company; the county and/or federal court venue in which Company's corporate headquarters office is located; as well as the county(ies) in which any materials or equipment purchased from Company were used to improve a piece of real estate, including any structures located on the piece of real estate. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE. The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

24. MISCELLANEOUS. The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. DEFINITIONS. All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. BILLING CYCLES. Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. INSURANCE COVERAGES. Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

4. ENVIRONMENTAL FEE. Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. RETURNING RENTED EQUIPMENT. All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials.

6. OFF RENT CALL CONFIRMATION. For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. DIESEL EQUIPMENT MAINTENANCE. All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. FUELING DIESEL EQUIPMENT. Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

9. COGENT TERMS & CONDITIONS. A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>
August 2025



Purchasing Policy Exemption Approval Form (Sole Source or Professional Services Exemption)	
Date: 1/22/2026	Bid # 20-26
Form Submitted By: Title/Department:	Travis Payne
Description of Goods or Services to Be Procured:	
Repair of a pump at our High Head pump station. These pumps pull the water from the settling pond on Tunnel Drive and deliver that water to the Water Treatment Plant. They are a critical piece of infrastructure for the delivery of raw water. This pump is a 250 horsepower split case Aurora pump.	
Requested Professional or Sole Source Provider and Grounds:	
The non-working pump was sent to Water Technology Group for diagnoses. The pump was found to have worn and damaged seals, damaged shaft sleeves, severe wear and damage on rings, etc. Water Technology diagnosis was to replace parts, repair and clean existing pump back to working conditions.	
Basis for Exemption from Purchasing Policy:	
Replacement of original equipment parts Water Technology Group is the authorized distributor for the State of Colorado	
Purchasing Manager Recommendation/Signature: Approve	Dana Whelan Purchasing Manager Date: 1/22/26
	Ryan S. [Signature] <input checked="" type="checkbox"/> City Manager or Designee <input type="checkbox"/> Finance Date: 1/22/26



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

1101 Myers Parkway
Ashland, OH 44805
United States
www.pentair.com

November 27, 2023

Water Technology Group
Cogent Company
14452 W 44th Ave
Golden, CO 80403

Subject: Pentair Myers Distribution For Colorado

Dear Associates,

This letter is to advise that Water Technology Group, located at 14452 W 44th Ave, Golden, CO 80403 is the authorized distributor for Myers Pumps for the municipal market in the entire state of Colorado. This agreement gives them the right to promote and sell Myers Engineered Products (pumps, accessories, parts, warranty service) for this market and in this geography.

Please direct any inquiries or orders directly to Water Technology Group at (303) 584-9000. If you have any questions or need any additional information regarding this letter, then please contact me directly at blake.slagle@pentair.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Blake Slagle".

Blake Slagle
Engineered Sales Manager
Municipal Products
C&IF – Pentair LLC



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Aleizja C. Owens

DATE: 02/16/2026

RE: Bid #24-26: Project Management Software

SUMMARY: *

Bid #24-26 is for the addition of new project management software to be utilized by the Engineering Department. The Engineering Department currently manages multiple concurrent capital improvement, right-of-way, utility, and maintenance projects that require coordinated scheduling, document management, task tracking, and cross-department collaboration. Existing tools are limited in their ability to provide centralized project visibility, standardized workflows, and long-term record retention.

The proposed project management software is intended to:

- Improve project tracking and reporting
- Centralize documents and correspondence
- Support interdepartmental collaboration
- Enhance transparency and accountability
- Scale with future project and staffing needs

A Request for Qualifications was solicited from a total of thirteen (13) project management software vendors that were identified through a combination of independent internet research, recommendations from peer municipalities, and referrals from companies the City currently works with. Outreach was conducted to all thirteen vendors. Of those contacted, three (3) vendors responded and participated in software demonstrations, two (2) provided formal pricing quotes, and one (1) was unresponsive. Responsive quotes ranged from \$9,000 to \$49,301.68.

Additionally, the option of developing an in-house project management solution using Microsoft Project was evaluated. This option was determined to be no longer viable due to the planned discontinuation of Microsoft Project's online option in September 2026 and the lack of vendor support and functionality necessary to meet the Engineering Department's operational needs.

Based on the software demonstrations, pricing information, and feedback from IT, Engineering, and the Public Works Director, Appia (InfoTech) was determined to best meet the City's functional needs at a significantly lower cost while providing appropriate support, usability, and scalability for the Engineering Department.

Due to the unforeseen discontinuation of the proposed in-house solution, this software was not budgeted for. However, IT will be removing MS Project licensing from this year's renewal which reduces the expense by \$3,600. The invoice for Bid #24-26 will be charged to line item 10-430-0318-53312 and will be covered in a future departmental budget transfer.

REVIEWED BY ☐ Yes ☒ No
LEGAL?

RECOMMENDED Staff recommends award of Bid #24-26 to InfoTech in an amount
ACTION: not to exceed \$9,000.00.

of attachments 2



Canon City, CO – Appia Starter Kit

Canon City, CO
 128 Main Street
 Canon City, Colorado 81212
 United States

Julie McGrew
 jamcgrew@canoncity.org

Reference: 20250804-171500965
 Quote created: August 4, 2025
 Quote expires: January 30, 2026

Info Tech Operating, LLC dba Infotech
 2970 SW 50th Terrace

Gainesville, FL 32608
 United States

Prepared by: JJ Van Winkle
 Civil Account Executive
 jj.vanwinkle@infotechinc.com

Total\$9,000.00

PRODUCTS & SERVICES	QUANTITY	PRICE
The Appia® Service – Starter Package	1	\$9,000.00
Implementation fee (Included in Appia Starter Kit)	1	\$0.00
SUMMARY		
One-time subtotal		\$9,000.00

Total

\$9,000.00

Comments

Services Included

- Implementation and Training Services
- Lifetime Customer Support
- Access to Infotech's DocExpress workflow management service and the Mobile Inspector offline inspection tool

Supplemental Licenses

Users may add new licenses at any time during the existing annual license period. Infotech matches the new license expiration to that of the existing licenses. Price is based on the current annual license fee prorated monthly for the number of months remaining in their annual license period.

Tax Note

Sales tax will be added where applicable. For agencies who are tax exempt, if sales tax is charged at checkout, it will immediately be credited back to the credit card used, or will not be included on the Invoice if the PO/Invoice payment option is selected.

How to Order

When you're ready to order, [click here](#) for instructions.

Purchase terms

Applicable Terms and Conditions:

Infotech will invoice for the License Fees enumerated above upon receipt of a signed order form and annually thereafter. Payment for that Invoice will be due within 30 days of the Invoice Date.

Terms and Conditions of Use for Infotech's Appia® Service are found online or in-app:

<https://www.infotechinc.com/terms-of-service/>

<https://www.infotechinc.com/privacy-policy/>

<https://www.infotechinc.com/dmca-policy/>

<https://www.appia.net>

CITY OF CAÑON CITY BID COVER SHEET

DATE: 02/06/2026

DEPARTMENT: Information Technology

PREPARED BY: Aleizja C. Owens SIGNATURE: 

LINE ITEM TO BE CHARGED TO: 10-430-0318-53312

SPECIFICATION DESCRIPTION: Bid #24-26 Project Management Software

VENDOR	QTY.	DESCRIPTION	P-CARD	COST/ITEM	TOTAL COST
*** 1	1	Appia Construction Management (InfoTech)	YES / NO	\$9,000	\$9,000
2	1	ProCore Project Management Pro	YES / NO	\$49,301.68	\$49,301.68
3	N/A	InEight Project Management	YES / NO	N/A	Non-Responsive

VENDOR #1: ***InfoTech***

PERSON CONTACTED: JJ VanWinkle

ADDRESS: 2970 SW 50th Terrace, Gainesville, FL 32608

PHONE/FAX: (888) 352-2439

VENDOR #2: ProCore

PERSON CONTACTED: Ben Kleiber

ADDRESS: 6309 Carpinteria Avenue, Carpinteria, CA 93013

PHONE/FAX: (866) 477-6267

VENDOR #3: InEight

PERSON CONTACTED: Edette Heisler

ADDRESS: 9977 N 90th St, Scottsdale, AZ 85258

PHONE/FAX: (800) 637-7496

***** RECOMMENDED FOR BID:** Please use 3 stars by the vendor # that you are recommending for award. A **memo** should also be included if you are not going with the lowest bidder or if you don't have at least 3 quotes.



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Aleizja C. Owens

DATE: 02/16/2026

RE: Bid #25-26: Records Request Software

SUMMARY: * Bid #25-26 is for the annual renewal of the public records request software platform (NextRequest) in use at the City Clerk's office and the Police Department. This platform allows records requests to be initiated, fulfilled, and paid for electronically. The in-place software is fully meeting the needs of the City, so an annual renewal is recommended.

Pricing for this renewal is provided by the existing provider, CivicPlus. The cost of this software renewal was planned for and budgeted under the 2026 budget. The invoice will be charged equally to line items 10-410-0114-53312 and 10-420-0211-53312.

REVIEWED BY LEGAL? ☐ Yes ☒ No

RECOMMENDED ACTION: Staff recommends award of Bid #25-26 to CivicPlus in an amount not to exceed \$9,710.15.

of attachments 2

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-111783-1
11/7/2025 9:43 AM
CAÑON CITY,
COLORADO

QTY	DESCRIPTION
1.00	FOIA Workflow Platform - Standard
1.00	Year 1 Annual Fee Discount
Annual Recurring Services - Initial Term	
USD 9,710.15	
Annual Recurring Services - (Subject to Uplift)	
USD 11,097.32	

1. This renewal Statement of Work ("SOW") is between City of Canon City, CO ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 1/1/2026 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-111783-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

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IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

1/27/2026

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:



Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Purchasing Policy Exemption Approval Form (Sole Source or Professional Services Exemption)	
Date: 01/27/2026	Bid #: 2577 -26
Form Submitted By: Title/Department:	Aleizja C. Owens Information Technology
Description of Goods or Services to Be Procured:	
Annual renewal for NextRequest (online records request software and website).	
Requested Professional or Sole Source Provider and Grounds:	
NestRequest is an in-place software system utilized by the PD Records Dept. and City Clerk's office for receiving and responding to records requests electronically. As the software is pre-existing, an annual software renewal is requested.	
Basis for Exemption from Purchasing Policy:	
The vendor is the original software supplier. Renewal of existing software that is utilized by multiple departments.	
Purchasing Manager Recommendation/Signature: <i>Approved</i>	 Purchasing Manager Date: 2/4/26
	 <input checked="" type="checkbox"/> City Manager or Designee <input type="checkbox"/> Finance Date: 2/4/26



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Aleizja C. Owens

DATE: 02/16/2026

RE: Bid #27-26: GIS Software

SUMMARY: *

Bid #27-26 is for a contract renewal of the City's Geographic Information Software (GIS) software platform (ESRI) in use city-wide. This platform allows the City to create and maintain GIS databases and maps which are utilized in a variety of ways by many different departments and the community. This platform also integrates with many other software systems for asset tracking, permitting, and more.

Renewing the contract with ESRI will also upgrade the current licensing structure to a cloud-based platform. This licensing change results in an approximate \$3,000 increase in annual cost for ESRI services. However, this will enable the GIS system to be upgraded to the newest version and reduce the impact on IT resources necessary to maintain, update, and secure the on-premises system. In addition, the cloud-based model increases available user licenses and functionality.

Pricing for this renewal is provided by the existing provider, ESRI, as a 3-year agreement and is subject to annual appropriation. The cost of this software renewal was planned for and budgeted under the 2026 budget. The invoice will be split and charged to the software titles of multiple funds:

10-410-0155-53312: \$8,800

20-450-0522-53312: \$2,400

50-430-0913-53312: \$2,400

55-430-0955-53312: \$2,400

REVIEWED BY LEGAL? ☒ **Yes** ☐ **No**

RECOMMENDED ACTION: Staff recommends award of Bid #27-26 to ESRI in an amount not to exceed \$16,000 in 2026, with an option to renew for two additional years.

of attachments 2



Purchasing Policy Exemption Approval Form (Sole Source or Professional Services Exemption)	
Date: 02/05/2026	Bid #: 27-26
Form Submitted By: Title/Department:	Aleizja C. Owens Information Technology
Description of Goods or Services to Be Procured:	
Contract renewal for ESRI GIS services.	
Requested Professional or Sole Source Provider and Grounds:	
ESRI is the GIS platform in use City-wide by many departments. There are also many existing integrations between the ESRI platform and other softwares in use in the City. Due to the heavy utilization and preexisting nature of ESRI services, contract renewal with ESRI is requested.	
Basis for Exemption from Purchasing Policy:	
The vendor is the original software supplier. Renewal of a three year contract for software that is utilized by multiple departments.	
Purchasing Manager Recommendation/Signature: Approve	Dana Whitney _____ Purchasing Manager Date: 02/05/2026 _____
	<input checked="" type="checkbox"/> City Manager or Designee <input type="checkbox"/> Finance Date: 2/5/26 _____



Quotation # Q-542509

Date: January 6, 2026

Customer # 148635 Contract #

City of Canon City
Administration Office
128 Main St
Canon City, CO 81212-3728

ATTENTION: Aleizja Owen
PHONE: (719) 276-5261
EMAIL: acowens@canoncity.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 9/2/2025 To: 3/1/2026

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$16,000.00	\$16,000.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$18,300.00	\$18,300.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
Subtotal:				\$54,900.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$54,900.00

This quote is subject to the stepped pricing for the small government cloud enterprise agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Kahlil Flowers

Email:

kflowers@esri.com

Phone:

(909) 793-2853 x7464

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FLOWERSK

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-542509

Date: January 6, 2026

Customer # 148635 Contract #

City of Canon City
Administration Office
128 Main St
Canon City, CO 81212-3728

ATTENTION: Aleizja Owen
PHONE: (719) 276-5261
EMAIL: acowens@canoncity.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 9/2/2025 To: 3/1/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Kahlil Flowers

Email:

kflowers@esri.com

Phone:

(909) 793-2853 x7464

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FLOWERSK

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 LOCAL GOVERNMENT CLOUD-BASED
 (E214-7)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Online User Types ArcGIS Online Viewer User Types	
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8
ArcGIS Online Mobile Worker User Type	25	ArcGIS Online Service Credits	10,000
ArcGIS Online Creator User Type	25		
ArcGIS Online Professional User Type	8		
ArcGIS Online Professional Plus User Type	8		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council
FROM: Ryan Stevens, City Administrator
PREPARED BY: Tammy J. Nordyke
DATE: 02/16/2026
RE: Monthly Budget Summary - December 2025

SUMMARY: * Preliminary, Unaudited Monthly Budget to Actual Summary by Fund through December 31, 2025.

REVIEWED BY LEGAL? ☐ Yes ☒ No

RECOMMENDED ACTION: Receive and File

of attachments 1

General Fund
Revenue and Expenditures
December 2025 / Fiscal Year 100% Complete



Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
General Government					
Unassigned					
Taxes	1,775,604.51	10,495,103.32	11,781,870.00	1,286,766.68	89.08
Other Taxes	39,611.12	448,481.89	455,000.00	6,518.11	98.57
Intergovernmental	11,517.92	52,256.36	97,515.00	45,258.64	53.59
Grants	0.00	0.00	827,500.00	827,500.00	0.00
Fees & Charges for Services	0.00	166.50	1,000.00	833.50	16.65
Fines & Penalty	559.45	496.77	6,000.00	5,503.23	8.28
Lease & Rental Income	563,936.12	705,884.36	890,000.00	184,115.64	79.31
Investment Income	44,140.00	476,343.35	450,000.00	-26,343.35	105.85
Other Resources	9,640.10	104,895.63	20,000.00	-84,895.63	524.48
Transfers	133,124.00	1,597,488.00	1,597,484.00	-4.00	100.00
Unassigned	2,578,133.22	13,881,116.18	16,126,369.00	2,245,252.82	86.08
City Clerk					
Licenses & Permits	2,836.25	17,998.75	15,000.00	-2,998.75	119.99
City Clerk	2,836.25	17,998.75	15,000.00	-2,998.75	119.99
Municipal Court					
Fees & Charges for Services	440.00	3,960.80	5,000.00	1,039.20	79.22
Municipal Court	440.00	3,960.80	5,000.00	1,039.20	79.22
Finance					
Fees & Charges for Services	161.87	418.11	500.00	81.89	83.62
Finance	161.87	418.11	500.00	81.89	83.62
Building Department					
Licenses & Permits	47,920.74	351,860.10	350,000.00	-1,860.10	100.53

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Fees & Charges for Services	<u>945.84</u>	<u>16,368.68</u>	<u>59,000.00</u>	<u>42,631.32</u>	<u>27.74</u>
Building Departmet	48,866.58	368,228.78	409,000.00	40,771.22	90.03
Planning & Zoning					
Licenses & Permits	<u>1,066.00</u>	<u>9,000.00</u>	<u>12,000.00</u>	<u>3,000.00</u>	<u>75.00</u>
Planning & Zoning	1,066.00	9,000.00	12,000.00	3,000.00	75.00
Economic Development					
Grants	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>	<u>-2,500.00</u>	<u>0.00</u>
Economic Development	0.00	2,500.00	0.00	-2,500.00	0.00
General Government	2,631,503.92	14,283,222.62	16,567,869.00	2,284,646.38	86.21
Public Safety					
Unassigned					
Other Resources	<u>0.00</u>	<u>150,375.00</u>	<u>150,000.00</u>	<u>-375.00</u>	<u>100.25</u>
Unassigned	0.00	150,375.00	150,000.00	-375.00	100.25
Law Enforcement Support & Admin					
Licenses & Permits	250.00	4,550.00	6,000.00	1,450.00	75.83
Grants	0.00	38,473.64	33,280.00	-5,193.64	115.61
Donations	0.00	2,000.00	3,000.00	1,000.00	66.67
Fees & Charges for Services	3,119.92	7,320.95	2,000.00	-5,320.95	366.05
Fines & Penalty	<u>1,231.68</u>	<u>12,018.18</u>	<u>11,500.00</u>	<u>-518.18</u>	<u>104.51</u>
Law Enforcement Support & Admin	4,601.60	64,362.77	55,780.00	-8,582.77	115.39
Law Enforcement Operations					
Grants	4,058.43	19,770.42	21,329.00	1,558.58	92.69
Donations	2,500.00	2,700.08	10,500.00	7,799.92	25.72
Fees & Charges for Services	9,817.50	72,615.95	95,440.00	22,824.05	76.09
Fines & Penalty	<u>4,760.93</u>	<u>34,831.66</u>	<u>50,000.00</u>	<u>15,168.34</u>	<u>69.66</u>
Law Enforcement Operations	21,136.86	129,918.11	177,269.00	47,350.89	73.29
COPS Grant Program					
Grants	<u>0.00</u>	<u>89,332.08</u>	<u>208,335.00</u>	<u>119,002.92</u>	<u>42.88</u>

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
COPS Grant Program	0.00	89,332.08	208,335.00	119,002.92	42.88
School Resource Program					
Intergovernmental	<u>42,360.85</u>	<u>173,439.28</u>	<u>278,400.00</u>	<u>104,960.72</u>	<u>62.30</u>
School Resource Program	42,360.85	173,439.28	278,400.00	104,960.72	62.30
Co-Responder Program					
Grants	<u>20,321.16</u>	<u>105,567.28</u>	<u>230,000.00</u>	<u>124,432.72</u>	<u>45.90</u>
Co-Responder Program	20,321.16	105,567.28	230,000.00	124,432.72	45.90
Public Safety	88,420.47	712,994.52	1,099,784.00	386,789.48	64.83
Public Works					
Unassigned					
Other Resources	<u>0.00</u>	<u>3,650.01</u>	<u>0.00</u>	<u>-3,650.01</u>	<u>0.00</u>
Unassigned	0.00	3,650.01	0.00	-3,650.01	0.00
Fleet Maintenance					
Other Resources	<u>624.91</u>	<u>8,204.41</u>	<u>7,000.00</u>	<u>-1,204.41</u>	<u>117.21</u>
Fleet Maintenance	624.91	8,204.41	7,000.00	-1,204.41	117.21
Streets					
Other Taxes	125,832.86	861,679.46	760,000.00	-101,679.46	113.38
Fees & Charges for Services	8,453.89	118,228.04	45,000.00	-73,228.04	262.73
Lease & Rental Income	0.00	7,250.00	7,250.00	0.00	100.00
Transfers	<u>1,250.00</u>	<u>15,000.00</u>	<u>15,000.00</u>	<u>0.00</u>	<u>100.00</u>
Streets	135,536.75	1,002,157.50	827,250.00	-174,907.50	121.14
Engineering					
Licenses & Permits	1,000.00	167,000.00	2,000.00	-165,000.00	8,350.00
Intergovernmental	0.00	194.77	0.00	-194.77	0.00
Fees & Charges for Services	<u>4,101.00</u>	<u>97,836.24</u>	<u>1,500.00</u>	<u>-96,336.24</u>	<u>6,522.42</u>
Engineering	5,101.00	265,031.01	3,500.00	-261,531.01	7,572.31
Public Works	141,262.66	1,279,042.93	837,750.00	-441,292.93	152.68
Culture and Recreation					

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Library					
Fees & Charges for Services	930.90	11,505.37	7,500.00	-4,005.37	153.40
Fines & Penalty	<u>39.95</u>	<u>751.10</u>	<u>1,250.00</u>	<u>498.90</u>	<u>60.09</u>
Library	970.85	12,256.47	8,750.00	-3,506.47	140.07
Museum					
Grants	9,515.00	10,070.00	82,000.00	71,930.00	12.28
Fees & Charges for Services	137.00	891.35	820.00	-71.35	108.70
Fines & Penalty	<u>100.00</u>	<u>1,182.25</u>	<u>200.00</u>	<u>-982.25</u>	<u>591.13</u>
Museum	9,752.00	12,143.60	83,020.00	70,876.40	14.63
Culture and Recreation	10,722.85	24,400.07	91,770.00	67,369.93	26.59
Revenue	2,871,909.90	16,299,660.14	18,597,173.00	2,297,512.86	87.65
Expense					
General Government					
City Council					
Personnel Services	5,906.28	59,068.83	62,200.00	3,131.17	94.97
Supplies & Materials	876.37	1,529.76	6,450.00	4,920.24	23.72
Purchased Services	895.70	17,253.12	22,500.00	5,246.88	76.68
Program Expenses (Dept. Specific)	<u>700.00</u>	<u>4,700.00</u>	<u>6,000.00</u>	<u>1,300.00</u>	<u>78.33</u>
City Council	8,378.35	82,551.71	97,150.00	14,598.29	84.97
City Clerk					
Personnel Services	12,460.18	116,554.63	117,300.00	745.37	99.36
Supplies & Materials	82.48	3,677.77	6,500.00	2,822.23	56.58
Purchased Services	4,429.65	28,641.30	55,400.00	26,758.70	51.70
Utilities	<u>31.00</u>	<u>342.16</u>	<u>600.00</u>	<u>257.84</u>	<u>57.03</u>
City Clerk	17,003.31	149,215.86	179,800.00	30,584.14	82.99
Elections					
Supplies & Materials	0.00	19.98	500.00	480.02	4.00
Purchased Services	<u>24,365.47</u>	<u>24,520.27</u>	<u>20,300.00</u>	<u>-4,220.27</u>	<u>120.79</u>
Elections	24,365.47	24,540.25	20,800.00	-3,740.25	117.98
Municipal Court					
Personnel Services	26,995.57	259,831.64	335,150.00	75,318.36	77.53
Supplies & Materials	448.26	1,939.31	4,550.00	2,610.69	42.62

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Purchased Services	<u>674.50</u>	<u>41,486.66</u>	<u>52,370.00</u>	<u>10,883.34</u>	<u>79.22</u>
Municipal Court	28,118.33	303,257.61	392,070.00	88,812.39	77.35
City Administrator					
Personnel Services	34,911.60	266,981.32	404,756.00	137,774.68	65.96
Supplies & Materials	266.49	1,155.08	8,500.00	7,344.92	13.59
Purchased Services	0.00	7,293.32	35,400.00	28,106.68	20.60
Program Expenses (Dept. Specific)	0.00	15,000.00	50,000.00	35,000.00	30.00
Utilities	<u>62.00</u>	<u>684.31</u>	<u>1,200.00</u>	<u>515.69</u>	<u>57.03</u>
City Administrator	35,240.09	291,114.03	499,856.00	208,741.97	58.24
Public Information Department					
Personnel Services	17,231.80	108,465.13	81,000.00	-27,465.13	133.91
Supplies & Materials	0.00	239.75	300.00	60.25	79.92
Purchased Services	642.98	9,412.92	23,020.00	13,607.08	40.89
Utilities	<u>62.00</u>	<u>467.13</u>	<u>600.00</u>	<u>132.87</u>	<u>77.86</u>
Public Information Department	17,936.78	118,584.93	104,920.00	-13,664.93	113.02
Human Resources					
Personnel Services	27,980.03	244,109.14	293,750.00	49,640.86	83.10
Supplies & Materials	918.90	10,656.26	12,600.00	1,943.74	84.57
Purchased Services	12,570.94	111,043.69	87,141.00	-23,902.69	127.43
Program Expenses (Dept. Specific)	2,987.51	10,585.95	15,000.00	4,414.05	70.57
Utilities	<u>31.00</u>	<u>342.16</u>	<u>600.00</u>	<u>257.84</u>	<u>57.03</u>
Human Resources	44,488.38	376,737.20	409,091.00	32,353.80	92.09
Computer Resources					
Personnel Services	30,750.98	302,989.74	297,600.00	-5,389.74	101.81
Supplies & Materials	2,363.86	65,101.38	79,800.00	14,698.62	81.58
Purchased Services	2,693.31	207,957.11	319,300.00	111,342.89	65.13
Program Expenses (Dept. Specific)	1,015.00	14,636.27	15,700.00	1,063.73	93.22
Utilities	3,084.14	55,517.23	58,400.00	2,882.77	95.06
Capital Outlay	<u>95,438.06</u>	<u>95,438.06</u>	<u>100,000.00</u>	<u>4,561.94</u>	<u>95.44</u>
Computer Resources	135,345.35	741,639.79	870,800.00	129,160.21	85.17
Facilities Maintenance					
Personnel Services	16,799.58	177,503.42	222,285.00	44,781.58	79.85
Supplies & Materials	3,272.25	30,279.92	32,750.00	2,470.08	92.46
Purchased Services	17,129.67	167,208.31	170,600.00	3,391.69	98.01

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Program Expenses (Dept. Specific)	988.31	4,695.59	10,000.00	5,304.41	46.96
Utilities	25,022.03	162,236.57	251,450.00	89,213.43	64.52
Capital Outlay	<u>11,800.00</u>	<u>214,957.13</u>	<u>919,200.00</u>	<u>704,242.87</u>	<u>23.39</u>
Facilities Maintenance	75,011.84	756,880.94	1,606,285.00	849,404.06	47.12
Finance					
Personnel Services	58,602.83	591,548.98	578,980.00	-12,568.98	102.17
Supplies & Materials	43.75	2,789.44	8,500.00	5,710.56	32.82
Purchased Services	7,949.02	43,461.21	95,800.00	52,338.79	45.37
Program Expenses (Dept. Specific)	192.85	14,242.05	16,000.00	1,757.95	89.01
Utilities	<u>62.00</u>	<u>684.31</u>	<u>1,200.00</u>	<u>515.69</u>	<u>57.03</u>
Finance	66,850.45	652,725.99	700,480.00	47,754.01	93.18
Non-departmental					
Personnel Services	0.00	639.09	134,500.00	133,860.91	0.48
Supplies & Materials	284.77	12,915.35	16,000.00	3,084.65	80.72
Purchased Services	126,216.59	1,002,786.84	1,205,000.00	202,213.16	83.22
Program Expenses (Dept. Specific)	20,093.52	402,805.70	925,980.00	523,174.30	43.50
Grants	25,876.98	76,384.48	300,000.00	223,615.52	25.46
Transfers	<u>12,667.00</u>	<u>575,658.26</u>	<u>1,522,647.00</u>	<u>946,988.74</u>	<u>37.81</u>
Non-departmental	185,138.86	2,071,189.72	4,104,127.00	2,032,937.28	50.47
Building Departmet					
Personnel Services	26,686.00	258,597.97	386,294.00	127,696.03	66.94
Supplies & Materials	127.50	2,645.08	20,900.00	18,254.92	12.66
Purchased Services	0.00	2,440.05	16,600.00	14,159.95	14.70
Program Expenses (Dept. Specific)	0.00	0.00	50,000.00	50,000.00	0.00
Utilities	<u>70.06</u>	<u>765.21</u>	<u>3,000.00</u>	<u>2,234.79</u>	<u>25.51</u>
Building Departmet	26,883.56	264,448.31	476,794.00	212,345.69	55.46
Planning & Zoning					
Personnel Services	13,254.61	128,632.55	125,325.00	-3,307.55	102.64
Supplies & Materials	0.00	549.44	5,400.00	4,850.56	10.17
Purchased Services	0.00	836.87	15,950.00	15,113.13	5.25
Utilities	<u>31.00</u>	<u>342.16</u>	<u>1,200.00</u>	<u>857.84</u>	<u>28.51</u>
Planning & Zoning	13,285.61	130,361.02	147,875.00	17,513.98	88.16
Economic Development					
Personnel Services	23,910.96	286,052.26	314,400.00	28,347.74	90.98

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Supplies & Materials	0.00	22.02	2,500.00	2,477.98	0.88
Purchased Services	5,799.91	77,853.29	167,320.00	89,466.71	46.53
Utilities	62.00	979.56	1,800.00	820.44	54.42
Grants	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>	<u>-2,500.00</u>	<u>0.00</u>
Economic Development	29,772.87	367,407.13	486,020.00	118,612.87	75.60
General Government	707,819.25	6,330,654.49	10,096,068.00	3,765,413.51	62.70
Public Safety					
Law Enforcement Support & Admin					
Personnel Services	258,667.32	2,652,541.14	3,033,280.00	380,738.86	87.45
Supplies & Materials	10,075.37	89,986.33	141,057.00	51,070.67	63.79
Purchased Services	23,319.69	394,671.32	619,612.00	224,940.68	63.70
Program Expenses (Dept. Specific)	7,848.00	880,647.40	1,067,875.00	187,227.60	82.47
Utilities	3,346.33	34,323.92	60,000.00	25,676.08	57.21
Debt Service	13,300.99	71,604.61	59,704.00	-11,900.61	119.93
Grants	0.00	0.00	33,280.00	33,280.00	0.00
Capital Outlay	<u>77,590.00</u>	<u>81,730.00</u>	<u>130,000.00</u>	<u>48,270.00</u>	<u>62.87</u>
Law Enforcement Support & Admin	394,147.70	4,205,504.72	5,144,808.00	939,303.28	81.74
Law Enforcement Operations					
Personnel Services	277,471.47	2,697,836.98	2,917,491.00	219,654.02	92.47
Supplies & Materials	24,649.38	241,416.88	323,160.00	81,743.12	74.71
Purchased Services	9,081.63	48,556.98	99,652.00	51,095.02	48.73
Program Expenses (Dept. Specific)	807.98	69,300.35	112,300.00	42,999.65	61.71
Debt Service	0.00	228,670.04	218,084.00	-10,586.04	104.85
Grants	-1,318.55	17,581.45	6,329.00	-11,252.45	277.79
Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>65,000.00</u>	<u>65,000.00</u>	<u>0.00</u>
Law Enforcement Operations	310,691.91	3,303,362.68	3,742,016.00	438,653.32	88.28
COPS Grant Program					
Personnel Services	<u>48,890.58</u>	<u>459,330.38</u>	<u>466,400.00</u>	<u>7,069.62</u>	<u>98.48</u>
COPS Grant Program	48,890.58	459,330.38	466,400.00	7,069.62	98.48
School Resource Program					
Personnel Services	21,390.29	226,424.53	326,950.00	100,525.47	69.25
Supplies & Materials	232.60	2,080.60	11,600.00	9,519.40	17.94
Purchased Services	<u>0.00</u>	<u>5,833.52</u>	<u>14,000.00</u>	<u>8,166.48</u>	<u>41.67</u>
School Resource Program	21,622.89	234,338.65	352,550.00	118,211.35	66.47

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Co-Responder Program					
Personnel Services	12,864.64	86,887.79	180,900.00	94,012.21	48.03
Supplies & Materials	208.23	21,167.73	9,100.00	-12,067.73	232.61
Purchased Services	5,877.00	32,365.82	38,500.00	6,134.18	84.07
Utilities	<u>31.00</u>	<u>311.91</u>	<u>1,200.00</u>	<u>888.09</u>	<u>25.99</u>
Co-Responder Program	18,980.87	140,733.25	229,700.00	88,966.75	61.27
Public Safety	794,333.95	8,343,269.68	9,935,474.00	1,592,204.32	83.97
Public Works					
Fleet Maintenance					
Personnel Services	27,803.59	269,836.53	200,935.00	-68,901.53	134.29
Supplies & Materials	1,791.87	9,224.17	17,800.00	8,575.83	51.82
Purchased Services	50.65	12,966.95	18,000.00	5,033.05	72.04
Program Expenses (Dept. Specific)	0.00	2,129.75	6,000.00	3,870.25	35.50
Utilities	1,364.36	9,164.62	15,850.00	6,685.38	57.82
Capital Outlay	<u>0.00</u>	<u>9,435.00</u>	<u>6,500.00</u>	<u>-2,935.00</u>	<u>145.15</u>
Fleet Maintenance	31,010.47	312,757.02	265,085.00	-47,672.02	117.98
Streets					
Personnel Services	107,006.92	1,078,707.60	1,180,025.00	101,317.40	91.41
Supplies & Materials	9,607.99	157,899.14	253,600.00	95,700.86	62.26
Purchased Services	3,823.09	42,362.65	39,350.00	-3,012.65	107.66
Program Expenses (Dept. Specific)	0.00	6,943.39	92,000.00	85,056.61	7.55
Utilities	20,858.06	117,299.85	194,350.00	77,050.15	60.35
Debt Service	0.00	114,119.40	114,123.00	3.60	100.00
Capital Outlay	<u>0.00</u>	<u>368,745.09</u>	<u>412,781.00</u>	<u>44,035.91</u>	<u>89.33</u>
Streets	141,296.06	1,886,077.12	2,286,229.00	400,151.88	82.50
Engineering					
Personnel Services	56,493.30	562,354.88	515,875.00	-46,479.88	109.01
Supplies & Materials	753.64	6,884.47	22,250.00	15,365.53	30.94
Purchased Services	4,905.74	37,041.34	66,450.00	29,408.66	55.74
Program Expenses (Dept. Specific)	7,146.19	32,266.85	60,000.00	27,733.15	53.78
Utilities	<u>292.42</u>	<u>3,597.01</u>	<u>5,400.00</u>	<u>1,802.99</u>	<u>66.61</u>
Engineering	69,591.29	642,144.55	669,975.00	27,830.45	95.85
Public Works Projects					
Program Expenses (Dept. Specific)	2,000.00	1,003,465.48	1,614,000.00	610,534.52	62.17
Capital Outlay	0.00	0.00	50,000.00	50,000.00	0.00

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Public Works Projects	2,000.00	1,003,465.48	1,664,000.00	660,534.52	60.30
Public Works	243,897.82	3,844,444.17	4,885,289.00	1,040,844.83	78.69
Culture and Recreation					
Library					
Personnel Services	75,542.26	723,165.97	769,750.00	46,584.03	93.95
Supplies & Materials	1,028.56	12,128.15	16,200.00	4,071.85	74.87
Purchased Services	0.00	32,726.32	46,800.00	14,073.68	69.93
Program Expenses (Dept. Specific)	<u>3,882.35</u>	<u>38,410.97</u>	<u>42,000.00</u>	<u>3,589.03</u>	<u>91.45</u>
Library	80,453.17	806,431.41	874,750.00	68,318.59	92.19
Museum					
Personnel Services	32,857.12	381,041.39	408,625.00	27,583.61	93.25
Supplies & Materials	384.82	8,422.21	11,950.00	3,527.79	70.48
Purchased Services	0.00	12,369.86	16,908.00	4,538.14	73.16
Program Expenses (Dept. Specific)	570.00	1,075.20	9,950.00	8,874.80	10.81
Grants	<u>7,687.50</u>	<u>13,846.57</u>	<u>82,000.00</u>	<u>68,153.43</u>	<u>16.89</u>
Museum	41,499.44	416,755.23	529,433.00	112,677.77	78.72
Culture and Recreation Projects					
Capital Outlay	<u>0.00</u>	<u>2,943.36</u>	<u>55,000.00</u>	<u>52,056.64</u>	<u>5.35</u>
Culture and Recreation Projects	0.00	2,943.36	55,000.00	52,056.64	5.35
Culture and Recreation	121,952.61	1,226,130.00	1,459,183.00	233,053.00	84.03
Expense	1,868,003.63	19,744,498.34	26,376,014.00	6,631,515.66	74.86

Park Improvement Fund
Revenue and Expenditures
December 2025 / Fiscal Year 100% Complete



Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
Parks					
Grants	0.00	0.00	150,000.00	150,000.00	0.00
Donations	0.00	2,000.00	0.00	-2,000.00	0.00
Fees & Charges for Services	8,480.00	125,989.87	130,500.00	4,510.13	96.54
Fines & Penalty	40.00	200.00	0.00	-200.00	0.00
Lease & Rental Income	187,873.43	2,117,975.46	2,204,400.00	86,424.54	96.08
Investment Income	3,654.02	59,228.41	30,000.00	-29,228.41	197.43
Other Resources	<u>0.00</u>	<u>23,945.28</u>	<u>0.00</u>	<u>-23,945.28</u>	<u>0.00</u>
Parks	200,047.45	2,329,339.02	2,514,900.00	185,560.98	92.62
Expense					
Parks					
Personnel Services	143,386.52	1,437,060.17	1,715,925.00	278,864.83	83.75
Supplies & Materials	13,341.81	165,943.30	280,700.00	114,756.70	59.12
Purchased Services	13,940.76	263,195.16	327,700.00	64,504.84	80.32
Program Expenses (Dept. Specific)	0.00	0.00	15,000.00	15,000.00	0.00
Utilities	27,003.85	234,956.78	286,600.00	51,643.22	81.98
Grants	4,350.00	17,250.00	0.00	-17,250.00	0.00
Transfers	0.00	402,168.54	375,000.00	-27,168.54	107.24
Capital Outlay	<u>99,878.12</u>	<u>207,993.21</u>	<u>628,000.00</u>	<u>420,006.79</u>	<u>33.12</u>
Parks	301,901.06	2,728,567.16	3,628,925.00	900,357.84	75.19

Streets Construction Fund
Revenue and Expenditures
December 2025 / Fiscal Year 100% Complete



Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
Unassigned					
Taxes	<u>845,964.02</u>	<u>4,805,814.12</u>	<u>5,407,500.00</u>	<u>601,685.88</u>	<u>88.87</u>
Unassigned	845,964.02	4,805,814.12	5,407,500.00	601,685.88	88.87
Streets					
Fines & Penalty	-7.86	-622.10	5,000.00	5,622.10	-12.44
Investment Income	<u>24,225.67</u>	<u>295,780.51</u>	<u>225,000.00</u>	<u>-70,780.51</u>	<u>131.46</u>
Streets	24,217.81	295,158.41	230,000.00	-65,158.41	128.33
Revenue	870,181.83	5,100,972.53	5,637,500.00	536,527.47	90.48
Expense					
Public Works Projects					
Debt Service	4,185.79	53,554.51	685,556.00	632,001.49	7.81
Capital Outlay	<u>169,562.81</u>	<u>4,948,705.41</u>	<u>7,303,842.00</u>	<u>2,355,136.59</u>	<u>67.75</u>
Public Works Projects	173,748.60	5,002,259.92	7,989,398.00	2,987,138.08	62.61
Expense	173,748.60	5,002,259.92	7,989,398.00	2,987,138.08	62.61

Pool Tax Construction Fund
Revenue and Expenditure
December 2025 /Fiscal Year 100% Complete



Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
Unassigned					
Taxes	252,693.85	1,435,924.71	1,566,000.00	130,075.29	91.69
Fines & Penalty	0.00	11.74	1,500.00	1,488.26	0.78
Investment Income	<u>1,089.22</u>	<u>9,476.02</u>	<u>10,000.00</u>	<u>523.98</u>	<u>94.76</u>
Unassigned	253,783.07	1,445,412.47	1,577,500.00	132,087.53	91.63
Revenue	253,783.07	1,445,412.47	1,577,500.00	132,087.53	91.63
Expense					
Unassigned					
Program Expenses (Dept. Specific)	<u>221,986.71</u>	<u>742,701.89</u>	<u>1,577,500.00</u>	<u>834,798.11</u>	<u>47.08</u>
Unassigned	221,986.71	742,701.89	1,577,500.00	834,798.11	47.08
Expense	221,986.71	742,701.89	1,577,500.00	834,798.11	47.08

Water Fund
Revenue and Expenditures
December 2025 / Fiscal year 100% Complete



Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
Unassigned					
Fees & Charges for Services	563,585.20	8,685,922.89	7,371,300.00	-1,314,622.89	117.83
Fines & Penalty	12,106.55	84,622.74	50,000.00	-34,622.74	169.25
Investment Income	24,967.06	324,801.35	250,000.00	-74,801.35	129.92
Other Resources	0.00	25,244.83	6,057,500.00	6,032,255.17	0.42
Capital Contributions	4,300.00	174,427.66	151,500.00	-22,927.66	115.13
Transfers	<u>0.00</u>	<u>165,004.26</u>	<u>870,647.00</u>	<u>705,642.74</u>	<u>18.95</u>
Unassigned	604,958.81	9,460,023.73	14,750,947.00	5,290,923.27	64.13
Water Projects					
Grants	<u>0.00</u>	<u>6,250.00</u>	<u>500,000.00</u>	<u>493,750.00</u>	<u>1.25</u>
Water Projects	0.00	6,250.00	500,000.00	493,750.00	1.25
Revenue	604,958.81	9,466,273.73	15,250,947.00	5,784,673.27	62.07
Expense					
Unassigned					
Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Unassigned	0.00	0.00	0.00	0.00	0.00
Water Administration					
Personnel Services	42,201.23	518,148.98	828,254.00	310,105.02	62.56
Supplies & Materials	0.00	26.09	1,600.00	1,573.91	1.63
Purchased Services	39,614.95	780,882.75	847,000.00	66,117.25	92.19
Program Expenses (Dept. Specific)	0.00	675.00	10,500.00	9,825.00	6.43
Debt Service	0.00	947,877.82	1,231,862.00	283,984.18	76.95
Transfers	<u>91,874.00</u>	<u>1,102,488.00</u>	<u>1,102,484.00</u>	<u>-4.00</u>	<u>100.00</u>
Water Administration	173,690.18	3,350,098.64	4,021,700.00	671,601.36	83.30

Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Utility Billing					
Personnel Services	13,434.29	141,243.79	141,400.00	156.21	99.89
Supplies & Materials	85.80	1,133.55	1,250.00	116.45	90.68
Purchased Services	<u>17,298.71</u>	<u>148,239.67</u>	<u>269,750.00</u>	<u>121,510.33</u>	<u>54.95</u>
Utility Billing	30,818.80	290,617.01	412,400.00	121,782.99	70.47
Water Treatment					
Personnel Services	117,613.41	1,140,797.75	1,288,800.00	148,002.25	88.52
Supplies & Materials	20,748.17	341,640.19	371,450.00	29,809.81	91.97
Purchased Services	27,292.43	201,163.91	251,450.00	50,286.09	80.00
Utilities	49,682.14	381,705.73	514,300.00	132,594.27	74.22
Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>0.00</u>
Water Treatment	215,336.15	2,065,307.58	2,476,000.00	410,692.42	83.41
Water Distribution					
Personnel Services	113,257.42	1,277,177.31	1,437,300.00	160,122.69	88.86
Supplies & Materials	20,518.50	451,434.22	544,700.00	93,265.78	82.88
Purchased Services	16,169.40	120,645.95	139,950.00	19,304.05	86.21
Utilities	2,394.82	16,371.60	32,100.00	15,728.40	51.00
Capital Outlay	<u>0.00</u>	<u>349,252.68</u>	<u>408,000.00</u>	<u>58,747.32</u>	<u>85.60</u>
Water Distribution	152,340.14	2,214,881.76	2,562,050.00	347,168.24	86.45
Water Projects					
Grants	0.00	9,311.00	500,000.00	490,689.00	1.86
Capital Outlay	<u>87,394.39</u>	<u>627,175.58</u>	<u>8,870,000.00</u>	<u>8,242,824.42</u>	<u>7.07</u>
Water Projects	87,394.39	636,486.58	9,370,000.00	8,733,513.42	6.79
Expense	659,579.66	8,557,391.57	18,842,150.00	10,284,758.43	45.42

Storm Water Utility Fund
Revenue and Expenditures
December 2025 / Fiscal Year 100% Complete



Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
Stormwater Administration					
Grants	0.00	0.00	60,000.00	60,000.00	0.00
Fees & Charges for Services	210,546.06	2,531,069.91	2,516,966.00	-14,103.91	100.56
Fines & Penalty	0.00	3,736.26	7,500.00	3,763.74	49.82
Investment Income	7,829.11	115,736.58	20,000.00	-95,736.58	578.68
Other Resources	0.00	6,272.41	0.00	-6,272.41	0.00
Capital Contributions	2,041.88	33,362.33	41,500.00	8,137.67	80.39
Transfers	<u>12,667.00</u>	<u>152,004.00</u>	<u>152,000.00</u>	<u>-4.00</u>	<u>100.00</u>
Stormwater Administration	233,084.05	2,842,181.49	2,797,966.00	-44,215.49	101.58
Revenue	233,084.05	2,842,181.49	2,797,966.00	-44,215.49	101.58
Expense					
Stormwater Administration					
Personnel Services	27,987.99	383,734.48	454,850.00	71,115.52	84.37
Supplies & Materials	90.90	17,581.70	109,450.00	91,868.30	16.06
Purchased Services	16,450.80	285,200.94	352,000.00	66,799.06	81.02
Utilities	376.58	3,586.09	6,000.00	2,413.91	59.77
Debt Service	0.00	667,642.76	545,124.00	-122,518.76	122.48
Grants	0.00	0.00	120,000.00	120,000.00	0.00
Transfers	41,250.00	495,000.00	495,000.00	0.00	100.00
Capital Outlay	<u>867.28</u>	<u>638,842.70</u>	<u>2,995,000.00</u>	<u>2,356,157.30</u>	<u>21.33</u>
Stormwater Administration	87,023.55	2,491,588.67	5,077,424.00	2,585,835.33	49.07
Expense	87,023.55	2,491,588.67	5,077,424.00	2,585,835.33	49.07

Self Insurance Fund
 Revenue and Expenditures
 December 2025 / Fiscal Year 100% Complete

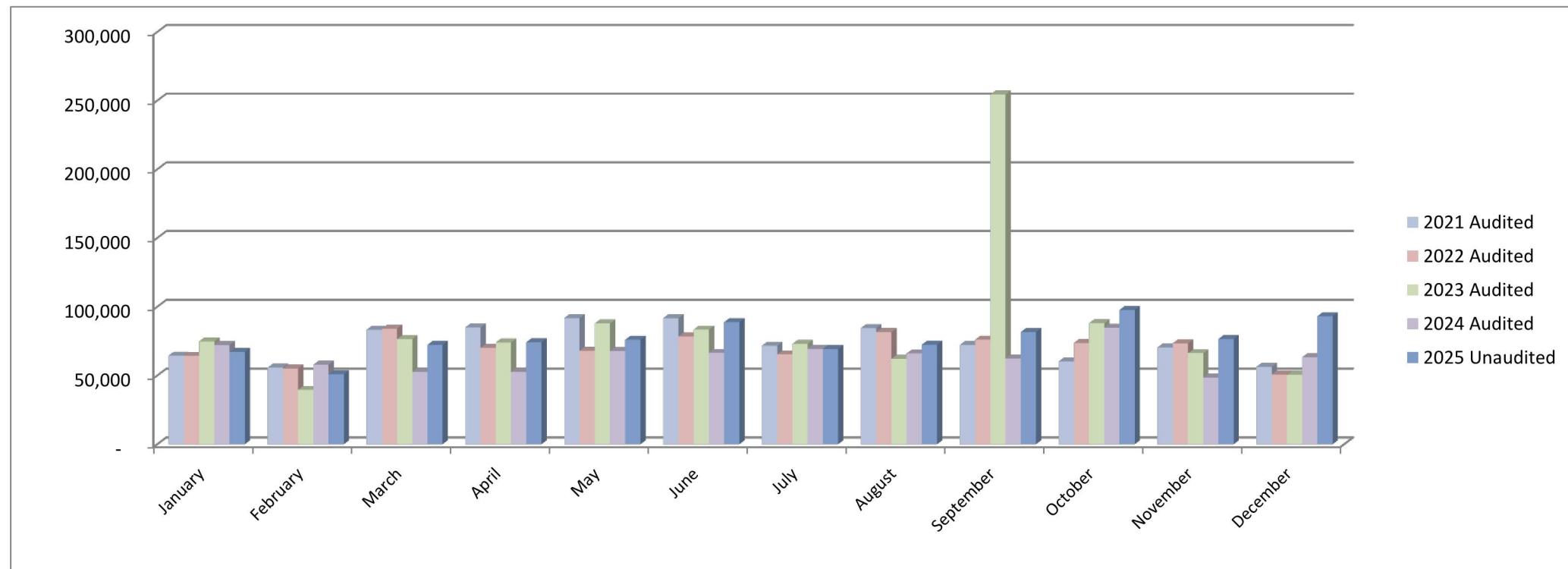


Description	Current Month	YTD Actual	Approved Budget	(Over)Under Budget	Percent Used
Revenue					
Self Insurance Administration					
Fees & Charges for Services	419,900.49	3,432,108.42	3,070,000.00	-362,108.42	111.80
Investment Income	<u>4,697.99</u>	<u>47,499.61</u>	<u>60,000.00</u>	<u>12,500.39</u>	<u>79.17</u>
Self Insurance Administration	424,598.48	3,479,608.03	3,130,000.00	-349,608.03	111.17
Revenue	424,598.48	3,479,608.03	3,130,000.00	-349,608.03	111.17
Expense					
Self Insurance Administration					
Program Expenses (Dept. Specific)	<u>572,638.84</u>	<u>3,636,376.64</u>	<u>3,174,000.00</u>	<u>-462,376.64</u>	<u>114.57</u>
Self Insurance Administration	572,638.84	3,636,376.64	3,174,000.00	-462,376.64	114.57
Expense	572,638.84	3,636,376.64	3,174,000.00	-462,376.64	114.57

City of Canon City, Colorado
Motor Vehicle Tax Collections All Funds
Through December 2025 unaudited

	2021 Audited	2022 Audited	2023 Audited	2024 Audited	2025 Unaudited	2024-2025 Variance	2025 Budget	Budget Variance
January	64,433	64,298	74,817	72,204	67,285	(4,919)	73,603	(6,318)
February	55,687	55,039	39,580	57,748	50,931	(6,816)	58,867	(7,936)
March	83,255	84,052	76,514	52,547	72,356	19,809	53,565	18,790
April	84,987	70,134	73,995	52,547	74,175	21,628	53,565	20,610
May	91,728	68,033	87,795	67,814	76,036	8,222	69,129	6,907
June	91,657	78,381	83,382	66,472	88,818	22,346	67,760	21,058
July	71,697	65,336	73,001	69,418	69,367	(51)	70,763	(1,397)
August	84,468	81,572	61,990	65,995	72,439	6,444	67,274	5,165
September	72,237	76,078	254,354	62,268	81,578	19,310	63,475	18,103
October	60,164	73,724	88,002	84,648	97,608	12,960	86,289	11,320
November	70,496	73,439	66,182	48,430	76,576	28,146	49,369	27,207
December	56,299	50,651	50,455	63,116	93,031	29,915	64,340	28,692
	887,108	840,736	1,030,066	763,207	920,200	156,994	778,000	142,200

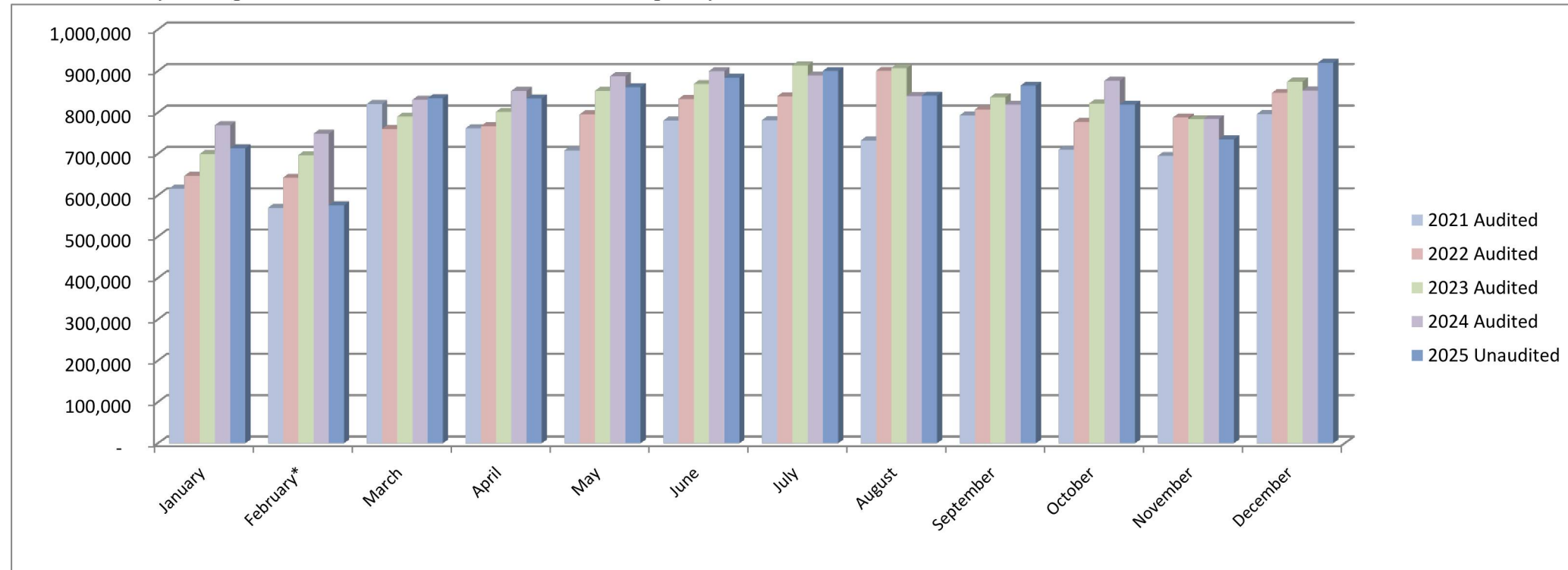
*September 2023 auto tax increase was related to a significant storm from July 2023.



City of Canon City, Colorado
Sales Tax Collections General Fund
Through December 2025 unaudited

	2021 Audited	2022 Audited	2023 Audited	2024 Audited	2025 Unaudited	2024-2025 Variance	2025 Budget	Budget Variance
January	616,043	646,796	699,012	768,621	713,020	(55,601)	784,109	(71,089)
February*	569,303	642,173	696,353	748,063	575,702	(172,361)	763,137	(187,435)
March	820,120	759,664	789,597	830,495	834,113	3,618	847,230	(13,117)
April	761,414	766,278	801,574	851,851	833,673	(18,178)	869,017	(35,344)
May	707,944	795,437	851,777	887,422	860,891	(26,531)	905,305	(44,414)
June	779,764	832,689	868,608	899,717	883,629	(16,088)	917,847	(34,218)
July	780,752	838,840	913,526	889,328	900,030	10,702	907,248	(7,218)
August	732,014	900,273	906,770	839,711	840,533	822	856,632	(16,099)
September	792,963	807,207	836,729	819,050	864,718	45,667	835,554	29,163
October	709,716	776,444	821,575	876,328	819,156	(57,173)	893,987	(74,831)
November	694,817	787,860	783,378	784,030	734,670	(49,360)	799,828	(65,158)
December	796,039	847,362	874,430	852,918	919,887	66,969	870,105	49,782
	8,760,888	9,401,023	9,843,330	10,047,536	9,780,021	(267,514)	10,250,000	(469,979)

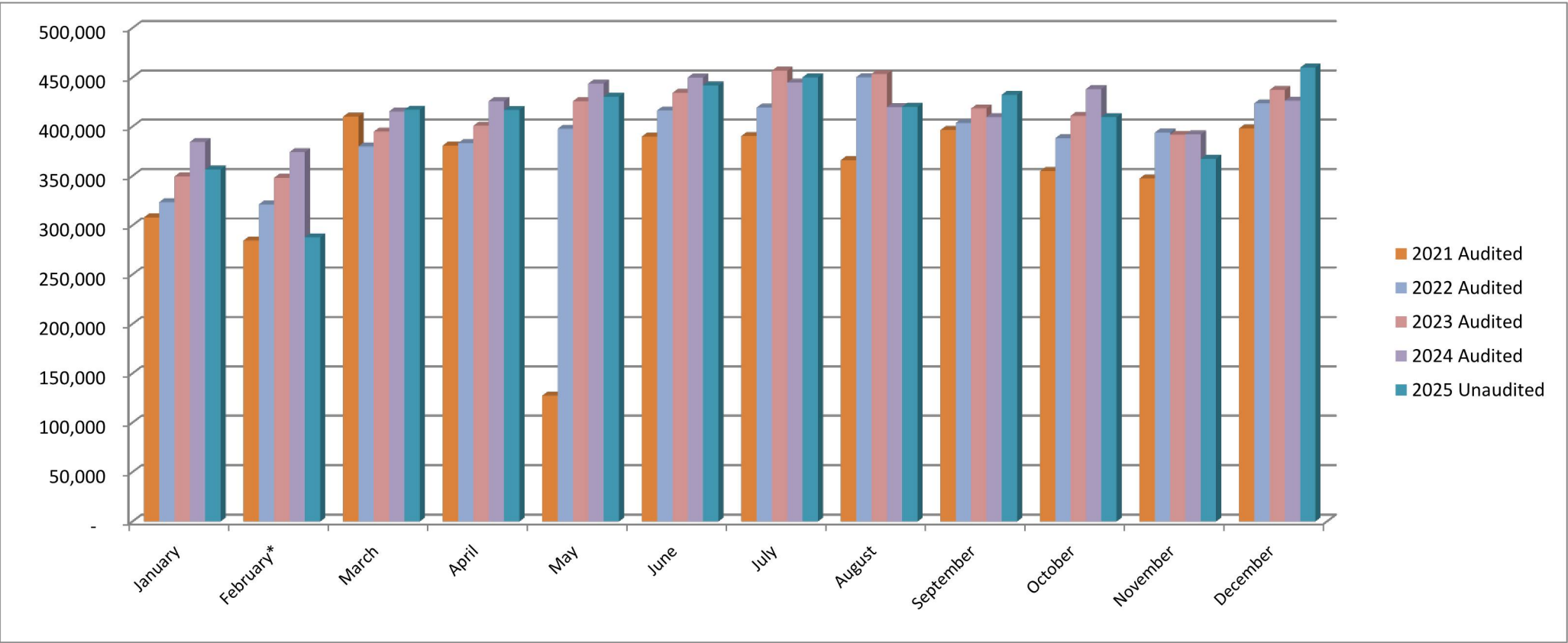
*February and April of 2025 include amended returns from prior years in the amount of \$115,535.98



City of Canon City, Colorado
Sales Tax Collections 2A
Through December 2025 unaudited

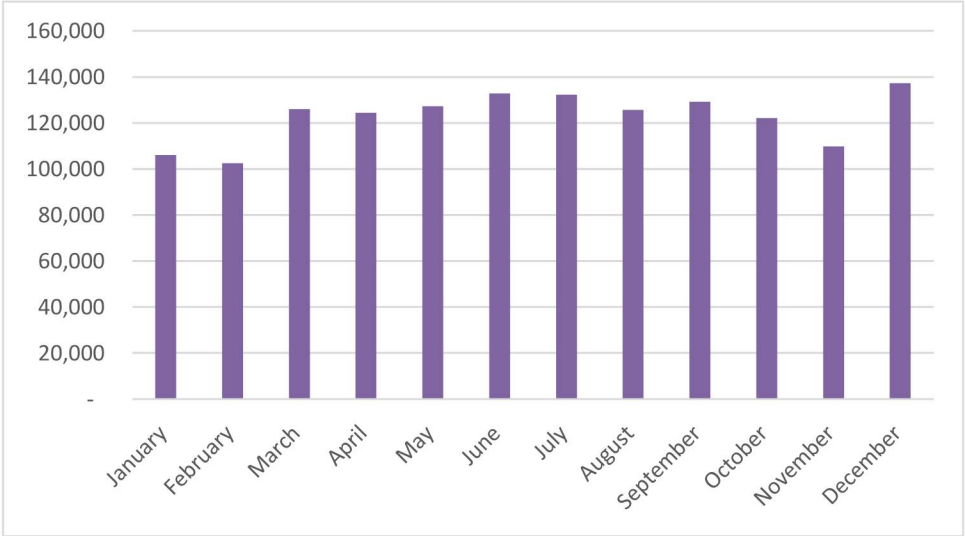
	2021 Audited	2022 Audited	2023 Audited	2024 Audited	2025 Unaudited	2024 - 2025 Variance	2025 Budget	Budget Variance
January	308,021	323,398	349,506	384,310	356,510	(27,800)	392,055	(35,545)
February*	284,651	321,086	348,176	374,031	287,851	(86,180)	381,568	(93,718)
March	410,059	379,832	394,798	415,247	417,057	1,810	423,615	(6,558)
April	380,707	383,138	400,786	425,925	416,836	(9,089)	434,508	(17,672)
May	127,334	397,718	425,888	443,711	430,445	(13,266)	452,652	(22,207)
June	389,881	416,344	434,303	449,858	441,814	(8,044)	458,924	(17,109)
July	390,375	419,420	456,762	444,663	450,015	5,352	453,624	(3,609)
August	366,007	450,136	453,384	419,855	420,267	412	428,316	(8,049)
September	396,481	403,603	418,364	409,524	432,359	22,834	417,777	14,582
October	354,857	388,221	410,787	438,164	409,578	(28,586)	446,993	(37,416)
November	347,408	393,929	391,688	392,014	367,335	(24,679)	399,914	(32,579)
December	398,019	423,680	437,215	426,459	459,944	33,485	435,053	24,891
	4,153,800	4,700,504	4,921,658	5,023,761	4,890,011	(133,750)	5,125,000	(234,989)

*February and April of 2025 include amended returns from prior years in the amount of \$57,767.99



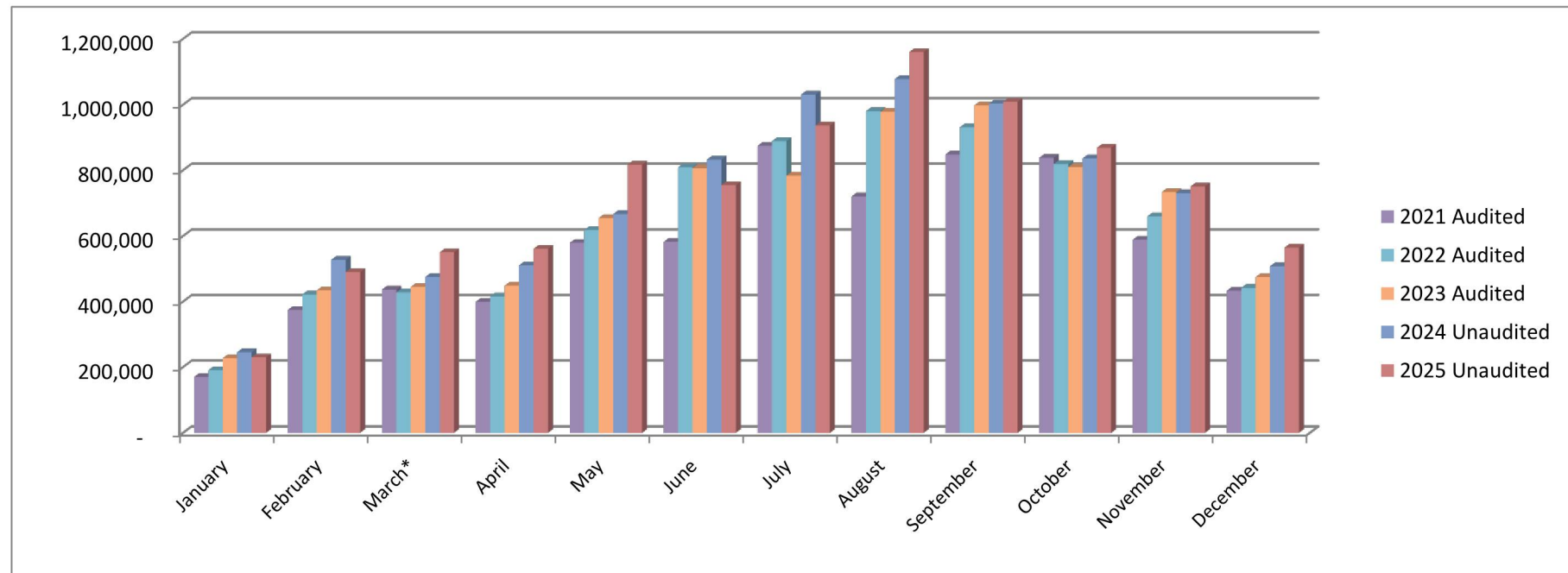
City of Canon City, Colorado
Pool Construction Tax Collections
Through December 2025 unaudited

	2025 Unaudited	2025 Budget	Budget Variance
January	106,102	117,616	(11,514)
February	102,402	114,471	(12,069)
March	126,081	127,084	(1,004)
April	124,361	130,352	(5,991)
May	127,334	135,796	(8,462)
June	132,844	137,677	(4,833)
July	132,294	136,087	(3,794)
August	125,731	128,495	(2,764)
September	129,271	125,333	3,938
October	122,129	134,098	(11,969)
November	109,848	119,974	(10,126)
December	137,199	130,516	6,683
	1,475,595	1,537,500	(61,905)



City of Canon City, Colorado
Water Operating Revenue
Through December 2025 unaudited

	2021 Audited	2022 Audited	2023 Audited	2024 Audited	2025 Unaudited	2024- 2025 Variance	2025 Budget	Budget Variance
January	169,663	190,543	227,228	245,776	229,630	(16,146)	211,964	17,666
February	374,316	421,248	433,542	526,594	489,252	(37,342)	454,149	35,103
March*	436,016	427,427	444,126	474,483	549,364	74,881	409,207	140,157
April	398,950	415,184	447,925	509,709	559,968	50,259	439,587	120,381
May	578,771	617,826	654,278	666,393	816,700	150,307	574,716	241,984
June	581,710	808,478	805,853	831,978	754,465	(77,513)	717,521	36,944
July	873,654	888,178	783,060	1,030,291	936,328	(93,963)	888,551	47,777
August	720,173	980,328	978,237	1,077,375	1,159,447	82,072	929,158	230,289
September	847,564	931,070	997,485	1,002,691	1,008,568	5,877	864,748	143,820
October	837,537	818,317	808,763	835,818	868,075	32,257	720,832	147,243
November	588,625	659,518	733,318	730,135	750,540	20,405	629,688	120,852
December	432,572	441,375	474,006	507,149	563,585	56,436	437,379	126,206
	6,839,551	7,599,492	7,787,821	8,438,392	8,685,923	247,531	7,277,500	1,408,423





CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council
FROM: Ryan Stevens, City Administrator
PREPARED BY: Destiny D. Dunaway
DATE: 02/16/2026
RE: Cash Disbursements to Ratify 02/02/2026-02/02/2026

SUMMARY: * See Attached Summary of Cash Disbursements to Ratify by Fund

REVIEWED BY ☐ Yes ☒ No
LEGAL?

RECOMMENDED ACTION: Ratify and File

of attachments 2



CITY OF CAÑON CITY

Finance Department

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • Fax: (719) 269-9017

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Destiny Dunaway, Accounts Payable

DATE: February 16, 2026

RE: Cash Disbursements to Ratify 02/02/2026-02/02/2026

Summary of Cash Disbursements by Fund:

GENERAL FUND DISBURSEMENTS	\$ 36,368.26
WATER FUND DISBURSEMENTS	\$ -
STORMWATER FUND DISBURSEMENTS	\$ -
RAW WATER FUND DISBURSEMENTS	\$ -
PARKS FUND DISBURSEMENTS	\$ -
27 2A STREET IMPROVEMENT DISBURSEMENTS	\$ -
SELF INSURANCE FUND DISBURSEMENTS	\$ -
GRAND TOTAL	\$ 38,368.26

RECOMMENDED ACTION: Ratify and File

ATTACHMENTS: Detail of vendors paid

Detail of Cash Disbursements
02/02/2026 through 02/02/2026 to be Ratified



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
6847	Fremont County Clerk	2025 Election	02/02/2026	36,368.26
Total for Fund:10 General Fund				36,368.26
Grand Total				36,368.26



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Destiny D. Dunaway

DATE: 02/16/2026

RE: Cash Disbursements 02/03/2026 – 02/16/2026, P-Card
Disbursements 11/18/2025 – 12/17/2025

SUMMARY: * See Attached Summary of Cash Disbursements and P-Card
Disbursements by Fund

**REVIEWED BY
LEGAL?** ☐ Yes ☒ No

**RECOMMENDED
ACTION:** Receive and File

of attachments 3



CITY OF CAÑON CITY

Finance Department

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • Fax: (719) 269-9017

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Destiny Dunaway, Accounts Payable

DATE: February 16, 2026

RE: Cash Disbursements 02/03/2026 – 02/16/2026
P-Card Disbursements 11/18/2025 – 12/17/2025

Summary of Cash Disbursements by Fund:

GENERAL FUND DISBURSEMENTS	\$ 387,325.91
PARKS FUND DISBURSEMENTS	\$ 14,536.85
STREET IMPROVEMENT DISBURSEMENTS	\$ 254,503.62
WATER FUND DISBURSEMENTS	\$ 79,239.28
RAW WATER FUND DISBURSEMENTS	\$ 1,111.33
STORMWATER FUND DISBURSEMENTS	\$ 32,955.03
SELF-INSURANCE FUND DISBURSEMENTS	\$ <u>109,052.64</u>
GRAND TOTAL	\$ 878,724.66

Summary of P-Card Disbursements by Fund:

GENERAL FUND DISBURSEMENTS	\$ 66,025.01
WATER FUND DISBURSEMENTS	\$ 15,932.54
PARKS FUND DISBURSEMENTS	\$ 10,392.19
ALL OTHER FUND DISBURSEMENTS	\$ <u>1,052.16</u>
GRAND TOTAL	\$ 93,401.90

RECOMMENDED ACTION: Receive and file

ATTACHMENTS: Detail of vendors

Detail of Cash Disbursements

02/03/2026 through 02/16/2026



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
ACH	Acorn Petroleum	Midgrade E10/#2 Clear Diesel	02/18/2026	16,821.26
6862	A Owens	Fall 2025 Tuition Reimbursement	02/16/2026	2,987.51
6848	AMR Of Colorado	Blood Draw 2025-22401	02/16/2026	45.00
ACH	Awards Network	2026 Award Packet	02/18/2026	29.02
6849	Canon City Area Fire Protection District	Fire Impact & 4% Collection Fee 4th Quarter 2025	02/16/2026	3,884.82
6851	Canon City Rotary Club	Rotary Dues - January 8, 2026	02/16/2026	276.50
6852	Catholic Health Initiatives CO/KS	Pre-Employment Exam	02/16/2026	70.00
6853	Central States Radar	Radar Calibration - Fleet	02/16/2026	1,512.00
ACH	Cirsa PC	Property Claim & Travel/Training Reimbursement	02/18/2026	23,993.88
ACH	CivicPlus, LLC	Bid# 07-24 - CivicRec (Annual Renewal)	02/18/2026	12,937.62
ACH	Combined Regional Communications Authority	Q1 20206 Billing	02/18/2026	191,037.84
6856	FBF LLC	Vehicle Repair	02/16/2026	983.47
ACH	FPPA	PD D&D/Pension Contributions, 457 Deductions	02/16/2026	41,054.43
6858	Gold Belt Tour Scenic & Historic Byway Association	2026 Membership Dues	02/16/2026	500.00
ACH	Golden Age Council, Inc.	CA012026 2026 Funding Agreement	02/18/2026	18,375.00
6859	Hadley's Barrel Wraps	2 Sets Police Graphics for Tahoe	02/16/2026	1,790.00
ACH	Humane Society of Fremont County	CT012026 Impound Agreement January 2026	02/18/2026	7,200.00
ACH	Judith Long, PsyD	Peer Support Hours - Nov/Dec 2025	02/18/2026	240.00
ACH	Kindred Kids Child Advocacy Center, Inc.	Monthly Direct Billing	02/18/2026	6,783.00
ACH	L.N. Curtis & Sons	Officer Uniforms	02/18/2026	4,001.18
ACH	Langston Concrete, Inc.	Bid 04-26, Sidewalk Replacement Program	02/18/2026	337.50
ACH	Lawson Products, Inc.	Stock Parts	02/18/2026	170.62
ACH	Master Printers	Name Tags - City Council Members	02/18/2026	40.00
ACH	Mathews Brothers Electric, Inc	Street Light Repair Parts	02/18/2026	673.75
ACH	Mission Square 401	Employee 401 Contributions	02/16/2026	29,522.54
ACH	Mission Square 457	Employee 457 Deductions	02/16/2026	3,348.49
ACH	Mission Square Roth	Employee ROTH IRA Deductions	02/16/2026	169.00
ACH	Nationwide	February 2026 - Pet Insurance Premium	02/16/2026	508.95
6861	Neverest Equipment Company	Sweeper Parts	02/16/2026	226.61
ACH	Ram Products	Stock Parts	02/18/2026	317.48
ACH	Rivistas LLC	Subscription Service for Periodicals	02/18/2026	1,748.82
ACH	Rocky Mountain Reserve	Flex Plan Reimbursements 01/12/26-01/18/26	02/16/2026	1,029.86
ACH	Royal Gorge Chamber Alliance	Table at RGCA Annual Banquet for 10 people	02/18/2026	600.00
6864	Salt Lake Wholesale Sports	Remaining Ammo Purchased PO 50156	02/16/2026	795.72
ACH	Simpliverified LLC	Pre-employment Background Checks	02/18/2026	274.00
ACH	US Bancorp	CT077-2484460-002 PD Vehicle Lease, Pmt 15	02/16/2026	13,040.04
Total for Fund:10 General Fund				387,325.91
Fund: 20 Parks Improvement				
ACH	Amrize West Central, Inc.	Bid #02-26 Aggregates	02/18/2026	520.82
ACH	Avalanche Excavating, Inc	Bid #16-25 Riverbank Stabilization Retainage	02/18/2026	3,012.32
ACH	Cirsa WC	Workers Comp Deductible	02/18/2026	136.55
ACH	CivicPlus, LLC	Bid# 07-24 - CivicRec (Annual Renewal)	02/18/2026	3,472.88
6854	Colorado Correctional Industries	BID # 47-25 Bear Proof Bins	02/16/2026	4,350.00
6855	Deweese Dye Ditch And Reservoir Co	2026 Assesement for Ditch Shares (142)	02/16/2026	2,444.00
6865	Southern Tire Mart LLC	Tires W/O# 1-25	02/16/2026	600.28
Total for Fund:20 Parks Improvement				14,536.85
Fund: 27 2A Street Improvement Fund				
ACH	Avalanche Excavating, Inc	Bid#72-25 2A 9th St Reconstruction Mystic to Meadows	02/18/2026	59,539.92
6863	Rhoades Construction	Bid #71-25 9th Street Reconstruction (Meadows to Washington)	02/16/2026	194,963.70
Total for Fund:27 2A Street Improvement Fund				254,503.62
Fund: 50 Water Enterprise Fund				
ACH	Amrize West Central, Inc.	Bid# 02-26 Aggregates	02/18/2026	655.49
ACH	Black Hills Energy	Electric Service January 2026	02/16/2026	7,914.49
6850	Canon City Hydraulic And Irrigating Ditch Co	Ditch Crossing License Fee	02/16/2026	6,000.00
6852	Catholic Health Initiatives CO/KS	Pre-Employment Exam	02/16/2026	70.00
ACH	Chemtrade Chemicals US	Bid 8-26 Aluminum Sulfate	02/18/2026	7,892.72
ACH	Core & Main LP	Repair Parts - Water Distribution	02/18/2026	609.00
6857	Ferguson Waterworks #1116	Meter Repair Parts	02/16/2026	1,359.00
ACH	JR Engineering LLC	Task # 012 Water Service Line Identification	02/18/2026	46,125.00
6860	Lindner Chevrolet	Repairs - 2023 Chevvy Tahoe	02/16/2026	1,981.22
ACH	PVS DX	Bid 13-25 Chlorine Purchase	02/18/2026	150.00
ACH	SGS North America, Inc.	1st Quarter Chlorite Testing	02/18/2026	160.00
ACH	Simpliverified LLC	Pre-employment Background Check	02/18/2026	150.50
6866	Utility Notification Center of Colorado	Water Utility Locates	02/16/2026	309.61
ACH	Zimmermans Body Shop LLC	Repairs - 2021 Chevy Tahoe	02/18/2026	5,862.25
Total for Fund:50 Water Enterprise Fund				79,239.28
Fund: 52 Raw Water Enterprise Fund				
ACH	Martin and Wood Water Consultants, Inc.	Oak Creek Reservoir Diligence Work	02/18/2026	242.00
ACH	SE Colorado Water Conservancy District	Excess Capacity Quarter 4 Costs	02/18/2026	869.33
Total for Fund:52 Raw Water Enterprise Fund				1,111.33
Fund: 55 Stormwater Fund				
ACH	Amrize West Central, Inc.	Bid# 02-26 Aggregates	02/18/2026	189.34
6850	Canon City Hydraulic And Irrigating Ditch Co	Ditch Crossing License Fee	02/16/2026	6,000.00
ACH	Langston Concrete, Inc.	Bid 04-26, Concrete/Flowfill	02/18/2026	648.75
ACH	US Bancorp	CT077-2484460-002 Vac Truck Lease, Pmt 20	02/16/2026	26,116.94
Total for Fund:55 Stormwater Fund				32,955.03
Fund: 60 Self-Insurance Fund				
ACH	Meritain-C	Health Insurance Claims January 2026	02/16/2026	59,435.08
ACH	Meritain-H	February 2026 Health Insurance	02/16/2026	46,649.16
ACH	Principal Life Insurance Co	February 2026 Vision Insurance	02/16/2026	2,968.40
Total for Fund:60 Self-Insurance Fund				109,052.64
Grand Total				878,724.66

Detail of Purchase Card Disbursements 11/18/2025 - 12/17/2025						
Vendor	Description	Amount	General Fund	Water Fund	Parks Fund	Other Funds
Adobe Inc	Adobe Creative Suite Licensing	479.95	479.95	-	-	-
Affordable Seamstress	Uniform Patches - Officers	252.00	252.00	-	-	-
Amazon	Small Items of Equipment, Lab Supplies, Floor Mat**	2,041.84	1,504.84	115.17	421.83	-
Amazon	Office Supplies, DVD's, Cordless Power Tools - Parks**	2,045.67	737.68	59.49	1,248.50	-
Amazon	Operating Supplies, Uniform Purchases, Board Recognition Items	1,949.54	1,099.53	638.15	211.86	-
Amazon	Office Furniture, Equipment - PD	1,893.66	1,893.66	-	-	-
American Water Works Association	WSO Water Treatment Textbooks	115.48	-	115.48	-	-
Apex Twin Enviro	Bid 09-25 Trash Service December 2025, Leaf Disposal*	1,352.02	880.44	148.24	323.34	-
Apple.Com	Cloud Storage	19.89	16.92	-	2.97	-
At&t	Cellular Service	1,569.89	962.17	401.80	131.15	74.77
AutoZone	Vehicle Repair Parts	73.63	73.63	-	-	-
Avis	Toll Charge (Oklahoma) - Train The Trainer	25.99	25.99	-	-	-
Batteries Plus	Rokon & ATV Batteries	199.90	-	-	199.90	-
Best Buy	Large Display/ Mount - IT	553.98	553.98	-	-	-
Best Car Wash	Car Wash	8.69	-	8.69	-	-
Big R	Operating Supplies, Uniform Purchases, K9 Supplies	1,265.66	704.80	560.86	-	-
Big R	Uniform Purchases - Parks**	2,024.59	-	-	2,024.59	-
Big State Industrial Supply	Chop Saw Blades	409.70	409.70	-	-	-
Blue To Gold Store	Annual Membership Fee	39.00	39.00	-	-	-
Bluebeam Inc.	Plan Markup Software Renewal	660.00	660.00	-	-	-
Calibre Press	Stopping Online Child Predators Training	395.00	395.00	-	-	-
Canon City Daily Record	Digital Subscription	188.00	188.00	-	-	-
Carochi Brothers Machine Shop	Labor/Valve Repair Material	1,557.98	-	1,557.98	-	-
CC Blossom Co, Llc	Board Recognition Items	300.00	300.00	-	-	-
CCI Solutions	DVD/CD Cases	175.78	175.78	-	-	-
CenturyLink Lumen	Fax/Elevator Phone Lines 11/22/25-12/21/26	289.98	289.98	-	-	-
Chewy.Com	Dog Food - K9 Ares	72.86	72.86	-	-	-
Chicago Bob's	Board Recognition Dinner (70 People)**	2,561.00	2,561.00	-	-	-
Chilis Canon City	Dinner - Executive Session (20 People)	139.22	139.22	-	-	-
Cisco Systems Inc	Remote Meeting Software 11/19/25-12/18/25	74.50	74.50	-	-	-
City Market	Council Orientation Items	36.80	36.80	-	-	-
Classic Movers	Moving Fees Associated with 2025-00790	870.00	870.00	-	-	-
Clean Company	Janitorial Supplies	1,245.80	725.74	-	520.06	-
CO Division of Motor Vehicles	CDL Driver License Fee, Reprint Title	45.52	8.20	-	37.32	-
Coldstone Creamery	Employee Christmas Party - Gifts	10.00	10.00	-	-	-
Coleman Auto Supply	Vehicle Repair Parts**	3,506.89	3,465.72	41.17	-	-
Collaborative Summer	Summer Learning Supplies	379.09	-	-	-	379.09
Colorado Association of Libraries	Annual Membership	300.00	300.00	-	-	-
Colorado Politics	Monthly Subscription Fee	16.60	16.60	-	-	-
Colorado Rural Water Association	Membership Renewal	630.00	-	630.00	-	-
Core & Main	Water Hydrant Gasket	174.47	-	174.47	-	-
Country Living Magazine	Library Subscription Renewal	38.01	38.01	-	-	-
Cvent	Saving Places Conference - L Studts, R Millard (HP Commission Member)	570.00	570.00	-	-	-
Dare Print & Sign Co.	Christmas Cards - PD	199.50	199.50	-	-	-
Dell	Replacement Laptop	921.31	921.31	-	-	-
Denver Public Parking	Airport Parking (6 Days) - Commanding The Narrative Training	245.00	245.00	-	-	-
Dolan Consulting Group	Online FTO Training	450.00	450.00	-	-	-
Dollar Tree	Wrapping Paper - Parade Float	10.50	10.50	-	-	-
Dominos	Safety Meeting (16 People)	119.91	119.91	-	-	-
Elizabeth River Tunnels	Toll Fee (Virginia) - K9 Training - A Modlin	7.89	7.89	-	-	-
Epson Label Works	Label Tape, Printer	463.83	463.83	-	-	-
Fremont Sanitation	Sewer Services November 2025	612.96	310.78	17.27	284.91	-
Fremont Veterinary Hospital	Annual Vet Visit for K9 Radar	89.00	89.00	-	-	-
Gobin's Business Solution	Copier Maintenance 10/14/25-11/13/25	2,223.98	2,223.98	-	-	-
GoDaddy	SSL Certificate Renewals	1,299.97	1,299.97	-	-	-
Good Filter Company	Operating Supplies	62.59	-	62.59	-	-
Google Workspace	Cloud Platform	8.00	8.00	-	-	-
Grainger	Vehicle Repair Parts	242.83	242.83	-	-	-
Ground2air Production	PD Photos & Trading Cards, Canvas Prints - City Hall**	2,137.50	2,137.50	-	-	-
Hach Company	Lab Supplies	2,383.36	-	2,383.36	-	-
Hampton Inn	Lodging (4 Rooms) - Commanding The Narrative	1,694.28	1,694.28	-	-	-
Harbor Freight Tools	Operating Supplies, Small Items of Equipment	446.97	165.97	106.12	174.88	-
Harper's Bazaar	Library Magazine Refund	(32.58)	(32.58)	-	-	-
Helena	Landscaping Chemicals	1,253.00	-	-	1,253.00	-
Home Depot	Operating Supplies, Equipment	1,768.31	1,402.52	331.88	33.91	-
IIMC	IIMC Conference	700.00	700.00	-	-	-
IML Security Supply	ADA Compliance Back Door - City Hall	988.31	988.31	-	-	-
Infra-Red Radiant Inc	Operating Supplies	875.00	-	875.00	-	-
Ingram Library Services	Book Order	3,387.42	3,387.42	-	-	-
JJ Keller & Associates	Repair Order Forms	509.20	509.20	-	-	-
Jos.A.Bank	Professional Uniforms - Commander Bell	398.49	398.49	-	-	-
K9 Ops	K9 Supplies - K9 Ares	85.00	85.00	-	-	-
King Soopers	Fuel - K9 Travel Needs	65.83	65.83	-	-	-
Kiplingers	Library Magazine	43.43	43.43	-	-	-

Detail of Purchase Card Disbursements 11/18/2025 - 12/17/2025						
Vendor	Description	Amount	General Fund	Water Fund	Parks Fund	Other Funds
Knecht	Fencing, Operating Supplies, Equipment	1,461.45	88.69	870.71	-	502.05
Knecht	Operating Supplies, Oil, Hedge Trimmer	1,906.28	-	-	1,906.28	-
Lindner Chevrolet	Vehicle Repair Parts	1,125.00	1,125.00	-	-	-
LLRMI	Online Property & Evidence Room Management Training	150.00	150.00	-	-	-
Loaf N Jug	Fuel - PD Fleet Vehicle/ Battle Op	55.10	55.10	-	-	-
Loves	Fuel - Commanding The Narrative	23.00	23.00	-	-	-
Lucy Pet Products	K9 Food - K9 Joey	150.38	150.38	-	-	-
Maverik	Fuel - Travel From Pueblo - K9 Needs	36.86	36.86	-	-	-
Mesco Corporation	Split Case Rebuild Kit	1,264.00	-	1,264.00	-	-
Metals Depot	Campground Pay Box	409.09	-	-	409.09	-
Microsoft	Redundant Dns	6.41	6.41	-	-	-
Middicks Locksmith Shop	Gate Key	7.00	-	7.00	-	-
Mrs Shred America	Annual Shred Event	1,925.00	1,925.00	-	-	-
MVP Media Network	Registration for Social Media Training	314.10	314.10	-	-	-
NACA	Membership Renewal	25.00	25.00	-	-	-
Napa Auto Parts	Vehicle Repair Parts	489.56	489.56	-	-	-
NCTDA	Bunting CDL Test - G Singleton, K Bowersox	566.50	-	-	566.50	-
Neogov	Bid #78-25 - Training Software Renewal*	3,606.84	3,606.84	-	-	-
Nevada Tap Master	Water Distribution Taps PO#50204	2,000.00	-	2,000.00	-	-
New Horizons Thrift Store	Office Equipment - Co-Response Unit	16.84	16.84	-	-	-
Nirvana Culinary Paradise	Lunch - Council Orientation (20 People)	400.00	400.00	-	-	-
Oreilly	Vehicle Repair Parts**	2,018.72	2,018.72	-	-	-
Pearson Vue Store	Adobe Certifications (2)	540.00	540.00	-	-	-
Penrose Steel And Tubing	Campground Pay Box	53.82	-	-	53.82	-
Pet Spa	K9 Grooming - Joey	70.50	70.50	-	-	-
Petco	Cone - K9 Ares	31.37	31.37	-	-	-
PSHRA Public Sector HR	PSHRA-CP Exam - K Runyan	395.00	395.00	-	-	-
Pueblo Health Department	Bac T Sampling - November & December 2025**	2,100.00	-	2,100.00	-	-
Quality Inn	Meeting Room Rental, Beverages	250.00	250.00	-	-	-
Quality Punch Inc	Patches - K9 Uniforms	406.25	406.25	-	-	-
Ray Allen Manufacturing	K9 Supplies - K9 Ares	263.90	263.90	-	-	-
Rev.Com	Zoom Transcriptions	40.00	40.00	-	-	-
Ringcentral Inc.	VoIP Phone Service	23.40	23.40	-	-	-
Rockmount Research	Welding PPE /Replacement Hood	551.81	551.81	-	-	-
Ryan Herco Flow Solutions	Credit for Double Charge - Order #B502024	(750.32)	-	(750.32)	-	-
Safeway	Breakroom Supplies, Employee SNAP Gift Cards	796.67	721.73	74.94	-	-
Sallys Bakery	Board Recognition Items	315.00	315.00	-	-	-
Sams Club	Council Meetings Items, Employee Christmas Party Items	675.81	626.07	-	49.74	-
Scribe	SOP Software	75.00	75.00	-	-	-
Secom Inc	Internet Service November & December 2025 - City Hall/Library/PD	1,113.76	1,113.76	-	-	-
Shell Oil	Fuel - Duty Operations	100.90	100.90	-	-	-
Snipe-It (Grokability)	Inventory Software	39.99	39.99	-	-	-
Spectrum	Peg Channel Internet Feed 11/21/25-12/20/25	1,015.00	1,015.00	-	-	-
Standard Oil Coffee	Business Expansion Meeting (2 People), Volunteer Gift Certificates - Museum	212.67	212.67	-	-	-
Staples	Office Supplies, Chair	271.86	245.55	26.31	-	-
Starbucks	Client Service Follow-Up Meeting	14.55	14.55	-	-	-
Subway	Working Lunch Meeting - Command Staff (5 People)	60.45	60.45	-	-	-
Symbolarts LLC	Flex Badges/Merit Awards - Officers	2,278.45	2,278.45	-	-	-
Ted D Miller Associates	Lab Supplies	1,296.57	-	1,296.57	-	-
The Trophy Hut LLC	Outgoing Council Members (4 Members)	840.00	840.00	-	-	-
Thrasher	Library Magazine Renewal	47.77	47.77	-	-	-
Thrifty Car Rental	Rental Car - Commanding The Narrative - J Sabatino	378.12	378.12	-	-	-
Thrifty Toll	Toll Charge (Kentucky) - Commanding The Narrative	15.35	15.35	-	-	-
T-Mobile	Cellular Service 09/19/25-11/20/25**	3,811.80	2,985.87	605.69	123.99	96.25
Tractor Supply	Weed Sprayer, Uniform Purchase	231.97	-	-	231.97	-
Tri-Tech Forensics Inc	First Aid Supplies - Officers	952.63	952.63	-	-	-
United Airlines	Economy Seat (3) - Commanding The Narrative Training	176.26	176.26	-	-	-
USPS	2026 Annual Po Box Fee	436.00	436.00	-	-	-
Village Inn	Thanksgiving Dinner - 15 Officers	234.79	234.79	-	-	-
Wagner	Equipment Repair Parts W/O 11-18	370.54	370.54	-	-	-
Walmart	Operating/Office Supplies, Christmas Party & Parade Items	1,184.16	799.30	209.92	174.94	-
Winsupply	Equipment, Operating Supplies	139.64	132.00	-	7.64	-
Zoom.Com	Remote Meeting Software 11/18/25-12/17/25	163.96	163.96	-	-	-
Grand Total		93,401.90	66,025.01	15,932.54	10,392.19	1,052.16
* Bids Submitted by Department Head						
** Multiple Purchases						



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council
FROM: Ryan Stevens, City Administrator
PREPARED BY: Ryan Stevens
DATE: 02/16/2026
RE: City Administrator's Report

SUMMARY: * Please see attached.

REVIEWED BY ☐ Yes ☒ No
LEGAL?

RECOMMENDED N/A
ACTION:

of attachments 1



CITY OF CAÑON CITY

City Administrator

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Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.gov

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

DATE: February 16, 2026

RE: Administrator's Report

The Cañon Proud clean-up vouchers will start March 16th.

The library received a check from the Carnegie Foundation in the amount of \$10,000 for the Country's 250 celebration. This funding was made available by the foundation to Carnegie libraries across the country.

The Economic Development Manager (EDM) continues working with Four Mile Ranch (FMR) and staff on development activities including Master Development Agreement negotiations, and Water Service contract, and has initiated a potential Colorado Housing and Finance Authority (CHFA) small scale housing development technical assistance project to conceptualize a potential workforce housing solution, consistent with council desires to develop affordable/attainable housing at 4MR.

Public Works Update:

Project	Status	Timeline
Utility Cut List, Saw Cutting, Cleaning, Patching	On-Going.	As material is available.
SCF Requests	None Received.	By 2/6/26.
East Main & Rhodes Culvert Extension	In Progress	By 2/13/26.
Stormwater Drain Line Installation (Grape Street).	In Progress.	2/13/26.
Pre- Emergent Weed Spraying	In Progress.	3/13/26.

Water Distribution:

of Water Locates: 212

Water Line Leaks: 3

Location	Material
1536 Elm	Service Line
3048 N Sherrelwood	Service saddle
2420 Central	Service Line

- Lead service lines- Fourth batch of addresses out.
 - Out of 241 addresses in the four batches so far, 131 have been identified with 41 being galvanized. Current pace is 32/month, and 31% service lines identified as galvanized. 0 Lead service lines identified.
- East main and Rhodes leak- Repairs completed
- Hiring completed for one utility maintenance worker.
- Valves for 9th St. project completed, one valve replaced
- Service line tie-in for previous Park Center customer on 9th St. completed.

Water Treatment:

- Next water committee meeting in Feb
- Feasibility study for John Griffin reservoir- Waiting on CWCB for contract language.
- Emergency generator replacement- Generator ordered- to be delivered in July
- Working on water service line identifications (separate from distribution project)
- Working on repairs to High Head pump #2

Parks:

In addition to daily routine park maintenance, burials, and forestry operations the Parks Department is working on the following.

- Crews continue to perform trail maintenance in all our mountain parks.
- Crews continue Fall/Winter clean-up operations in our city parks and public building grounds.
- Planning efforts have begun for the grant funded addition of campsites and other improvements to existing infrastructure in Red Canyon Park.

Human Resources:

Turn-Over Percentages:

Turnover Rate		
Time Period	Emp Type	Percentage
Last Month (January 2026)	Full-Time	0.01%
	Part-Time	0.00%
	Combined	0.01%
Last 12 Months (February 2025 through January 2026)	Full-Time	14.70%
	Part-Time	14.50%
	Combined	14.70%

Hires:

Name	Title	Hire Date
Luke Miller	Maintenance Worker – Utility	2026-01-05
Jeremy Jalali	Community Service Officer	2026-01-05
Michael Ryles	Community Service Officer	2026-01-05

Movements (Promotion and Reassignment):

Name	Title	Action Date
Zachary Colgate	From Maintenance Worker – Parks to Technician I – Arborist	2026-01-17

Building Department:

Number of Permits YTD: 52

Number of Permits Last Month: 52

Number of New Single-Family Homes: 0

Planning & Zoning:

Project	Status	Timeline
Site Plan: Fremont County SAR-EMS Expansion at 1901 E. Main	Submitted via CivicGov public portal, application deemed complete and sent for referrals 07/22/25, with comments due 07/29/25. Proposed site plan would expand existing buildings and construct a carport shelter for emergency vehicles	Referral comments delivered to applicant 07/30/25. Resubmittal of materials made 12/18/25, comments issued 01/07/26. Applicant will need to obtain a FEMA floodplain permit. As this will not hold up Site Plan, and approval letter is being issued, conditioned upon County obtaining the necessary permit.
Site Plan: Undeveloped Commercial Lot at 101 Steinmeier	Formal application not yet submitted. Pre-application discussion occurred 10/25. School District (property owner) announced to media in late December that the property is under contract to 7-Brews Coffee.	Site Plan involves redevelopment of school district lot into a coffee drive-thru kiosk. Pre-application meeting with designers at Kimley Horn on 01/20/26. Utility and stormwater are biggest issues to be addressed as part of a site plan.
Site Plan: Undeveloped lot at 1751 Forge Road	Formal application not yet submitted. Pre-application discussion occurred 10/25. Hammers Construction (Colo Spgs) has reached out to verify items discussed during Pre-application meeting in order to provide prospective applicant an estimate for construction.	Site is 14-acres, and retains an industrial zoning. Young entrepreneur wants to develop an indoor climbing facility, outside dog park and conservation garden on site. Based upon infrastructure needs for site, potential buyer/applicant researching due-diligence issues before fully committing to buy property.
Site Plan: Clock Tower Plaza	Although the Master Plan for Clock Tower Plaza (SW Corner, 3 rd and Main) was	Materials submitted by Public Works, 02/02/26. Referrals to

	completed in 2023, and construction plans have now been finalized, the City is conducting a site plan review to allow utility providers to formally comment on the project	commence 02/03/26 with comments due 02/24/26.
Site Plan: Dutch Brothers Coffee at 2245 Fremont Drive	<p>Application submitted for Dutch Brothers Coffee on 01/05/25. Currently under first round review.</p> <p>Proposed site plan is leaving the northerly 1/3 of the site unplanned in anticipation of a future restaurant on that location, sharing access off of N. Diamond Avenue.</p>	<p>Initial staff and referral agency review disseminated 12/08/25. Comments due 12/29/30.</p> <p>Final documents for resubmittal provided 02/02/26. Referral commences 02/03/26. Comments due 02/17/26</p>
Subdivision: Barnes Plaza Minor Subdivision (Condominium Plat)	<p>Submitted via CivicGov Portal, currently incomplete.</p> <p>Comments delivered 09/02/25. Awaiting resubmittal.</p>	<p>Owner seeks to condominium-ize the internal space of the buildings at 110 S. 5th Street (NE Corner, RGB and S. 5th)</p> <p>Staff had a lengthy discussion with surveyor about the difference between a land plat and a condominium plat. This will hopefully expedite a resubmittal and finalization of the plat review.</p> <p>Staff has also spoken with the property owner (12/18/25) about the need to create an owners association to accept dedications of common areas and provide for ongoing maintenance/insurance of these areas.</p>
Subdivision: Condominium Plat of Retail Space at 714-720 Main Street	No application submitted. Land Owner has not contacted staff to discuss or schedule a pre-application meeting.	Staff was contacted by a Surveyor at SoCo Land Surveying to ascertain if this project was ready for recordation. Surveyor was advised that not only is such a condominium plat not ready for recordation, the City has yet to receive an application seeking the plat to be reviewed. Surveyor indicated she would speak with her client to rectify this.

<p>Subdivision: Four Mile Ranch Planned Development</p>	<p>No application yet submitted, as this would trigger the requirement to finalize a Master Development Improvement Agreement that ties public infrastructure improvements to key triggers in future subdivision filings.</p> <p>01/05/26, Project consultant has begun creating a file for a Minor Subdivision to be able to plat off commercial sites along Charles Bronson Blvd. Staff has reminded him this will trigger the need to finalize the Master Development Improvement Agreement.</p>	<p>Staff has been engaged in discussions with the owners of Four Mile Ranch concerning infrastructure improvements and potential funding sources since May, 2025.</p> <p>No active application is on file at the moment. The applicant has expressed interest in replatting some of the parcels off Charles Bronson Blvd for sale. This, however, triggers the requirement to have a Master Development Agreement in place.</p>
<p>Master Planning: WN Clark/Black Hills Energy (Western Gateway) Space.</p> <p>Consultant: PORT Urbanism and Architecture</p>	<p>Formal Launch of Project has been scheduled for week of 10/20/25.</p> <p>Bi-weekly check-ins between staff and consultant are on-going. Project is currently in the research and evaluation phase to learn constraints and opportunities before design phase commences.</p>	<p>October events included site walk and drone aerial photography, one-on-ones with four primary stakeholders, and first monthly meeting of full stakeholder group.</p> <p>Next monthly stakeholder meeting via video conference on 11/18/25. Staff is also separately meeting with Port 11/06/25 to discuss design of creative and public facing materials.</p> <p>Upcoming activities: staff check-in with PORT 01/08/26. Next Stakeholder Meeting (01/15/26) scheduled to be a workshop regarding the results of the 12/02/25 Public Open House. This will be an in-person meeting.</p> <p>February Stakeholder Meeting scheduled for 02/05/26. This will be preparation for the next Public Open House on 02/19/26.</p>
<p>Rezoning: Westgate Village PUD (2500 Block, N. 9th Street)</p>	<p>1983 Westgate Village PUD overlay zone approved 66 townhomes on 3 acre site at NW Corner, N. 9th Street and</p>	<p>No formal pre-application scheduled yet. Prospective builder is seeking to temporarily use site as a location to store materials while working on N. 9th Street improvements before</p>

	Raintree Blvd. Developer inquiries over the last two weeks have expressed interest in re-activating this development	pursing a Minor PDD to reactive townhome use.
Conditional Use Permit: Ground Floor Office Space at 426/428 Main Street	Byron Elliot, part of the Four Mile Ranch ownership group, is seeking to establish a local office within a building he's owned for several years. "Office" is considered a CUP under the City's UDC.	No application submitted yet. Indications are that an application could be forthcoming in the first quarter of 2026.
Conditional Use Permit: ADU at 2805 N 5 th Street	900 sq. ft. ADU proposed for location behind main residence.	Referral Comments delivered 01/29/26. Applicant has not yet mailed notice to property owners within 300-feet of subject property. This notice must be disseminated at least 15 days before CUP can be issued.
Conditional Use Permit: Animal Shelter at 224 N. Cottonwood (JJ's Helping Paws)	This application is for renewal of a CUP to allow a cat shelter at 224 N Cottonwood, and would be the third renewal issued since 2019.	Referrals out 01/26/26. Comments due 02/16/26. Mailed notices being prepared for applicant, will be ready for dissemination this week.

Economic Development: (New item in BLUE font)

- Grants
 - Total grant awards for 2025 to \$5,223,719 on applications of \$7,153,654, for a 73% success rate. Five largest awards include:
 - EPA Brown field cleanup grant: \$1,533,000 (New Method | Skyline Steel)
 - Safer Routes to School: \$1,000,000
 - (Multimodal Transportation) MMOF Sidewalks: \$495,923
 - Colorado Water Conservation Board (CWCB) John Griffen Park Reservoir Planning: \$406,875
 - DOLA Energy Mineral Impact Fund (EAIF) Clocktower Plaza: \$350,000
- Economic Development Manager (EDM) General items
 - EDM is working with a Colorado Springs banker on a potential development near the airport, providing information about the area including fiber, natural gas, water, etc. Banker and EDM will be meeting with property owners on 2/10 to discuss further.
 - EDM joined CML and three other DCI member communities recently for a visit to the state capitol to lobby against new draft legislation impacting Urban Renewal law, legislation that if passed as written would have significantly impacted the ability of C-CARE urban renewal from being effective for development. EDM will be attending a capitol stakeholder meeting on 2/11 for a follow-up meeting.
 - EDM continues working on the structure of a potential new 501c3 nonprofit downtown/business partnership that would enable community members to participate in

traditional downtown economic development initiatives, seek funding, and partner with other organizations. The concept keeps the City, FEDC, Arts, Chamber, FCTC and Community Foundation as principal partners, thereby promoting better communication and interaction between the City and business, arts and organizations.

- EDM attended a CHFA Housing Credit Summit in Denver on 2/3/26 to keep up with current housing credit trends in the state, largely focused on urban development. With over development happening in Denver and potentially COS, there is a little more focus on development outside the larger cities. Typically, however, that means more suburban development and trying to make even smaller, more rural developments possible.
- EDM is working with Dare Print on a conceptual downtown mall directory sign concept, as a community-oriented step to create downtown mall-directory style signs that work in tandem with the new colored banners.
- EDM continues working with the City Administrator and Bridge Lease committee on reviewing a draft lease for a new 25-year term for a new RGB operator.
- EDM is working with FEDC on an industrial concept north of US50. A local manufacturer has purchased land there; FEDC/City considering a partnership with EDA and Florence to help fund infrastructure needs, potentially the creation of a new nonprofit Industrial Development Corporation.
- City Market, who was in the planning process a \$3.5 million interior remodel, is now in the midst of lease negotiations that may have an impact on the level of remodel they can do. Landlord is trying to negotiate a considerable increase in lease rate to include an annual success acceleration clause that could negatively impact their performance and renovation capabilities.
- EDM continues evaluating Opportunity Zone changes, corresponding with one of the companies in DC who interpreted the legislation for clarification. Also partnering with FEDC on a letter to the Governor, who has the ultimate say in what areas are included. Changes to the OZ 2.0 shift OZ-eligibility away from the 4MR and Abbey area and move it to an area that is largely undevelopable and outside our growth area.
- Hotel St. Cloud is being awarded the Citizen State Bank Honor Award from Colorado Preservation Inc. I was invited to be interviewed for the video production yesterday. Others include the Plaza Block Building in La Junta and Evans School in Denver.
- **Brownfields Grants**
 - Stantec is working on a clean-up schedule for New Method. Our principal consultant is recovering from medical issues, so we have another consultant in the interim. Public Works is working to coordinate paving the parking after cleanup with another street paving project later in 2026, possibly in the summer.
 - The City was awarded a 2025 EPA Cleanup grant in the amount of \$1.55 million for the New Method and Skyline Steel sites.
- **4MR**
 - EDM, City Administer and attorney began formal in-person taxing entity share back negotiations with the County and Fire Districts; the attorney is meeting one-on-one with the school district in lieu of full school board involvement.
 - EDM continues working with 4MR and staff on development activities including Master Development Agreement negotiations, and Water Service contract, and has initiated a potential CHFA small scale housing development technical assistance project to conceptualize a potential workforce housing solution, consistent with council desires to develop affordable/attainable housing at 4MR. EDM, 4MR and CHFA met to discuss.

- 4MR presented to the URA board in a special discussion meeting on Dec 3rd at 4:00pm, which will lead into the regular 5pm meeting for continuation of that topic. The URA will be seeking approval to begin the taxing entity share back negotiations, a 120-day clock that effectively begins the process of creating a new URA area.
- As a precursor to official taxing entity negotiations, EDM has been working closely with the 4MR team to hold informational meetings with other taxing entities. The team held meetings with the Rec District, two meetings with the School District, and met with Fire District and County representatives. Information gathered is being used to tailor new URA area and TIF discussions and help mold the program to provide the most community benefit possible.
- EDM continues working with other departments and legal, evaluating the Master Development Agreement term sheet for internal conversations about city involvement and consideration of past conversations, making sure there is consistency with past meetings. The EDM is also helping staff understand the perspectives of the developers during negotiations and contract redlining, promoting investment in Four Mile Ranch to gain the growth we need as a community and is called for in the Comp Plan.
- At the request of the Mayor and Council, EDM created a potential water rate incentive for the golf course that will be included in 2026 budget discussions, an incentive that would allow for a potential change to the water rate structure implemented by the Water District.
- Public Arts Committee
 - With the creation of the new City Council committee structure, Public Arts Committee has held off a joint council/PAC meeting that was intended for January 21. As joint meeting, now intended to be with the new Economic Development Committee, will talk about procurement and maintenance policies and procedures that will afford a level of flexibility for art acquisitions and maintenance. The committee will also explore that possibility of creating a new nonprofit organization to oversee Creative District implementation.
 - Staff is anticipating receiving a new artist agreement for a mural on the Centennial park pedestrian bridge ramp, a project that was presented and approved in 2025.
 - PAC and City staff have received good feedback on the new banners. PAC has selected three additional designs for the 100, 200 and 800 blocks approved by PAC. The color of the banners is yet to be determined, based on DOT considerations. Once possible colors are determined, staff will solicit downtown business owner input on the designs.

Library:

- In January, staff conducted interviews for a part-time library assistant, there were 60+ applicants and it narrowed down to 14 interviewees. The library is hoping to be fully staffed sometime in February
- New shelf units, stage, steps, skirting, and drapes arrived. All items were purchased by our Library Foundation.
- February, the library received a check from the Carnegie Foundation in the amount of \$10,000 for 250 celebrations. The library purchased 51 new hardcover United States books for the children's section for \$1,500.
- The Library Director has requested the disbursement of Conservation Trust Fund money from Fremont County and expects to receive approximately \$10,000 in early February.

- 2 Chautauqua performances will be hosted in February on Saturday the 7th and the 28th. The first one will be at the Steeple, and the second at the library.
- Andrea Stein will teach a romance writing workshop on February 14 from 3:00pm–4:30pm
- Guest story time reader Chief Schick on 2/12/26 at 10:30 a.m.
- DICE with D.I.C.E. officer Marquette on Saturdays is well attended and so is D&D every Saturday.
- Last January our daily count was 531 and this year we had 593.
- We continue to offer outreach story times to Headstart, Spin, and 2nd Day Adventist Church.
- Our 3-D printer is seeing increased use, and the items it produces are incredible. All staff are working in the makerspace daily.
- The library director is preparing the PLAR (Public Library Annual Report) and will have additional library statistics available next month.



CITY OF CAÑON CITY

City Administrator

P.O. Box 1460 • 128 Main Street
Cañon City, CO 81215-1460
(719) 269-9011 • www.canoncity.org

TO: Mayor and City Council

FROM: Ryan Stevens, City Administrator

PREPARED BY: Kathy Ulsh

DATE: 02/16/2026

RE: Referral to Economic Development Committee for the next meeting an Ordinance for the adoption of the Colorado Wildfire Resiliency Code under Title 15 of the Canon City Municipal Code.

SUMMARY: ^{*} Attached for the City Council review and consideration is an Ordinance and 2025 Colorado Wildfire Resiliency Code for referral to the next meeting for Economic Development Committee for the adoption of the Colorado Wildfire Resiliency Code under Title 15 of the Canon City Municipal Code.

REVIEWED BY LEGAL? ☒ **Yes** ☐ **No**

RECOMMENDED ACTION: The Building Department seeks City Council approval for referral to the next meeting for the Economic Development Committee for this Ordinance.

of attachments 2

**A BILL FOR
ORDINANCE NO. ___, SERIES OF 2025**

**AN ORDINANCE OF THE CITY OF CAÑON CITY AMENDING TITLE 15
OF THE CAÑON CITY MUNICIPAL CODE BY ADOPTING THE
WILDFIRE RESILIENCY CODE**

WHEREAS, the Colorado Legislature passed SB23-166 and SB25-142 mandating the adoption of a model wildfire resiliency code by local governments including the City; and

WHEREAS, the City adopts the wildfire resiliency code as drafted and adopted by the Wildfire Resiliency Code Board.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF CAÑON CITY:

Section 1. Title 15 of the Cañon City Municipal Code is amended by the addition of a new Chapter 15.15 to read as follows:

CHAPTER 15.15 – WILDFIRE RESILIENCY CODE

Sec. 15.15.010. – Adopted.

There is hereby adopted for the purpose of establishing minimum regulations for the safeguarding of life and for property protection intended to mitigate the risk to life and structures from the intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels in the City, the 2025 Colorado Wildfire Resiliency Code, published by the Colorado Division of Fire Prevention & Control. All Appendices to the 2025 Colorado Wildfire Resiliency Code are hereby adopted.

Sec. 15.15.020. – Copies on File.

One (1) copy of such code is on file in the office of the City Clerk and may be inspected during regular business hours.

Sec. 15.15.030. – Amendments.

The code adopted herein is hereby modified by the following amendments:

A. Section 101 Scope and General Requirements is amended to read as follows:

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by the City of Cañon City, hereinafter referred to as "this code".

B. Section 103.1 Creation of agency is amended to read as follows:

103.1 Creation of agency. The City Building Department is the official in charge thereof and shall be known as the code official. The function of the agency shall

be the implementation, administration and enforcement of the provisions of this code.

- C. Section C101.3.4 Compliance with orders and notices is amended to read as follows:

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises, or vehicle when ordered or notified to do so by the code official shall be subject to penalties as set forth in Chapter 1.28 of the Cañon City Municipal Code. Such violation is also deemed a nuisance and may be abated as such.

- D. Section C101.3.7 Violation penalties is amended in part to read as follows:

All violations shall be subject to the penalties in Chapter 1.28 of the Cañon City Municipal Code.

Section 2. The Wildfire Resiliency Code - Fire Intensity Classifications contained in the Colorado Wildfire Resiliency State Code Map, developed by the Division of Fire Prevention and Control (DFPC) and the Colorado State Forest Service (CSFS) and within the municipality boundaries of the City are hereby adopted as the wildland-urban interface areas with the corresponding fire intensity classifications. City staff is directed to ensure such map is available for public inspection through an accessible online platform and at the office of the City Clerk.

Section 3. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. Effective Date. Pursuant to Article XII, Section 3 and Section 5 of the Charter, this Ordinance shall be effective five (5) days after final publication if it is published after adoption or if not so published, five (5) days after its adoption.



COLORADO
Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025



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CWRC Version 1.0

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Attributions

ATTRIBUTIONS

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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



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provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

Exception: Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



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and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



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which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



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5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



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104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



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104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or



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method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



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104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.



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105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.



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Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



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EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



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IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.



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SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.



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Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas. Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping. The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. *Low Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through



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direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. *Moderate Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

303.2.3 High Fire Intensity Classification. *High Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick



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understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length:** Up to 30 feet or more.
3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary.

These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.



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304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



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Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, or 2-inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. *Ignition-resistant materials* complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*



Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

Exception: Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



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Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

Exception: Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



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502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



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503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



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Appendix A: PERMITS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that



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the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.



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A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.



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Appendix B: CONSTRUCTION DOCUMENTS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

B101.3.1 Defensible Space Site Plans. Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.



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B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.



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Appendix C: INSPECTION AND ENFORCEMENT

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall



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either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the



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premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or



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requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.



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C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



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