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**MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
FRISCO TOWN HALL  
1 MAIN STREET  
FRISCO, COLORADO 80443  
MARCH 10, 2026  
4:15 PM**

**WORK SESSION**

Agenda Item #1: Summit County School District RE-1 Master Planning Process Update

Agenda Item #2: Discussion: 2024 International Code Council Code Adoption

**BREAK FOR DINNER 6:30PM - 7:00PM**

**REGULAR MEETING**

**Call to Order:**

Andy Held, Mayor Pro Tem

**Roll Call:**

Rick Ihnken, Andy Held, Martin Allen, Robyn Goldstein, Dan Kibbie, Zach Ryan, Elizabeth Skrzypczak-Adrian

**Public Comments:**

Public Comment is reserved for items not slated for a public hearing on the meeting's agenda. If you plan to comment on an item already slated for a public hearing later on the meeting's agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. Be sure to sign in at the Welcome Table at each meeting if providing in person Public Comment, and include contact information for follow up communication.

**Mayor and Council Comments:**

**Staff Updates:**

**Consent Agenda:**

Minutes from February 24, 2026 Meeting

Frisco Haus LLC Concessionaire Contract and Lease Agreement Approval

**Adjourn:**

*Estimated Start Times for items are estimates only - it is recommended to arrive early if there is a particular item of interest on the Agenda, should the Council be running ahead of schedule. Town Council Agendas can legally be amended up until 24 hours prior to the beginning of the scheduled meeting.*

**Questions: Stacey Campbell, Town Clerk | [townclerk@townoffrisco.com](mailto:townclerk@townoffrisco.com) | (970)668-5276**



MEMORANDUM

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: TOWN COUNCIL**  
**FROM: KATIE KENT, COMMUNITY DEVELOPMENT DIRECTOR**  
**RE: WORK SESSION: 2024 INTERNATIONAL CODE COUNCIL CODE ADOPTIONS**  
**DATE: MARCH 10, 2026**

**Summary:**

The purpose of the work session item before the Town Council is to allow the Council the opportunity to provide further feedback and ask questions regarding the series of updated International codes proposed to be adopted in April 2026. The International Code Council (“ICC”) is “the leading global source of model codes and standards and building safety solutions that include product evaluation, accreditation, technology, training, and certification. The International Code Council's codes, standards, and solutions are used to ensure safe, affordable, and sustainable communities and buildings worldwide”.

The Town of Frisco typically adopts a new series of building codes once every six years. The Town is currently using the 2018 versions of the ICC codes, along with a few national, state, and local codes. John Schumacher with CBCS and Staff analyzed the code changes from 2018 to 2024 and recommend adoptions of these codes. These codes were written by the ICC and ensure safe, affordable, and sustainable communities and buildings. Mr. Schumacher can go into detail on any of these codes but also understands there are complexities to the codes that not everyone will easily understand.

Within the code series, there are two codes that Staff are requesting additional Council direction on.

- International Fire Code and suggested amendments presented to the Council at the February 20<sup>th</sup> work session
- International Energy Conservation Code (IECC) which the Council has heard public comments regarding support, for and against, going above and beyond the standard code requirements.

Staff and Mr. Schumacher will be present at the work session to present, lead the discussion, and answer Council questions.

### **Background and Analysis**

Listed below are the codes that are proposed for adoption.

- (A) The 2024 International Building Code
- (B) The 2024 International Residential Code
- (C) The 2024 international Plumbing Code
- (D) The 2024 International Mechanical Code
- (E) The 2024 International Fuel Gas Code
- (F) The 2024 International Existing Building Code
- (G) 2024 International Energy Conservation Code
- (H) The 2024 International Fire Code
- (I) The ICC/ANSI A117.1-2017 Accessible and Usable Buildings and Facilities Code
- (J) The 2024 International Swimming Pool and Spa Code
- (K) The 2023 National Electric Code
- (L) The 1997 Uniform Code for the Abatement of Dangerous Buildings
- (M) The 2025 Colorado Wildfire Resiliency Code
- (N) The 2025 Colorado Electric Ready and Solar Ready Code

In response to Council's request for further information at the February 10, 2026 meeting, John Schumacher provided Attachment 1, "Points of Interest Related to International Fire and Energy Conservation Codes adoption".

For additional background information, the Council can view the [February 10, 2026](#) meeting materials.

### **International Energy Conservation Code**

As referenced in Attachment 1, Mr. Schumacher explains the prescriptive requirements using the 2018 International Energy Conservation Code/Summit Sustainable Code versus the 2024 International Energy Code as published versus the Department of Energy ("DOE") Zero Energy Ready Home Version 3.

- 2018 International Energy Conservation Code/Summit Sustainable Code is currently effective within the Town
- 2024 International Energy Code as published is the proposed ICC 2024 Code
- Department of Energy ("DOE") Zero Energy Ready Home Version 3 is a program that mandates that homes are at least 40-50% more energy-efficient than code-built homes

Public comments have been received requesting the Town only allow an Energy Rating Index option and remove the other two compliance path options as suggested by the ICC in the 2024 IECC. What this means is that the Town would remove the ICC recommendation to have three separate paths for compliance: the prescriptive path (meet pre-established component requirements), the Simulated Building Performance path (a path in which compliance is demonstrated using formulas within the code), or the ERI Energy Rating Index alternative compliance path (a path very much like the current ZERH path). Having these three options available allows a builder to choose the path that best fits their project's design and budget.

- *Prescriptive path* is a direct, itemized compliance method requiring builders to meet specific, minimum, pre-defined performance values for building envelope components (insulation, windows) and mechanical systems. It acts as a rigid, checklist-based route that offers less flexibility than performance-based options but provides a straightforward, formulaic compliance path. This path requires a minimum of 10 credits from a list of “Additional Efficiency Requirements”
- *Simulated Performance-based path*. This path uses computer modeling to show the home's total energy cost is equal to or less than a standard reference home.
- *Energy Rating Index (ERI) Path*. Requires a building to achieve a specific numerical score (through hiring and using a certified energy rater) that meets or beats the code's maximum ERI value. This is a standardized, numerical scoring system used to measure and compare the energy efficiency of residential buildings, with lower scores representing better energy performance. Each one-point change on the index corresponds to a 1% change in energy efficiency compared to the reference home. Certified raters determine this score by analyzing a home's building envelope (insulation and windows), HVAC systems, water heating, and lighting, often using it to demonstrate energy code compliance or to highlight a home's energy performance for buyers.

### International Fire Code

At the February 10<sup>th</sup> work session, Summit Fire & EMS presented an overview of proposed amendments. While many municipalities choose to modify the International Fire Code (IFC) to fit local needs, a town is not legally required to adopt local amendments when implementing the code. The IFC is designed to be adopted “as is” as a complete, legally binding set of minimum standards for fire safety, allowing a jurisdiction to adopt a specific edition, such as the 2024 version, without making any changes. While amendments are commonly used to add more stringent requirements based on local factors, a municipality has the authority to adopt the base model code without any deletions, modifications, or additions.

As referenced in Attachment 1, Mr. Schumacher outlines sections for the Council to understand within the proposed amendments presented by Summit Fire at the February 10, 2026 work session. Sections referenced include:

- 505.1 Address Identification
- 704.1 Maintaining Protection
- 9104.4.4 Fire Areas
- 903.2.1.1 Group A-1
- 903.2.1.2 Group A-2
- 903.2.1.3 Group A-3
- 903.2.1.4 Group A-4
- 903.2.1.7 Multiple Fire Areas
- 903.2.7 Group M
- 1103.5.6 through 1103.5.6.4

**Financial Impact:**

Some of the proposed code amendments may result in additional construction costs for builders and homeowners in some areas but those costs can potentially be reduced in other areas. Moving to the 2024 International Building Code (IBC) generally results in a marginal increase in initial construction costs but offers significant long-term financial benefits through enhanced safety, resilience, and potential insurance savings. The specific financial impact varies based on building type and amendments adopted.

**Alignment with 2025 Climate Action and Resiliency Plan (“CARP”):** Core Strategies within the CARP related to this discussion include:

*Emissions Reduction Goals*

*Goal: Reduce greenhouse gas emissions 50% by 2030 and 80% by 2050 over a 2005 baseline*

*Building Energy*

*Goal: Reduce emissions from building energy by 21% by 2030 and 36% by 2050*

*Electrification*

*BE-1. Equitable Transition to Electric Cooking*

*1. Update Building Codes (2025–2026):*

*o Require all-electric cooking infrastructure in new residential and commercial construction, effective 2028.*

*o Require pre-wiring for high-capacity electric appliances (e.g., 240V circuits) to simplify retrofits.*

These two suggestions are addressed within the 2024 IECC.

*Building Codes*

*BE-4. Adopt Updated Energy Codes*

*Energy codes are consistently changing to reflect updates in technology and emissions reductions goals becoming increasingly more stringent with efficiency requirements. The Town has already adopted IECC 2018 and the Summit Sustainable Building Code as a baseline for energy requirements.*

*Continued effort can be made to adopt more recent iterations of IECC, up to the most recent 2024 edition. The Town can also work with other Summit County communities to develop an updated version of their Sustainable Building Code, along with adopting the Colorado Electric and Solar Ready Code, catering to the unique needs of the high country.*

There are many goals and strategies within the CARP that are specifically related to town owned buildings. Staff will continue to strongly support the Town to go above and beyond adopted energy codes for our public property or private/public partnerships when properties are undergoing renovation or new construction.

**Alignment with 2024 Comprehensive Plan:** Goals and Strategies within the Comprehensive Plan related to this discussion include:

Related to Energy:

*An Inclusive and Accessible Community*

*Goal B.1. Continue creating safe, attractive, and sustainable neighborhoods where residents can thrive.*

*7. Review sustainability best practices at the local level. Ensure energy efficiency, community services (waste diversion and water conservation), and planning to reduce vehicle miles travelled (VMT) while ensuring affordability for housing and commercial projects. (See Sustainability Goals and Strategies)*

*A Resilient Environment*

*Goal R.4. Promote climate action through new and existing development*

- 1. Incorporate greater energy efficiency and a preference for electrification into new building codes while considering affordability implications.*
- 6. Adopt energy efficient building codes and design standards to exceed the standards required by HB22-1362 to ensure lower household utility costs in the long-term. Incentivize energy efficiency for affordable and attainable housing.*

Related to Fire:

*The intersection of the wildland-urban interface (WUI) with burn probability presents a critical area of focus for wildfire risk management. The WUI, where human developments meet or intermingle with natural vegetation, is especially prevalent in the areas of Town that border densely forested areas.*

*A Resilient Environment*

*Goal R.2: Strengthen wildfire and hazard mitigation efforts and improve infrastructure resiliency to protect the community.*

- 1. Pursue wildfire mitigation effort. Focus on the WUI, the watershed above Tenmile Creek and create a buffer zone between natural and developed areas.*
- 3. Implement Firesafe™ Strategies. Integrate into any new development codes.*

**Alignment with Strategic Plan:** The Town's Building Division is strongly associated with the strategic objective to provide Progress-Driven Quality Core Services including deliberately interacting with the community and communicating Town business.

*Enhance Community Inclusivity*

*The Town of Frisco is committed to making decisions and policies which welcome and support all, so they can pursue their full potential in our unique mountain town.*

*Pillars:*

- Diverse Housing: Offering a variety of housing types to support the workforce and residents.*

- *Lasting Social Sustainability: Considering equity, inclusivity, and accessibility in decisions and policies*

### *Support a Thriving Economy*

*The Town of Frisco strives to create a thriving economy for our community by encouraging a variety of businesses which provide needed goods and services:*

#### *Pillars:*

- *Infrastructure Development: This includes preserving and improving infrastructure that helps the business community, as well as making plans for and investing in Main Street and Summit Boulevard infrastructure.*
- *Workforce and Community Support: This pillar focuses on increasing workforce housing to appropriate levels, supporting increased access to childcare, and continuing to support regional transit and mobility improvements.*
- *Economic Growth and Regulation: This involves supporting business development and diversification, having a regulatory system that protects health, safety, and welfare while promoting customer service, funding programs, and regulations that support the visions for Main Street and Summit Boulevard.*

### **Public Comment**

As of February 26, 2026, two additional comments have been received on this topic and are included within Attachment 2.

- Todd Crowe, Email dated February 18, 2026
- Jesse Burley, Emailed letter dated February 19, 2026

Previous comments received were included in the [February 10, 2026](#) meeting materials and presented verbally at that meeting.

### **Staff Recommendation**

Based on feedback received at the previous Council meetings, Staff intends to bring the code amendments to Council for a first reading of an ordinance on March 24<sup>th</sup>. Staff is specifically seeking feedback from the Council regarding:

1. Does the Council support the proposed Summit Fire & EMS Amendments as written, with modifications, or not at all?
2. Does the Council continue to support moving forward with minimal amendments to the 2024 International Energy or would they prefer additional amendments to be proposed?
  - a. If the Council prefers additional amendments, Staff is seeking clear direction as to what the Council wants to require above and beyond the 2024 International Energy Conservation Code.

### **Reviews and Approvals:**

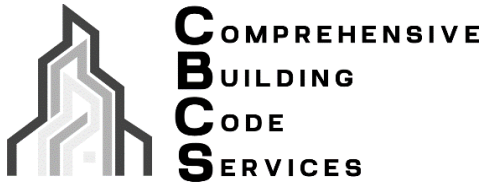
- Diane McBride, Assistant Town Manager
- Tom Fisher, Town Manager

**Attachments:**

Attachment 1: “Points of Interest Related to International Fire and Energy Conservation Codes adoption”

Attachment 2: Public Comment (received between February 11-February 26, 2026)

- Todd Crowe, February 18, 2026
- Jessica Burley, February 19, 2026



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SUPERIOR INSPECTION AND REVIEW

## MEMORANDUM

To: Tom Fisher, Town Manager; Diane McBride, Assistant Town Manager

From: John C. Schumacher, Jr., CBO

CC: Katie Kent, Community Development Director

Date: February 26, 2026

RE: Points of Interest related to International Fire and Energy Conservation Codes adoption

Over the past few months, the Town of Frisco Board of Appeals and Town Council have engaged in the process of amendment and adoption of the International Code Council's family of codes, including the Fire Code (IFC) and Energy Conservation Code (IECC), amongst others. Proposed or suggested amendments to the requirements established within these codes have been presented by or received from various sources, including Summit Fire and EMS, the Summit County Builder's Association, and local energy code experts and rating firms. On February 10, 2026, at the Town Council meeting, Council requested a summary of proposed significant amendments and changes to the Fire and Energy Codes, as well as clarification of the effects of the proposed amendments and professional opinion related to those amendments.

My role as the contract Building Official in this process is to ensure that Town Council and management are as informed and knowledgeable as possible, that the information available is clear and comprehensible to the greatest extent possible without special technical knowledge, and that the likely effects of the changes as proposed are available for consideration in the amendment formulation, review and adoption process. As requested, I have provided my professional opinion related to the effects of the amendment(s) and suggestions for revision and adoption.

It is important to note that the process of creation, revision and distribution of the International Codes is an extensive and ongoing process resulting in new and/or revised versions of the codes on a three-year cycle, with 2024 being the latest version, and the 2027 code formulation process well underway. There are vast committees consisting of international experts and stakeholders involved in the formulation of the codes, as well as numerous public hearings at which there is a significant amount of scientific evidence, historical data, and expert testimony presented and incorporated into the process of creation and/or revision of each iteration of the codes.

At the February 10, 2026, Council work session, Summit Fire and EMS presented a package of amendments to the 2024 IFC, in addition to presentation of the State of Colorado 2025 Wildfire Resiliency Code (WRC). The WRC is required by the State to be adopted by April 1, 2025, and with the exception of clarifying amendments such as list of acceptable building and cladding materials, is recommended to be adopted as written by the state. In addition to adoption of the WRC, the town is also required by the state to adopt the state's Model Electric Ready and Solar Ready Code. The process to adopt the 2024 version of the International Codes prior to July 1, 2026, delays the requirement to also adopt the Colorado Model Low Energy and Carbon Code, a more restrictive energy-based code mandated by the state, until the next

code adoption process undertaken by the town, but is not required. Code adoption after June 30, 2026, would mandate adoption of the Colorado Model Low Energy and Carbon Code.

On February 10, 2026, the Town Council entertained public comments related to the proposed adoption of the 2024 International Energy Conservation Code. One speaker expressed opinions about the potential for regression in energy efficiency should the town adopt the 2024 IECC without significant amendments designed to make the code more restrictive, and a subsequent written opinion echoing similar sentiments was received. One speaker stated an opinion that the town should adopt a version of the 2024 IECC that contains minimal amendments and is consistent with the code in its’ published form, consistent with direction previously received from council.

The 2024 IECC, in its’ published form, offers three (3) paths for compliance, including the Energy Rating Index (ERI), which aligns with the current HERS/ZERH program compliance requirements currently adopted with the 2018 IECC. The maximum passing HERS score in the adopted 2018 IECC for Frisco is 52. The maximum passing score in the 2024 IECC, as published, for Frisco is 52, so there is no change or regression related to the HERS score requirement.

In the town’s previous adoption process, the town elected to also adopt the Summit Sustainable Building Code, which was designed to provide a prescriptive path that was more restrictive than the 2018 IECC and was designed to align with the requirements of 2021 IECC. A comparison of the 2021 IECC and the 2024 IECC, as published, by the Office of Energy Efficiency and Renewable Energy, shows the following energy conservation improvements in the 2024 IECC vs. the 2021 IECC:

- 7.80% annual site energy use intensity (EUI)
- 6.80% annual source energy use intensity (EUI)
- 6.60% annual energy cost savings
- 6.51% reduced carbon emissions

Based on the above information, adoption of the 2024 IECC as published provides additional energy and cost savings over the 2021 IECC or SSBC previously adopted with the 2018 IECC.

**2024 International Energy Conservation Code (IECC) Comparison**

The format provides the currently adopted component requirements under the 2018 IECC and Summit Sustainable Building Code prescriptive requirements, the requirements for the same components under the 2024 IECC as published, the requirements under the newest version of the DOE Zero Energy Ready Home program, and comments and recommendations by CBO John Schumacher.

**RESIDENTIAL STRUCTURES – Prescriptive requirements using 2018 IECC/Summit Sustainable Code vs. 2024 as published vs. DOE Zero Energy Ready Home Version 3**

<u>Component</u>	<u>2018 IECC Requirement/SSBC</u>	<u>2024 IECC Requirement as published</u>	<u>DOE ZERH Version 3 (most up-to-date)</u>
Roof/Ceiling	R-60, or R-49 over top plate	R-49	R-60, or R-49 over top plate
Floors	R-38	R-38	R-38
Walls	R-30 cavity or R-20 cavity + R-5ci	R-30 cavity or R-20 cavity + R-5ci	R-30 cavity or R-20 cavity + R-5ci
Basement Walls	R-15ci or R-19 cavity	R-15ci or R-19 cavity	R-15ci or R-19 cavity
Fenestration	U-0.30	U-0.27	U-0.25
Blower Door/(ACH)	2.7	2.5	2.0

**Table Notes:**

- DOE ZERH Version 2, Revision 3 is the latest and most restrictive version of the program, effective January 1, 2026. Frisco currently requires compliance with modified Version 2, Revision 2.
- The towns currently adopted codes for Roof/ceiling insulation allow R-49 but conflict with the adopted SSBC requirement of R-60, or R-49 over top plate.
- Lower fenestration U-factors indicate greater efficiency
- Lower ACH (air changes per hour) indicate “tighter” buildings

**Residential Structures comments** – The component requirements in the table above demonstrate that there are only slight changes in requirements between the 2018 IECC and Summit Sustainable Building Code (SSBC), which were adopted together previously, and the requirements within the 2024 IECC as published. The 2024 IECC as published contains more stringent requirements for fenestration U-factors and Blower Door/ACH (air leakage) scores. The 2018 IECC as adopted by the town contains conflicting information between the code as adopted (R-49) and the SSBC (R-60), so the most restrictive requirement was used when comparing requirements.

One component of the process for certification of a home as a Zero Energy Ready Home (ZERH) is the Home Energy Rating System (HERS) index. Homes that meet the 2024 IECC minimum requirements for roof/ceiling insulation, fenestration, and 2.5 ACH typically achieve HERS scores in the 50's. The HERS index provides for scores between 0-100. The national average HERS score is 57. A home scoring 57 is 43-percent more efficient than homes scoring 100 and 7-percent less efficient than homes scoring 50.

A home scoring 57 on the HERS index provides an annual savings of \$718 over a home scoring 100, the maximum score. The average annual cost savings of a home scoring 50 on the HERS index is \$898, or \$180 more per year than a home scoring 57. The average annual energy cost savings of a home scoring 40 on the HERS index is \$1,078, or \$360 more per year. The estimated added construction cost to achieve a HERS score of 45-50 is \$12,000 to \$16,000, with the costs of achieving a 40 or below being significantly higher.

When comparing average added estimated construction costs to obtain a HERS score of 50 (in lieu of the national average 57 and the typical HERS score (48) of Frisco homes currently complying with the ZERH program) to the annual savings achieved (\$898), the break even point is approximately 15.5 years.

The 2024 IECC provides three separate paths for compliance; the prescriptive path (meet pre-established component requirements), the Simulated Building Performance path (a path in which compliance is demonstrated using formulas within the code), or the ERI Energy Rating Index alternative compliance path (a path very much like the current ZERH path).

The intent of the code is to establish minimum requirements for compliance related to energy conservation. The 2024 Energy Conservation Code minimum requirements are based on science and historic data and incorporate local climate data in establishing requirements for homes in Summit County. The code as published provides multiple paths for compliance.

***Recommendation:*** Adopt the code, with its' multiple compliance paths, and minor amendments necessary for clarification and coordination with the Town's other ordinances, as published.

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At the February 10, 2026, Town Council work session, Summit Fire and EMS presented a twenty-seven page package of amendments to the 2024 IFC to the Town Council. Many of the proposed amendments are more restrictive than the requirements established within the 2024 IFC as published, and appear to be designed to expand the mandates within the code for the installation or expansion of fire suppression systems (sprinklers), including in one- and two-family residential structures, and to eliminate the use of fire barriers as defined in the code, which also expands the requirements for the installation of automatic fire sprinklers. What follows are sections of the 2024 IFC that are believed to be of particular interest to and consideration by the Board of Appeals and Town Council.

### **2024 International Fire Code (IFC) Amendments**

The format provides the section of code as published (if applicable), the section of code as proposed or amended by Summit Fire, and comments and recommendations by CBO John Schumacher.

*Section as published:*

### **505.1 Address identification.**

New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the *fire code official*, address identification shall be provided in additional *approved* locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained

*Section as proposed/amended by Summit Fire:*

**505.1 Amend this section to read Address identification.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of ~~4 inches (102 mm)~~ **12 inches (127 mm)** high, **unless otherwise approved**, with a minimum stroke width of 1.5 inch **(12.7 mm)**. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or sign or means shall be used to identify the structure. Address numbers shall be maintained **and visible in all weather conditions**.

**Exception:** One- and two-family dwelling buildings have address numbers that shall be a minimum of 5 inches (127 mm) high or 4 inches (101.6 mm) reflective on a contrasting background, unless otherwise approved, with a minimum stroke width of .5 inches (12.7 mm) visible from the street or road fronting the property. Address numbers shall be maintained and visible in all weather conditions.

**Section 505.1 comments** – There are numerous changes to this section from the section as it was published that are not indicated in red text. The proposed amendment to increase the commercial address identification requirement to 12 inches is three times the requirement in the code as published. The section, as proposed, would require retrofitting of address identification numbers to meet the amended requirements. The amendments stating “unless otherwise approved”, “and visible in all weather conditions”, and “5 inches (127mm) high or 4 inches reflective” are ambiguous and use terms not defined within the code. The code, as published, requires the letters to be on a contrasting background. 12 inches is incorrectly identified as 127mm and 1.5 inches is incorrectly identified as 12.7 mm in the amendments. 12-inch letters on some of the smaller commercial structures, especially on Main Street, could appear to be large and be considered unsightly.

**Recommendation:** Amend Section 505.1 to read as follows:

**505.1 Address identification.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers and characters shall contrast with their background. Where required by the fire code official, address numbers and characters shall be provided in additional approved locations to facilitate emergency response. Address numbers and characters shall be Arabic numerals or alphabet letters. Numbers and characters shall be a minimum of ~~4 inches~~ 6 inches (152.4 mm) high with a minimum stroke width of .75 inches (19 mm), except for one- and two-family dwellings, which shall have address numbers a minimum of 4 inches (101.6 mm) high with a minimum stroke width of .5 inches (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a

monument, pole or other sign or means shall be used to identify the structure. Address numbers and characters shall be maintained.

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*Section as published:*

#### **704.1 Maintaining protection.**

Where required when the building was originally constructed, materials and systems used to protect joints and voids in the following locations shall be maintained. The materials and systems shall be securely attached to or bonded to the adjacent construction, without openings visible through the construction.

1. Joints in or between *fire-resistance-rated* walls, floors or floor/ceiling assemblies and roof or roof/ceiling assemblies.
2. Joints in *smoke barriers*.
3. Voids at the intersection of a horizontal floor assembly and an exterior curtain wall.
4. Voids at the intersection of a horizontal *smoke barrier* and an exterior curtain wall.
5. Voids at the intersection of a nonfire-resistance-rated floor assembly and an exterior curtain wall.
6. Voids at the intersection of a vertical *fire barrier* and an exterior curtain wall.
7. Voids at the intersection of a vertical *fire barrier* and a nonfire-resistance-rated roof assembly.

Unprotected joints and voids do not need to be protected where such joints and voids were not required to be protected when the building was originally constructed. Where the system design number is known, the system shall be inspected to the listing criteria and manufacturer's installation instructions.

*New sections as proposed by Summit Fire. Section does not currently exist.*

**704.1.1 Add section to read Fire-resistance-rated labeling. The fire-resistance rating shall be marked in an approved manner on the following fire resistance rated construction features:**

- 1. Structural members**
- 2. Exterior walls**
- 3. Fire walls, fire barriers, fire partitions**
- 4. Horizontal assemblies**
- 5. Shaft enclosures**

*History:* Amendment is proposed for the 2024 International Fire Code. *Restrictiveness:* More restrictive *Rational:* This amendment helps ensure that every contractor on a site knows the fire restive requirements and can seal any penetration through the listed construction feature appropriately.

*Costs:* Minimal

**704.1.2 Add section to read Fire rated Products.** The fire rated material and manufacturer information shall be labeled next to all sealed penetrations. The information shall be provided on all plan sets at all penetration locations.

*History:* Amendment is proposed for the 2024 International Fire Code. *Restrictiveness:* More restrictive. *Rational:* This amendment helps ensure that fire-rated products are compatible with other products and proper sealants are used. *Costs:* Minimal

**704.1.3 Add section to read Smoke barrier labeling.** The fire-resistance rating and smoke-resistant characteristics of smoke barriers shall be marked in an approved manner on the rated construction feature.

*History:* Amendment approved in the 2018 International Fire Code. *Restrictiveness:* Clarification *Rational:* This amendment helps ensure that penetrations through smoke barriers after initial construction are properly sealed with work that occurs during remodels. *Costs:* Usually part of the initial cost during new construction.

**Sections 704.1.1, 704.1.2, and 704.1.3 comments** – Labeling of fire-rating of walls, members and penetrations is unnecessary, increases costs, and can be unsightly. Plan reviews and subsequent inspections are conducted to ensure the proper rating of assemblies and materials used to penetrate those assemblies.

**Recommendation:** Maintain Section 704.1 of the code as published and delete added sections 704.1.1 through 704.1.3

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*Section as published:*

#### **901.4.4 Fire areas.**

Where buildings, or portions thereof, are divided into fire areas so as not to exceed the limits established for requiring a fire protection system in accordance with this chapter, such fire areas shall be separated by *fire barriers* constructed in accordance with [Section 707](#) of the *International Building Code* or *horizontal assemblies* constructed in accordance with [Section 711](#) of the *International Building Code*, or both, having a *fire-resistance rating* of not less than that determined in accordance with [Section 707.3.10](#) of the *International Building Code*

*Section as proposed/amended by Summit Fire:*

**901.4.4 Amend this section to read Fire areas.** Where buildings, or portions thereof, are divided into fire areas so as not to exceed the limits established for requiring a fire protection system in accordance with this chapter, such fire areas shall be separated by ~~fire barriers~~ **walls** constructed in accordance with ~~Section 707~~ of the *International Building Code* or horizontal assemblies constructed in accordance with ~~Section 711~~ of the *International Building Code*, or both, having a *fire-resistance rating* of not less than that determined in accordance with ~~Section 707.3.10~~ of the *International Building Code*.

*History:* Amendment approved during the adoption of the 2012 International Fire Code.

*Restrictiveness:* Clarification *Rational:* Simplifies the definition. *Costs:* No additional costs.

**Section 901.4.4 comments** – Fire barriers are fire rated assemblies (walls/floor-ceilings) of materials designed to restrict the spread of fire in which continuity is maintained. Fire walls are fire-resistance rated walls having protected openings, which restricts the spread of fire and extends continuously from the foundation to through the roof, with sufficient structural stability under fire conditions to allow the collapse of construction on either side of the wall without collapse of the wall. In more simple terms, fire walls are used to separate structures, such as the fire wall between townhouses, while fire barriers are used to separate spaces within a structure into fire areas, or areas protected from fire by tested wall or floor-ceiling assemblies. The effect of this amendment will be to greatly reduce or fully prohibit the ability to

“compartmentalize” structures into individual fire areas using a fire-rated and tested fire barrier, thus increasing the number of structures that will be required to install automatic fire sprinklers. Fire barriers have been included in the fire and building codes since the 2009 version of the codes and were included based on testing and scientific data verifying the effectiveness of such assemblies. This amendment results in additional costs to construction by requiring automatic fire suppression systems more frequently. In addition to the added costs to install sprinklers within the structure, there are potentially additional costs such as tap fees, fire line installation, fire line access costs, etc.

**Recommendation:** Maintain Section 901.4.4 as published.

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*Section as published:*

#### **903.2.1.1 Group A-1.**

An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

*Section as proposed/amended by Summit Fire:*

903.2.1.1 **Amend this section to read Group A-1.** An automatic sprinkler system shall be provided throughout stories buildings containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. The fire area has an occupant load of 300 50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

**Section 903.2.1.1 comments** – This classification typically includes movie theaters, symphony and concert halls, and Tv and radio studios. These occupancies typically have fixed seats and the number of seats, coupled with the stage and preparation areas, determines the occupant load. The reduction to an occupant load of 50 from 300 seems drastic. For example, a stand-alone single level structure of 1,500 square feet could compliantly permit an occupant load of 50, triggering the requirement for installation of an automatic sprinkler system. Amending stories to read “buildings” greatly expands the required area of coverage of the automatic sprinkler system and the associated costs of installation.

*Section as published:*

#### **903.2.1.2 Group A-2.**

An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464 m<sup>2</sup>).
2. The fire area has an occupant load of 100 or more.

3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

*Section as proposed/amended by Summit Fire:*

903.2.1.2 **Amend this section to read Group A-2.** An automatic sprinkler system shall be provided throughout ~~stories~~ **buildings** containing Group A-2 occupancies ~~and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy~~ where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464 m<sup>2</sup>).
2. The fire area has an occupant load of ~~100~~ **50** or more.

**Section 903.2.1.2 comments** – This classification typically includes restaurants, nightclubs, taverns, and bars. Group A occupancies are assembly occupancies. The occupant load factor within the codes, or the way in which the occupant load is determined, is 1 occupant for every 15 square feet (or less) for areas with moveable tables and chairs. This means that occupancies with seating areas over 750 square feet will exceed 50 occupants and require installation of an automatic sprinkler system. A popular restaurant on Main Street, which is frequently full and is currently at the 50 occupant threshold, has considered expanding into an adjacent space that would raise the occupant load over 50 but less than 100 and less than 5,000 square feet as in the published code, would be required to install an automatic sprinkler system at significant cost, likely deterring or prohibiting the expansion. Amending “stories” to read “buildings” greatly expands the required area of coverage of the automatic sprinkler system and the associated costs of installation.

*Section as Published:*

**903.2.1.3 Group A-3.**

An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the *levels of exit discharge* serving that occupancy where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. The *fire area* has an *occupant load* of 300 or more.
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

*Section as proposed/amended by Fire Summit:*

903.2.1.3 **Amend this section to read Group A-3.** An automatic sprinkler system shall be provided throughout ~~stories~~ **buildings** containing Group A-3 occupancies ~~and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy~~ where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. The fire area has an occupant load of ~~300~~ **50** or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

**Section 903.2.1.3 comments** – This classification typically includes churches, libraries, gyms, arcades, billiards, and courtrooms. The reduction to an occupant load of 50 from 300 seems drastic. Amending stories to read “buildings” greatly expands the required area of coverage of the automatic sprinkler system and the associated costs of installation. Again, structures as small as 1,500 square feet could require an automatic sprinkler system.

*Section as published:*

**903.2.1.4 Group A-4.**

An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

*Section as proposed/amended by Summit Fire:*

903.2.1.4 **Amend this section to read Group A-4.** An automatic sprinkler system shall be provided throughout ~~stories~~ **buildings** containing Group A-4 occupancies ~~and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy~~ where one of the following conditions exists:

1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. The fire area has an occupant load of ~~300~~ **50** or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

**Section 903.2.1.4 comments** - This classification typically includes arenas, pools and skating rinks. The reduction to an occupant load of 50 from 300 seems drastic. Amending stories to read “buildings” greatly expands the required area of coverage of the automatic sprinkler system and the associated costs of installation. As an example, a pool that is 20’ x 40’ with a 5’ wide walk/deck around it would require an automatic sprinkler system due to exceeding the 50 occupant trigger despite being only 1,500 square feet.

**Recommendation** - 903.2.1.1 through 903.2.4 – The amendments in these sections significantly reduce the trigger occupant loads of various occupancies at which automatic fire sprinklers are required. Some of the amended occupant loads are not coordinated with the square footages in the same sections at which the requirement for automatic fire sprinklers is triggered. The reductions to the occupant loads, some significant, greatly increases the likelihood of triggering the requirement for installation of an automatic fire sprinkler system. This requirement could have the effect of deterring some business types from occupying particular locations, or deterring the expansion or relocation of some existing businesses. Occupant loads as published within the 2024 IFC have been adjusted to their current levels from previous code cycles based on scientific data, fire science, and laboratory testing examined during the formulation of the codes. Maintenance of the occupant loads and square footages as published in the code is recommended.

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*Section as published:*

#### **903.2.1.7 Multiple fire areas.**

An automatic sprinkler system shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these fire areas is 300 or more.

*Section as proposed/amended by Summit Fire:*

903.2.1.7 **Amend this section to read Multiple fire areas.** An automatic sprinkler system shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these fire areas is ~~300~~ **50** or more.

**Section 902.2.1.7 comments** – Again, the reduction of the trigger occupant load for requirement of an automatic fire sprinkler system from 300 occupants to 50 occupants is drastic. Exit access is a rated means of egress from a building which has been fully vetted through the code formulation process as published, with national and international expert groups and individuals in the fire science field participating in the establishment of the published requirements.

**Recommendation** – Maintain this code section as published.

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*Section as published:*

An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>).

*Section as proposed/amended by Summit Fire:*

903.2.7 **Amend this section to read Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>).
4. The Group M fire area has an occupant load of 50 or more.

**Section 903.2.7 comments** – The addition of requirement “4. The Group M fire area has an occupant load of 50 or more” greatly reduces the trigger point at which an automatic fire sprinkler system is required. Group M retail establishments have an occupant load factor of 60 gross, meaning that a structure or space that exceeds 3,000 square feet, including its’ displays, would exceed 50 occupants and require an automatic sprinkler system.

**Recommendation** – Maintain this section of code as published.

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Newly added Sections 1103.5.6 through Section 1103.5.6.4 as proposed by Summit Fire:

1103.5.6 **Add a new section to read Additions and alterations to existing buildings.** Existing buildings constructed prior to adoption of this code, with a fire area exceeding 4,500 square feet (411.5 418.06 m<sup>2</sup>), undergoing additions, alterations or remodel work shall be evaluated under the International Fire Code, for the need for additional fire protection. Portions of buildings separated by approved fire walls as outlined in Chapter 7, Section 707 of the International Building Code may be considered as separate buildings.

1103.5.6.1 **Add a new section to read Existing buildings with a fire area not exceeding 4,500sq. ft. (577 m<sup>2</sup>).** An automatic sprinkler system shall be provided throughout a building undergoing an addition and/or alteration work whose new aggregate fire area of the building exceeds 4,500 square feet (411.5 418.06 m<sup>2</sup>).

1103.5.6.2 **Add a new section to read Existing buildings with a fire area exceeding 4,500 sq. ft. (577 m<sup>2</sup>).** An automatic sprinkler system shall be provided throughout a building undergoing addition work that increases the fire area of the existing building.

1103.5.6.3 **Add a new section to read Alterations to existing buildings with a fire area exceeding 4,500 sq. ft. (577 m<sup>2</sup>).** An automatic sprinkler system shall be provided throughout a building when the area undergoing alterations equals or exceeds 50% of the aggregate fire area of the building.

**Exception:** Alterations limited to the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using the same materials, elements, equipment or fixtures that serve the same purpose.

1103.5.6.4 **Add a new section to read Additions.** Buildings built under the International Residential Code any addition which increases the total square footage of the residence to greater than 5,000 square feet (473.81 m<sup>2</sup>) is to be provided with sprinkler systems at the addition only. Where the size of the addition itself is greater than 4,500 square feet (411.5 418.06 m<sup>2</sup>), the addition as well as the existing residence shall be provided with sprinklers. Where the addition increases the total square footage of the residence to greater than 5,000 square feet and the alterations to the existing structure results in the removal of interior wall and ceiling finishes exposing the structure, sprinkler systems shall be retro-fitted into the existing residence as well as the addition.

**Proposed Sections 1103.5.6.1 through 1103.5.6.4 comments** - 1103.5.6 through 1103.5.6.4 – These sections, as proposed, are confusing and ambiguous. For example, section 1103.5.6 states that a structure exceeding 4,500 square feet and undergoing an addition shall be evaluated for the need for additional fire protection. The criteria for the evaluation or the means of determination for additional protection are not defined, nor is the additional type of protection. This creates difficulty for applicants in project planning and estimation prior to submission for permit and review. Section 1103.5.6 also states that portions of the building separated by fire walls *may* be considered as separate buildings. The existence of fire walls complying with the definition of fire walls within the published code means that the separate buildings *shall* be considered separate buildings.

1103.5.6.1 – “Alterations” as defined in the code do not add square footage and therefore should not increase the aggregate fire area.

1103.5.6.1 and 1103.5.6.2 – Section 1103.5.6.4 establishes a trigger level of 5,000 square feet for installation of automatic sprinklers in IRC buildings when additions are added or alterations are performed, but sections 1103.5.6.1 and 1103.5.6.2 require any building exceeding 4,500 square feet to have sprinklers, without exempting IRC buildings or clarifying the 5,000 square foot trigger for those buildings established in Section 1103.5.6.4. An addition to an IRC building could bring the structure to a total square footage of 4,900 square feet, which would trigger the requirement for automatic sprinkler installation under 1103.5.6.1 despite the 5,000 square foot sprinkler trigger threshold established in proposed Section 1103.5.6.4.

Section 1103.5.6.4 requires if “alteration to the existing structure results in the removal of interior wall and ceiling finishes exposing the structure, sprinkler systems shall be retro-fitted into the existing residence as well as the addition. It is rare that some level of interior wall and ceiling finish exposure is unnecessary to properly tie the new addition to the existing IRC building, thus frequently triggering the requirement for retrofitting of automatic fire sprinklers. Additionally, the wording in the proposed section requires retro-fitting throughout the building, not just in the exposed areas.

***Recommendations:***

Modify proposed section 1103.5.6 to remove the term “alterations”. Modify proposed language to clarify the evaluation process for requirement of additional fire protection measures and to define the specific additional fire protection measures to be required under specific conditions.

Remove the term “alterations” from proposed section 1103.5.6.1.

Sections 1103.5.6.1 and 1103.5.6.2 should have a statement exempting buildings built under the International Residential Code added to prevent conflict with proposed section 1103.5.6.4.

Remove the requirement for retrofitting of sprinklers in the existing building from Section 1103.5.6.4.

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I solicited comments from a former CBO and plan examiner I deal with on all my projects which are included in the email below. As we have discussed (and which he echoes) the energy code is extremely costly to comply with and simply widens the gap of affordability...hopefully there is a middle ground.

Best...

Todd Crowe

**Crowe** Architects, AIA/PC

O:303-462-4636

C:303-885-7001

Begin forwarded message:

**From:** Tom Paisley <tom@lookoutcode.com>

**Date:** February 18, 2026 at 2:26:56 PM MST

**To:** Todd Crowe <croweworks@att.net>

**Subject: RE: Please Comment! Frisco Fire and Building Code updates**

Sorry for the late response.

They should adopt the International Property Maintenance Code instead of still using the 1997 Uniform Code for the abatement of dangerous buildings. Good grief that code is almost 30 years old and was replaced by the IPMC in 2000.

I am not a fan of the energy codes...the municipalities I deal with avoid them as much as we can. They are very costly to comply with which just makes housing even less affordable...there should be equal consideration to economic sustainability. We basically deleted all of chapter 11 of the IRC and only kept the R values for insulation.

Tom Paisley

[www.lookoutcode.com](http://www.lookoutcode.com)

**February 19, 2026**

## **Public Comment: Avoid Rollback of Frisco’s Leadership on the Energy Code**

To the Honorable Members of the Frisco Town Council:

My name is Jessica Burley, and I am writing to strongly encourage the Town of Frisco to adopt the 2024 International Energy Conservation Code (IECC) with **local amendments that strengthen the prescriptive pathways** and to include a more stringent Energy Rating Index (ERI) pathway for compliance.

### **Background and Experience**

I served on the Frisco Town Council from 2016–2024, where we set ambitious community climate action goals and advanced the Town’s energy code to the DOE Zero Energy Ready Home (ZERH) program. This leadership positioned Frisco as a model for high-performance building standards in mountain communities. Additionally, I served on the Colorado Energy Code Board, which established the Low Energy and Carbon Code (LECC) for the State of Colorado, and I recently facilitated Breckenridge’s adoption of the 2024 IECC with strategic amendments in 2025, working closely with technical consultants and stakeholders to ensure alignment with local climate and housing priorities.

### **Why This Matters**

#### **Colorado’s Electric Ready and Solar Ready Requirements**

Colorado’s Model Electric Ready and Solar Ready Codes are now a state requirement for jurisdictions adopting new energy codes. These provisions ensure that new construction is prepared for future electrification and renewable energy integration, including:

- Electric Ready: Dedicated circuits and panel capacity for heat pumps, EV charging, and electric appliances.
- Solar Ready: Roof space and conduit pathways for future PV installations.

**Frisco has been operating at a performance level above the base 2024 IECC through ZERH**, where homes typically achieve ERI scores in the mid-40s to 50 range, compared to the IECC 2024 ERI cap of 52. If Frisco adopts the 2024 IECC without amendments, it **risks backsliding**—prescriptive pathways can allow homes to meet code while performing at ERI ~70, which is 20–25% **less efficient than ZERH-level homes**.

Including a more stringent ERI pathway provides a flexible, outcome-based compliance option that is widely used in peer mountain communities such as Carbondale, Gunnison County, and Telluride. These jurisdictions have adopted ERI targets that scale with home size and incentivize electrification and solar.

Frisco can follow suit by:

- Requiring ERI compliance as the primary approach, or
- Tightening the ERI cap (e.g., ERI 50 instead of 52), or
- Adopting Appendix RG (Stretch Code) for enhanced performance

### **Regional Consistency**

Summit County jurisdictions have a long history of aligning energy codes to simplify compliance for contractors and maximize climate impact. Breckenridge's recent stakeholder efforts led to adoption of the 2024 IECC including amendments for **size-based prescriptive pathways, electrification readiness, and renewable energy mitigation measures**, all designed to address local climate goals and the Mountain Energy Project (MEP) gas constraints.

### **Mountain Energy Project and Electrification**

The [Mountain Energy Project](#) underscores the urgency of reducing natural gas reliance. Xcel Energy has identified a looming gas supply shortfall in the Eastern Mountain Gas System through 2033, and the approved solution prioritizes non-pipeline alternatives and beneficial electrification over costly new gas infrastructure.

Frisco's energy code should reflect this reality by incentivizing all-electric construction, consistent with the Town's own commitment to all-electric municipal facilities.

### **Energy Savings = Affordability**

Lower energy consumption translates directly into lower utility bills for homeowners and tenants, reducing monthly housing costs. For Frisco, where housing affordability is a pressing concern, robust energy code standards are a significant tool to **keep living expenses lower over the long term**. By charging forward with a strengthened code, Frisco aligns with its goals to improve residential affordability and climate resilience.

### **Healthful Homes Through Better Indoor Air Quality**

Tight building envelopes, high-performance ventilation, and all-electric systems all contribute to healthier indoor air. Burning gas indoors contributes significantly to household air pollution. According to RMI, gas stoves release nitrogen dioxide (NO<sub>2</sub>), carbon monoxide, particulate matter, benzene, and formaldehyde—leading to indoor concentrations that can be **50–400% higher than outdoors**, often exceeding one-hour outdoor standards for NO<sub>2</sub>, even in kitchens with vent hoods.

By advancing the energy code to incentivize **all-electric homes**, Frisco can protect residents from known health hazards linked to gas combustion and improve public health outcomes—especially for children, seniors, and those with asthma and other respiratory vulnerabilities.

### **Recommendations**

1. Adopt the 2024 IECC with targeted local amendments to preserve ZERH-level performance and advance performance-based compliance via ERI.
2. Adopt Colorado's Electric Ready and Solar Ready Codes to future-proof homes and reduce reliance on gas.
3. Leverage demonstrated cost savings and lower utility bills to support Frisco's objectives for residential affordability.
4. Enhance occupant health and comfort through electrification, improved ventilation and tighter envelopes—key indoor air quality measures.
5. Incentivize all-electric construction and consider stretch-code options (Appendix RG) to further future-proof the community.
6. Leverage [all-electric new-construction incentives](#) available through Xcel Energy.

Frisco's legacy of climate leadership, such as ZERH adoption and all-electric municipal facilities, can be extended through a **strengthened 2024 IECC or adopting Colorado's Low Energy and Carbon Code**. This step would deliver energy affordability, public health benefits, and resilience against emerging gas system challenges like the Mountain Energy Project.

Thank you for your time and continued commitment to a sustainable and equitable future for Frisco residents.

Respectfully submitted,  
Jessica Burley  
244 Belford St, Frisco

Frisco Town Council Member (2016–2024)  
Colorado Energy Code Board Member (March 2024 – May 2025)  
Chair, Colorado Communities for Climate Action (June 2025 – Present)  
Sustainability & Parking Manager, Town of Breckenridge



**RECORD OF PROCEEDINGS – MINUTES**

**THE TOWN COUNCIL OF THE TOWN OF FRISCO  
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443  
FEBRUARY 24, 2026 AT 4:15PM**

**Work Session:**

- **Agenda Item #1:** Frisco Bay Marina Fund Overview
- **Agenda Item #2:** 2026 Community Development Department Action Plan Update & Discussion

**REGULAR MEETING OF  
THE TOWN COUNCIL OF THE TOWN OF FRISCO  
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443  
FEBRUARY 24, 2026 AT 7:00PM**

**Call to Order:**

Meeting called to order at 7:00PM by Mayor Ihnken.

**Roll Call:**

Roll called by Town Clerk Stacey Campbell at 7:00PM.

Rick Ihnken – PRESENT (IN-PERSON) – Mayor

Andy Held – PRESENT (IN-PERSON) – Mayor Pro Tem

Martin Allen – PRESENT (IN-PERSON)

Robyn Goldstein – PRESENT (IN-PERSON)

Dan Kibbie – PRESENT (IN-PERSON)

Zachary Ryan – PRESENT (IN-PERSON)

Elizabeth Skrzypczak-Adrian – PRESENT (IN-PERSON)

**Public Comment:**

Public Comment opened by Mayor Ihnken at 7:01PM.

***Public Comment is reserved for items that do not have Public Hearings on this meeting's agenda. If you plan to comment on an item already appearing on the agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, be topic-specific, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. It is recommended to sign-in***

**at the Welcome Table at each meeting if providing in-person Public Comment, and include contact information for follow-up communication.**

<b>Full Name of Commenter</b>	<b>In Person or Online</b>	<b>Address</b>	<b>Topic(s)</b>
Laura Eickhoff	In Person	507 Main Street (business owner)	Foote's Rest construction project parking allocation
Kim Nearpass-Pollack	In Person	Bill's Ranch resident, 507 Main Street (business owner)	Foote's Rest construction project parking, traffic, fencing, and safety concerns
Susanne Johnston	In Person	Not provided	Foote's Rest construction project traffic and safety concerns
Justin Pollack	In Person	835 Temple Trail resident, 507 Main Street (business owner)	Foote's Rest construction project parking, traffic, fencing, and safety concerns, thanked Council and staff for obtaining Pioneer Park Grant

Seeing no public comments in person or online, Mayor Ihnken closed Public Comment at 7:13PM and moved into Council Comments.

**Council Comments:**

Councilmember Goldstein reflected on her recent attendance of the Town's most recent All Staff meeting.

Councilmember Allen gave kudos to the Tubing Hill and Nordic Center staff maintaining operations during a lean winter season.

Councilmember Kibbie commented on the Foote's Rest construction project, acknowledging that such a large construction project causes inconveniences on the community, and the lean winter snowfall this season impacting businesses.

With no further Council Comments, Mayor Ihnken moved into Staff Updates.

**Staff Updates:**

None.

**Consent Agenda:**

- Minutes from February 10, 2026
- Warrant List
- Purchasing Cards

**MOTION:** MAYOR PRO TEM HELD MOVED TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILMEMBER SKRZYPCZAK-ADRIAN.

**VOTE:**

KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA

RYAN	YEA
IHNKEN	YEA
ALLEN	YEA

**MOTION: PASSED AT 7:18PM**

**New Business:**

**Agenda Item #1:** Resolution 26-10: AUTHORIZING THE PURCHASE OF A CAT 938 WHEEL LOADER

Mayor Ihnken read the item into the record at 7:18PM and opened the public hearing.

Josh Southworth, Public Works Department Director, presented the item. Josh answered questions from Councilmembers Kibbie, Allen, and Mayor Ihnken regarding the vehicle and equipment replacement reasoning and programs in place, especially with regard to the Town’s Budget.

Mayor Ihnken opened the floor for Public Comment at 7:34PM, Mayor Ihnken closed public comment at 7:34PM and moved back to Council Discussion.

Mayor Ihnken added a comment that there is never a “good” time to incur costs to replace equipment, but expressed support for the purchase.

**MOTION:** COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE RESOLUTION, SECONDED BY MAYOR PRO TEM HELD.

ALLEN	YEA
KIBBIE	NO
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA

**MOTION: PASSED AT 7:35PM**

**Old Business:**

**Agenda Item #1:** Second Reading Ordinance 26-05: AN ORDINANCE ESTABLISHING, PURSUANT TO SECTION 171-11 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, THE PLANT INVESTMENT FEES, CAPITAL EQR SCHEDULES, DELIVERY CHARGES, FLAT RATES, AND USAGE FEES TO BE CHARGED IN CONNECTION WITH THE TOWN'S WATER SYSTEM

Mayor Ihnken read the item into the record at 7:36PM and opened the public hearing.

Finance Director Leslie Edwards presented the item.

Mayor Ihnken opened the floor for Public Comment at 7:36PM, seeing none, closed Public Comment.

**MOTION:** COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE ORDINANCE ON SECOND READING, SECONDED BY COUNCILMEMBER GOLDSTEIN.

IHNKEN	YEA
ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA

**MOTION: PASSED AT 7:37PM**

**Agenda Item #2:** Second Reading Ordinance 26-06: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2025 BUDGET

Mayor Ihnken read the item into the record at 7:37PM and opened the public hearing.

Finance Director Leslie Edwards presented the item, detailing the need for the adoption of the Ordinance, and offered to answer any questions.

Mayor Ihnken opened the floor for Public Comment at 7:39PM, seeing none, closed Public Comment.

No Council discussion ensued.

**MOTION: MAYOR PRO TEM HELD MOVED TO APPROVE THE ORDINANCE ON SECOND READING, SECONDED BY COUNCILMEMBER SKRZYPCZAK-ADRIAN.**

KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA
ALLEN	YEA

**MOTION: PASSED AT 7:39PM**

**Agenda Item #3:** Second Reading Ordinance 26-07: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET

Mayor Ihnken read the item into the record at 7:39PM and opened the public hearing.

Finance Director Leslie Edwards presented the item, detailing the need for the adoption of the Ordinance, and offered to answer any questions.

Mayor Ihnken opened the floor for Public Comment at 7:40PM, seeing none, closed Public Comment.

No Council discussion ensued.

**MOTION:** MAYOR PRO TEM HELD MOVED TO APPROVE THE ORDINANCE ON SECOND READING, SECONDED BY COUNCILMEMBER GOLDSTEIN.

ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA

**MOTION: PASSED AT 7:40PM**

**Executive Session:**

**MOTION:** MAYOR PRO TEM MOVED TO ENTER AN EXECUTIVE SESSION PURSUANT TO:

SECTION 24-6-402(4)(B) OF THE COLORADO REVISED STATUTES TO RECEIVE LEGAL ADVICE FROM THE TOWN ATTORNEY ON SPECIFIC LEGAL QUESTIONS CONCERNING THE LAW OF LIBEL AS IT RELATES TO PUBLIC OFFICIALS, AND

PURSUANT TO COLORADO REVISED STATUTES SECTION 24-6-402(4)(F), CONCERNING PERSONNEL, TO DISCUSS THE TOWN MANAGER’S PERFORMANCE EVALUATION,

SECONDED, BY COUNCILMEMBER ALLEN, AT 7:42PM. ALL COUNCILMEMBERS PRESENT, UNANIMOUSLY VOTED “YEA” TO ENTER EXECUTIVE SESSION.

The Executive Session ensued.

**MOTION:** MAYOR PRO TEM HELD MOVED TO EXIT EXECUTIVE SESSION, SECONDED BY COUNCILMEMBER ALLEN.

IHNKEN	YEA
ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA

**MOTION: PASSED AT 9:15PM**

**Adjourn:**

COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO ADJOURN, SECONDED BY COUNCILMEMBER ALLEN AND COUNCIL VOTED UNANIMOUSLY IN FAVOR AT 9:15PM.

Respectfully Submitted,

Stacey Campbell  
Stacey Campbell  
Town Clerk





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**TO: Mayor and Town Council**  
**FROM: Linsey Joyce, Recreation Director**  
**RE: Frisco Haus LLC Concessionaire Contract and Lease Agreement Approval**  
**DATE: March 10, 2026**

**Summary & Background:**

Frisco Haus LLC at the Day Lodge at the Frisco Adventure Park is operated and managed by Shervin Aghili. In 2024, the Town partnered with Frisco Haus to increase food service offerings. Previously, food and beverage services had been operated in-house, but due to staffing shortages and limited food and beverage experience, the decision was made to contract out these services.

The Frisco Day Lodge is open to the public Thursdays-Mondays from Thanksgiving through early April annually, weather dependent. Frisco Haus will operate on these dates and in summer, they will be open for business during posted Day Lodge summer operating hours. Frisco Haus will also meet scheduled facility rental alcohol service requirements.

**Analysis:**

On October 28, 2025, Town Council approved the liquor license transfer from the Town of Frisco to Shervin Aghili. Due to staff oversight, the 2025/2026 concessionaire contract and lease agreement were inadvertently left out of the October 28, 2025, consent agenda. It was brought to staff's attention in February 2026 that this contract and lease agreement were overlooked, and staff immediately added it to the next Town Council consent agenda, March 10, 2026.

Since 2024, Frisco Haus has cooperated with and participated in Town public and private events at the Frisco Adventure Park and continues to meet all the standards set forth in the Concessionaire and Lease Agreements. Their required reports and fees have been remitted to the Town in a timely manner.

The Concessionaire Agreement will set the terms and conditions under which Frisco Haus will operate as the seasonal food and beverage concessionaire for the Frisco Day Lodge.

The Lease Agreement with Frisco Haus provides the terms and conditions for use of the Town's property in connection with the food and beverage operation.

**Financial Impact:**

Through the food and beverage concessionaire agreement between the Town and Frisco Haus, the concessionaire pays the Town 10% of all gross revenues collected. This agreement is consistent with other food and beverage concessionaire agreements with the Town of Frisco. In 2025, the Town of Frisco received \$18,790 from Frisco Haus. The 2026 revenue budget (10-1160-3705) for PRA Concessionaire Revenue is \$40,000, which is higher to account for alcohol sales in 2026.

**Environmental Sustainability:**

Concessionaire will engage in the recycling of waste created. Mr. Aghili also understands that he cannot sell or offer for sale any single-use plastic water bottles, and that he cannot sell or offer for sale any single use plastic cup.

**Alignment with Strategic Plan:**

This agreement helps support a thriving economy by encouraging a local business to not only provide goods and services but also to have a positive impact on the experience of residents and visitors. The Town supports Frisco's economy by recognizing, preserving, and improving upon the assets that sustain our community, including the Frisco Adventure Park.

**Staff Recommendation:**

Staff recommend the Town Council approve the Agreement for Frisco Haus LLC Concessionaire Contract and Lease Agreement for Food and Beverage Services dated November 1, 2025.

**Reviews and Approvals:**

Linsey Joyce, Recreation Director  
Diane McBride, Assistant Town Manager  
Tom Fisher, Town Manager

Created/Initiated - 3/5/2026  
Approved - 3/5/2026  
Final Approval - 3/5/2026

**Attachments:**

1. Attachment 1 - Consent to Agreement for Frisco Haus Concessionaire Contract
2. Attachment 2 - Lease Agreement for Food and Beverage Services

## FRISCO DAY LODGE CONCESSIONAIRE AGREEMENT

This Frisco Day Lodge Concessionaire Agreement (this "Agreement") is made and entered into this 1<sup>st</sup> day of November 2025, by and between Frisco Haus LLC, a Colorado limited liability company d/b/a Frisco Haus, ("Concessionaire") and the Town of Frisco, a Colorado home rule municipal corporation ("Frisco").

WHEREAS, Frisco operates the Frisco Adventure Park, including, the provision of recreational activities and special events, but wishes to contract for the provision of certain other services; and

WHEREAS, it is the goal of the Frisco Town Council to provide visitors and citizens with quality food and beverage at the Frisco Day Lodge; and

WHEREAS, Concessionaire provides food and beverage services and facilities.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, Concessionaire and Frisco hereby agree as follows:

1. Food and Beverage Services and Facilities. Concessionaire shall have the right and obligation to provide food and beverage services including alcohol to the public at the Frisco Day Lodge (hereinafter the "Food and Beverage Operations" or the "Operations"), under the terms of this Agreement.

2. Service Standards. Concessionaire agrees that in conducting its Operations, it shall adhere to the following service standards adopted by the Frisco Town Council. Concessionaire shall:

(a) operate in accordance with all applicable state and local and state government food service and liquor license regulations, and in a professional manner provide quality service and equipment to all users;

(b) ensure that the Operations are conducted in a timely manner, including but not limited to being open for business during posted winter season operating hours, which operating hours shall include breakfast, lunch and snack service five (5) days per week (Thursday through Monday, including holidays) and in summer, included but not limited to being open for business during posted summer season operating hours, which operating hours shall include breakfast, lunch and snack service up to seven (7) days a week, so as not to conflict with private or public Day Lodge facility rental or events and/or those requiring alcohol service. Concessionaire will meet scheduled facility rental alcohol service requirements during the Term of this Agreement (defined in paragraph 3 below).

(c) ensure that its employees provide courteous and friendly service to all patrons without regard to age, race, color, sex, sexual orientation, disability, religion or political affiliation;

(d) work cooperatively with and support the Town of Frisco and Frisco Adventure Park whenever appropriate with respect to mutually beneficial programs;

(e) maintain any portion of the Frisco Day Lodge that it uses in a generally good appearance, keeping it clean, tidy and free of debris in order to project a professional image at all times and maintain all equipment in properly functioning order, and;

(f) abide by any parking restrictions at the Frisco Day Lodge, both for concessionaire- owned vehicles and those vehicles belonging to employees of concessionaire, to allow for the orderly flow of traffic throughout the Frisco Adventure Park; and

(g) uphold and support applicable programs and policies of Frisco. Maintain operating standards as written in this Agreement.

(h) uphold Town of Frisco's policies to operate sustainably, and utilize such equipment, standards, and materials to best reduce, reuse, and recycle all cutlery and related food service items.

(i) ensure its employees have completed and hold unexpired alcohol server training.

These standards of service shall hereinafter be referred to as the "Service Standards".

3. Term, Possession and Interest. The term of this Agreement ( the “Term of this Agreement”) shall be from the date first written above, November 1, 2025, to October 31, 2026. Thereafter the term of this agreement will be renewed for five (5) successive one year renewal terms unless, not less than 30 days prior to the end of the initial term or any renewal term, the Concessionaire or the Town provides written notice to the other party of its desire to terminate this Agreement, which notice shall cause this Agreement to terminate at the end of the then-current term or renewal term The initial term of this Agreement together with any automatic renewal term of this Agreement is referred to herein as the “Term of this Agreement.”

Concessionaire understands and agrees that, if it is determined by the Town Council that a new food and beverage service facility will be established at the Adventure Park, either as a replacement or as a supplement to the facility provided for in this Agreement and in the Lease Agreement (as defined below), then the Town shall determine, in its sole discretion and in accordance with applicable law, whether to seek competitive proposals for the operation of some or all food and beverage service facilities within the Adventure Park. The portion of the Adventure Park provided by Frisco for use by Concessionaire ( the Leased Premises”) shall be as described in that certain Frisco Adventure Park Food and Beverage Concessionaire Lease. (the “Lease Agreement”) Concessionaire shall not use the leased premises for any use or purpose other than as expressly provided in this Agreement or the Lease Agreement.

3. Payments by Concessionaire.

(a) Reporting Requirements.

(i) Before 5 p.m. on the first Monday of each month during the term of this Agreement, Concessionaire shall submit to the Town of Frisco's Finance Director a report of Concessionaire's gross revenues collected during the previous month from its

Operations and any retail sales allowed under this Agreement ("Gross Revenues Collected"). Concessionaire shall include with each report a signed statement affirming the completeness and accuracy of such a report. Such statement may be prepared and certified to be true and correct by Concessionaire's bookkeeper; provided, however, that if the Finance Director has a reasonable objection to the use of Concessionaire's bookkeeper to prepare such statement, Concessionaire will engage an independent certified public accountant or other qualified person acceptable to the Finance Director to prepare and certify such statement.

(ii) The Finance Director shall have the right at any time upon 15 days' written notice to audit all of the books of account, bank statements, documents, records, returns, papers and files of Concessionaire relating to Gross Revenues Collected from operations at the Frisco Day Lodge. Concessionaire, on the 16th day after written notice of the request to audit, shall make all such documents available for examination at the main offices of the Town of Frisco.

(iii) If Town determines after an audit that the Gross Revenues Collected for any reporting period as shown by Concessionaire's report(s) have been understated by more than three percent (3%), Concessionaire shall pay to Town the cost of such audit, the amount of any deficiency and interest, at the rate of 1.5% per month, on such amount. The Town's right to perform such an audit shall expire three (3) years after Concessionaire's certified reports have been delivered to the Town.

(iv) If the audit conducted by the Finance Director shows that the Concessionaire's Gross Revenues Collected reports have been understated more than three percent (3%), Concessionaire shall have the right to have an independent audit conducted at its expense. Such audit shall be completed within thirty (30) days from the date Concessionaire is notified of the results of the Finance Director's audit. The Finance Director and the independent auditor shall attempt to reconcile any discrepancies between the two audits. If the Finance Director and the independent auditor are unable to reconcile any such discrepancies, either party may enforce its right or remedies under this section by appropriate judicial action as provided by law.

(v) Concessionaire expressly agrees that Finance Director may inspect any sales tax return or report and accompanying schedules and data which Concessionaire may file with Town pursuant to the Town's Retail Sales Tax Ordinance and Concessionaire waives any claim of confidentiality which it may have in connection therewith.

(b) Operating Fees.

(i) Concessionaire shall pay 10% of all gross revenues collected (the "Operating Fee") to Frisco

(ii) On or before the 20<sup>th</sup> of each month, Concessionaire shall pay to Frisco the Operating Fee that accrued during the immediately previous operating month. Non-payment of the Operating Fee shall constitute a material breach of this Agreement for which Frisco may terminate this Agreement pursuant to Section 8 herein

4. Concessionaire's Specific Responsibilities. Concessionaire shall be responsible

for the following:

- (a) *Generally.* Concessionaire shall monitor its Operations, meet monthly with Frisco staff to assure continued coordination of activities, and work toward the accomplishment of Frisco's Service Standards. Concessionaire shall designate a person to serve as the primary contact with Frisco. Until such designation is changed in writing, Shervin Aghili shall be such contact.
- (b) *Safety.* In addition to undertaking such safety measures as are normal and customary in the food service industry, Concessionaire shall provide any safety measures reasonably required by Frisco from time to time.

*Daily Operation.* During the Term of this Agreement, Concessionaire shall schedule its winter operations for breakfast, lunch, and snack services five (5) days per week (Thursday through Monday, including holidays) during the Term of this Agreement. The length of the daily winter services also may be longer or shorter depending on weather conditions, at Concessionaire's discretion, and reservations may be taken at various hours outside these daily hours of operations for catering or other special events and alcohol service requests. Concessionaire may also schedule its summer operations for breakfast, lunch and snack services up to seven (7) days a week, so as not to conflict with private or public Day Lodge facility rental or events and/or those requiring alcohol service. In addition, Concessionaire shall provide alcohol service for scheduled Day Lodge events and facility rentals in spring, summer, and fall as coordinated by Frisco Adventure Park Guest Service staff. Concessionaire shall be available by phone at all other times to accommodate Concessionaire's customers and shall make such phone number available to the Frisco Adventure Park Staff.

- (c) *Financial records.* Concessionaire shall maintain complete and accurate financial records and information with respect to its Operations and shall retain all such records and information for no less than three years from their date of origination. Concessionaire shall make such records and information available for inspection by Frisco upon request.
- (d) *Permits.* Concessionaire is responsible for obtaining all permits required by Fire Department, Health Department, State and Local Liquor License authority, and any other governing agencies. Concessionaire shall provide proof of such permitting to the Finance Director for the Town of Frisco prior to commencing Operations for the Term of this Agreement.
- (e) *Janitorial Services and Trash Removal* Concessionaire shall provide at its sole cost and expense: (1) daily janitorial services for the Leased Premises and any other portion of the Frisco Day Lodge that is used by concessionaire from time to time in connection with its food and beverage operations; (2) regular trash removal for waste created in connection with food and beverage operations. Concessionaire is encouraged to engage in the recycling of waste so created.
- (f) *Food and beverage menu and pricing* Prior to the offering of any food or beverages for sale at the Frisco Adventure Park, Concessionaire shall present to the Town for its approval, which approval shall not be unreasonably withheld,

the menu for such food and beverages and the prices to be charged by the Concessionaire for the same.

- (g) *Employees.* Concessionaire shall provide such employees for the Operations as it deems necessary. All employee benefits, including FICA and worker's compensation insurance, shall be provided and paid for by Concessionaire.
- (h) *Office equipment.* Concessionaire shall provide all office equipment necessary to effectively provide its Operations, including but not limited to, register, credit card system and radio and telephone lines.
- (i) *Insurance.* During the Term of this Agreement, Concessionaire shall procure and maintain, at its own expense, the following policy or policies of insurance.
- (k) Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall name Frisco, its employees and agents as additional insureds and shall include severability of interests, waiver of subrogation and cross-liability endorsement provisions.
  - (i) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of six hundred thousand dollars (\$600,000) disease - policy limit, and six hundred thousand dollars (\$600,000) disease - each employee. Every policy required under this Section 6(k) shall be primary insurance and any insurance carried by Frisco, its officers or its employees or carried by or provided through any insurance pool of Frisco, shall be excess and not contributory insurance to that provided by Concessionaire. Concessionaire shall be solely responsible for any deductible losses under any policy required above. Any insured policy required under this Agreement shall be written by a responsible company.
  - (ii) Prior to commencement of this Agreement, concessionaire shall provide Frisco with a certificate of insurance completed by Concessionaire's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Frisco.
  - (iii) Concessionaire shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Section 6(k) by reason of Concessionaire's failure to procure or maintain insurance, or by reason

of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Concessionaire to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Frisco may immediately terminate this Agreement or, at its discretion, Frisco 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 Frisco shall be repaid by Concessionaire to Frisco upon demand.

(iv) Concessionaire will notify Frisco of any accident, claim or potential claim involving Concessionaire or its Operations within twenty-four (24) hours of such accident or of learning of such claim or potential claim.

(1) *Signage.* Concessionaire shall provide on-site signage for its Operations at the Frisco Day Lodge, which signage shall be subject to Frisco's sign code and to Frisco's prior approval as operator of the Frisco Adventure Park, which approval shall not be unreasonably withheld. Concessionaire shall display required signage in operating space related to Health Department and Liquor License or any other governing agencies.

5. Frisco's Specific Responsibilities. Frisco shall provide the following services or property to the Concessionaire:

(a) *Marketing.* Frisco shall review and shall have the right to approve all advertising and promotional events and special programs that Concessionaire wishes to conduct.

(b) *Inquiries.* Any telephone inquiries regarding Concessionaire received by Frisco employees shall be directed to Concessionaire at (650) 208-2277. Anyone making an in-person inquiry regarding Concessionaire at a Frisco office shall be directed to Concessionaire's location where he or she will be met by Concessionaire.

6. Termination.

(a) Either party may terminate this Agreement by written notice to the other in the event that the other party is in breach of any of its obligations hereunder. A party shall be deemed to be in breach if it fails to remedy any default or failure to perform hereunder within fifteen (15) days after written notice from the other party of such default or failure or, in the event such default or failure is non-monetary and cannot be remedied within fifteen (15) days, if the party in breach fails to initiate such cure within fifteen (15) days after notice from the other party or fails diligently to pursue such cure thereafter.

(b) Without limiting Frisco's right to declare and give notice of a default or failure to perform by Concessionaire based on Frisco's reasonable determination that Concessionaire is in default or has failed to perform its obligations under this Agreement, including but not limited to, complying with all of the Service

Standards and paying fees in a timely manner, Concessionaire shall be deemed to be in breach if Frisco has received three or more written complaints within any twelve month period concerning any similar default or failure to perform by Concessionaire. In the event of a breach based upon Frisco's receipt of three or more written complaints as described herein, Concessionaire shall be deemed to be in breach without the need for Frisco to provide written notice of a default or failure to perform, provided that Frisco has provided Concessionaire with a copy of each of the first two written complaints within seven days of Frisco's receipt thereof, and has provided Concessionaire an opportunity to respond to each such complaint within seven days of delivery of the same to Concessionaire. After receipt of the third such written complaint, Frisco may terminate this Agreement if, after mediation between the parties before a neutral third party, Frisco determines, in its reasonable direction, that Concessionaire is unlikely to remedy the defaults or failures to perform that gave rise to the written complaints. The costs of any such mediation shall be divided equally between the parties, and the parties shall bear their own attorneys fees, if any, incurred in connection with the mediation. If the parties are unable to agree upon a neutral third party mediator, each shall engage its own mediator and, together, such mediators shall designate a neutral third-party mediator.

- (c) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. In the event that the Frisco Town Council shall fail to appropriate sufficient sums to meet the Town's financial obligations hereunder in fiscal years beyond that of the date first written above, this Agreement shall automatically terminate and neither party shall owe any other or further duties to the other. The Town shall promptly give the Concessionaire written notice of the Town Council's failure to appropriate sums that may be necessary to meet the Town's obligations hereunder in such future fiscal years.

7. Remedies. Any of the foregoing remedies shall not preclude the pursuit of any other remedies herein provided or any other remedies provided by law, nor shall any remedy constitute a forfeiture or waiver of any fees owed to Frisco or to any damages occurring to Frisco by reason of the violation of any of the terms or provisions herein contained.

8. Indemnification.

- (a) Concessionaire agrees to indemnify and hold harmless Frisco, its officers, employees and insurers from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of the Concessionaire, or of any subcontractor of the Concessionaire, or any officer, employee, representative or agent of the Concessionaire or of any subcontractor of the Concessionaire, or any employee of any subcontractor of the Concessionaire. The Concessionaire agrees to investigate, handle, respond to and

provide defense for and defend against, any such liability claims or demands at the sole expense of Concessionaire or, at the option of Frisco, agrees to pay for, or reimburse Frisco for, the defense costs incurred by Frisco in connection with any such liability, claims or demands. Concessionaire also agrees to bear all other costs and expenses related thereto, including court costs and reasonable attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. The obligations of Concessionaire shall not extend to any injury, loss or damage which is caused solely by the act, omission or other fault of Frisco, its officers or its employees.

(b) The parties hereto understand and agree that Frisco is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations, present or future, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., CRS., as from time to time amended, or otherwise available to Frisco, its officers or its employees.

9. Assignment. Concessionaire shall not voluntarily, by operation of law or otherwise, assign, encumber or otherwise transfer its rights under this Agreement or any interest herein without the prior written consent of Frisco in each instance. Frisco may withhold such consent in its sole and absolute discretion. Any transfer without Frisco's prior written consent shall constitute a default under this Agreement and shall be void and shall confer no rights upon any third party. Without limiting the generality of the foregoing, if Concessionaire is not a natural person, any change in the parties controlling Concessionaire on the date hereof, whether by sale of stock or other ownership interest, or otherwise, and any merger, dissolution, consolidation or other reorganization of Concessionaire, shall be deemed a transfer. Every assignment of this Agreement to which Frisco consents shall be by an instrument in writing pursuant to which the assignee expressly agrees for the benefit of Frisco to assume, perform and observe all of the Concessionaire's obligations under this Agreement. The consent by Frisco to a transfer shall not relieve Concessionaire from primary liability hereunder (which shall be joint and several with any assignees or other transferees) or from the obligation to obtain the express consent in writing of Frisco to any further transfer.

10. Notice. Whenever a provision is made in this Agreement for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving the same, and it shall be deemed sufficient notice if personally delivered to the other party or if sent by certified mail, postage prepaid, to the addresses set forth below for the parties or to such other address as either party may furnish by notice.

FRISCO  
Town of Frisco  
PO Box 4100  
Frisco, CO 80443  
Attn: Finance Director

CONCESSIONAIRE  
Frisco Haus LLC  
PO Box4393  
Dillon, CO 80435  
Attn: Shervin Aghili

11. Entire Agreement. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement of the parties and supersedes all prior negotiations and understandings.

12. Relationship of Parties. Frisco and Concessionaire agree that nothing in this Agreement is intended to create, nor shall be deemed, held or construed as creating, any partnership, joint venture, employer/employee or other relationship between them other than that of Concessionaire as Frisco's independent contractor. Concessionaire shall at all times control the means and manner by which Concessionaire performs the work under this Agreement, subject to Frisco's right to monitor, evaluate and improve such work.

13. No Third Party Beneficiary. No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto, and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

14. Amendments. This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

15. Colorado Law. This Agreement is to be governed by the laws of the State of Colorado.

16. Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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

TOWN OF FRISCO, a Colorado municipality

Frisco Haus LLC, a Colorado limited liability company

Signed By:

Signed By:

\_\_\_\_\_

\_\_\_\_\_

Frederick J. Ihnken, Mayor

Shervin Aghili, Owner

ATTEST:

\_\_\_\_\_  
Stacey Nell, Town Clerk

**FRISCO ADVENTURE PARK**  
**FOOD AND BEVERAGE CONCESSIONAIRE'S LEASE**

THIS FRISCO ADVENTURE PARK FOOD AND BEVERAGE CONCESSIONAIRE'S LEASE (this "Lease") is made this 1st day of November, 2025 by and between the TOWN OF FRISCO, COLORADO, a Colorado municipal corporation, with an address of P.O. Box 4100, Frisco, Colorado 80443 ("Landlord") and Frisco Haus LLC., a Colorado limited liability company d/b/a Frisco Haus, with an address of P.O. Box 4393, Dillon, CO 80435 ("Tenant").

In consideration of the premises, the mutual covenants contained in this Lease and that certain Frisco Day Lodge Concessionaire Agreement entered into between parties hereto on or about November 1, 2025 (the "Concessionaire Agreement"), and each and every act to be performed by the parties, Landlord and Tenant agree as follows:

1. **Premises.** Landlord by this Lease leases and demises to Tenant, and Tenant takes and hires from Landlord the real property and improvements located in the Frisco Day Lodge kitchen at 621 Recreation Way, Town of Frisco, Summit County, Colorado described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

2. **Use and Occupancy.**

A. Tenant covenants and agrees (i) to occupy the Premises in accordance with those uses set forth in the Concessionaire Agreement and in accordance with all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Premises and all applicable protective covenants and all rules, orders, regulations and requirements of the local fire department or agency and local building department, or any other similar body having jurisdiction over the Premises and for no other purpose; and (ii) to use the Premises in a careful, safe and proper manner; and (iii) not to use or permit the Premises to be used for any purpose prohibited by the laws, ordinances, codes, rules and regulations of the United States, the State of Colorado or the Town of Frisco.

B. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisance on or in the Premises. The use and occupation by Tenant of the Premises shall be subject to the terms and conditions of this Lease.

3. **Term and Possession.** The term of this Lease shall be concurrent with the term of the Concessionaire Agreement (the "Lease Term"), and any notice of termination or non-renewal of the Concessionaire Agreement shall constitute an effective notice of termination of this Lease Agreement. Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises as of the date of taking possession were in good order and repair. Should Tenant hold over after the expiration or termination of this Lease, such holding over shall be construed as a month-to-month tenancy on all of the terms and conditions of this

Lease reasonably applicable to a month- to-month lease at a minimum base rent of Two Thousand Dollars (\$2,000.00) per month. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease.

4. Rent. Rent for the Lease Term shall be the payments due under the Concessionaire Agreement. All payments required under this Lease shall be paid without notice, demand, setoff or deduction, in lawful money of the United States of America, at Landlord's address as set forth in the first paragraph hereof or at such other place as Landlord may from time to time designate in writing.

5. Security Deposit. Tenant shall maintain with Landlord a security deposit of \$1,000 (the "Security Deposit") as security for the payment by Tenant of rent and additional rent and for the faithful performance of all the terms, conditions and covenants of this Lease. If at any time Tenant defaults in the performance of any provision of this Lease, Landlord may, but shall not be required to, use all or part of the Security Deposit in payment of any of the rent or additional rent in default, or any expense, damage, or liability suffered by Landlord by reason of Tenant's default. In such event, Tenant shall, within five days after written demand from Landlord, deposit with Landlord a sufficient amount in cash to restore the Security Deposit to its original amount. If Landlord's claims exceed the Security Deposit, Tenant shall remain liable for the balance of such claims. The Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. If Tenant shall fully perform every provision of this Lease, the Security Deposit, or any balance thereof remaining, shall be returned to Tenant within a reasonable time after the expiration of this Lease and Tenant's vacation of the Premises. Landlord shall have the right to commingle the Security Deposit with other funds of Landlord, and Tenant shall not be entitled to interest on the Security Deposit. Landlord shall deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event such interest be sold, and thereupon Landlord shall be discharged from further liability with respect to the Security Deposit. Tenant shall not assign or encumber or attempt to assign or encumber the Security Deposit except as part of a permitted assignment of this Lease.

6. Expenses of Operating the Premises.

A. Utilities.

(i) Landlord. Landlord shall provide the necessary mains, conduits and facilities in order that water, electricity, telephone, and sewer may be furnished to the Premises. Landlord also agrees to pay 100% of gas, electric, water, sewer, cleaning (except as set forth in subsection B(ii) below), quarterly fire system fees, trash fees, recycling fees, and toiletries charges.

(ii) Tenant. As additional rent, Tenant shall pay, prior to

delinquency, all expenses for health department inspections of the Premises that are required by law.

**B. Maintenance and Repairs.**

(i) Landlord. Landlord shall keep the foundations, exterior walls, interior walls, floors, ceilings, lighting fixtures, roof, electrical, heating, water and sewer systems of the Premises in good repair, except that Landlord shall not be required to make any repairs which become necessary or desirable by reason of any negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees. Landlord shall coordinate the repair or replacement of provided kitchen equipment including; refrigerator, freezer, kegerator, beverage merchandizer, deep fryer, stove top combo with oven, dishwasher, handwashing and triple sink should their operation fail. Landlord is expected to coordinate a service repair or replacement plan within 7 days of notification from Tenant.

(ii) Tenant. Tenant shall keep the interior of the kitchen Premises, including, but not limited to, refrigerator, freezer, kegerator, beverage merchandizer, deep fryer, stove top combo with, oven, dishwasher, handwashing and triple sink, hood ventilation, dry storage space, and countertop space, clean, orderly, and in good repair at its own expense and cost. Areas that require special access will be kept clear and be in compliance with all regulations regarding storage of items. Tenant will notify Landlord promptly should any equipment fail, in which repair or replacement is needed.

**C. Taxes.**

(i) Personal Property, Etc. Tenant shall be responsible for and pay before delinquency any and all taxes and assessments levied or otherwise charged by any governmental entity on the personal property of Tenant, on Tenant's privilege of doing business, on Tenant's sales or otherwise resulting from Tenant's conduct of operations on or at the Premises.

(ii) Real Property. Tenant shall be responsible for and pay before delinquency any and all real property taxes attributable to Tenant's leasehold estate. The Landlord shall be responsible for and pay before delinquency all general and special real estate taxes, special assessments, assessments for improvements, special district or improvement district assessments, water taxes, sewer tax and all other taxes, charges, rates, levies and assessments of whatever nature levied, assessed or collected by any governmental or quasi-governmental authority (whether now existing or hereafter created) upon or with respect to the Premises of Landlord's ownership or operation thereof, and all taxes or charges imposed in lieu of (or in lieu of any increases in) any such tax.

D. Reimbursement:

(i) Proration. If Landlord deems it necessary to pay any expenses described in this Section 6, Tenant shall reimburse Landlord promptly upon demand. If the Lease Term commences after the beginning of, or expires before the end of, a calendar year, any amount payable by Tenant with respect to that calendar year under this Section 6 shall be adjusted proportionately on a daily basis, and the obligation to pay such amount shall survive the expiration or earlier termination of this Lease.

7. Alterations and Modifications.

A. Tenant covenants and agrees not to make any alterations, changes or additions in and to the Premises ("Modifications") without the prior written consent of Landlord in each instance. All Modifications approved by Landlord shall be at Tenant's expense. Tenant acknowledges that Landlord's consent will be conditioned upon, at Landlord's option, among other things, Landlord's approval of plans, specifications, contractors, insurance and hours of construction. Tenant's compliance with Town ordinances and regulations relative to the issuance of building permits shall not satisfy the requirement that written approval from Landlord be obtained before installation or construction of Modifications is begun, and the Town of Frisco hereby reserves to itself the contractual right, as Landlord, to review and evaluate Tenant's plans for all Modifications and that this reserved contractual right is in addition to, independent of and distinct from the Town of Frisco's authority as a home rule town to review plans prior to issuance of a building permit. Landlord's consent to Tenant's Modifications shall not be unreasonably withheld, but any approval or denial shall be based on Landlord's best judgment as a landlord, not on the standards by which building permits are issued or denied.

B. All Modifications installed by Tenant shall become and remain the property of Landlord, unless otherwise agreed in writing. All trade fixtures installed by Tenant and removable without structural injury to the building may be removed by Tenant before or at (but not after) the expiration of this Lease, provided that Tenant shall repair, and shall remain responsible for repairing, any damage done to the Premises in removing such trade fixtures. Tenant agrees to protect, indemnify and save harmless Landlord on account of any injury to persons or property by reason of any Modification by Tenant, and to protect, indemnify and save harmless Landlord from the payment of any claim of any kind or character on account of bills for labor or materials in connection with any Modification by Tenant. Upon any changes in door lock keys, a new key will be provided to the Marina main office immediately upon making the change.

8. Leasehold Improvements.

A. Except as expressly set forth herein, any improvements to the Leased Premises shall be made at Tenant's sole cost and expense. In making such improvements, the Tenant shall submit plans for such improvements to the Landlord for approval, which approval shall not be unreasonably withheld or delayed. The Tenant shall make or cause to be made such improvements promptly, in a good workmanlike manner, in compliance with all applicable permits and authorizations and building and zoning laws and all laws, in accordance with the orders, rules and regulations of the Town codes. All such improvements shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Leased Premises.

9. Liability and Insurance.

A. Landlord shall not be liable to Tenant, its agents, servants, employees, invitees or licensees, for any injury to persons or damage to property caused by any negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees, and Tenant agrees to protect, indemnify and save harmless Landlord from all claims for any such injury and damage.

B. At all times during the Lease Term, Tenant shall carry, at Tenant's expense, with insurance companies and on forms satisfactory to Landlord: (i) Comprehensive general liability insurance with a combined single limit for bodily injury and property damages of not less than \$2,000,000, including contractual liability insurance covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in this Lease; and (ii) "All risk" insurance (including sprinkler leakage, if applicable) covering all leasehold improvements, equipment, fixtures, appliances, furniture, furnishings and personal property from time to time installed or placed in, on or upon the Premises by or for Tenant, in an amount not less than the full replacement cost without deduction for depreciation. Any casualty or fire policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to Section 18. Tenant shall maintain such coverage throughout the Lease Term. Certificates of insurance evidencing all insurance required by this Lease or, at Landlord's request, certified copies of the policies, shall be delivered to Landlord prior to Tenant's occupancy of the Premises and thereafter at least 30 days prior to the expiration of each such policy. Such insurance shall provide that Landlord and any other additional insured, although named as insured, shall nevertheless be entitled to recover under such policy for any loss occasioned to it, its agents or its employees, notwithstanding any act or omission of Tenant. All such policies shall provide that they may not be terminated or amended except after thirty (30) days' written notice thereof to Landlord and all other additional insured's. All such insurance shall be written as primary policy, not contributing with and not in excess of coverage that Landlord may carry.

C. Landlord and Tenant each hereby waive any and all rights to recover against the other, its agents, employees and representatives for any loss or damage to the property of such waiving party arising from any cause or type of peril covered by any insurance required to be carried by such party pursuant to this Section 9 or any other insurance actually carried by such party. Landlord and Tenant shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises or the contents thereof. Tenant shall cause all occupants of the Premises claiming under or through Tenant to execute and deliver to Landlord a waiver of claims as stated above and to obtain waiver of subrogation rights endorsements as stated above.

10. Default. Each of the following events shall be an event of default (an "Event of Default") by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days;

B. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant

C. Tenant shall become insolvent, shall make a transfer to defraud, hinder or delay creditors or shall make an assignment for the benefit of creditors;

D. Tenant shall file a petition under any provision of Title 11 of the United States Code, as amended from time to time, or under any reorganization, dissolution, insolvency, liquidation or similar law of the United States or any state thereof; or Tenant shall be adjudged a debtor or to be bankrupt or insolvent in proceedings filed against Tenant under any such law;

E. A receiver, custodian or trustee shall be appointed for all or substantially all of the assets of Tenant or for Tenant's operations conducted in or at the Premises;

F. This Lease, the Premises, or any part of either shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof;

G. Any license, permit or other authorization necessary for Tenant's operations conducted on or at the Premises shall be revoked, suspended or renewal thereof shall be denied for any reason;

H. Tenant shall amend its Governing Documents, otherwise terminate its

existence or substantially modify its purposes or ownership structure;

I. Tenant shall desert, abandon or vacate the Premises;

J. Tenant shall fail to comply with any provision of the Code of Ordinances or other ordinances, rules or regulations of the Town of Frisco in force from time to time; and

K. Tenant shall fail to maintain or repair the Premises.

11. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

A. Landlord shall have the right to terminate this Lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, such as entry of the Premises by Landlord to perform maintenance and repairs and efforts to relet the Premises, other than giving Tenant written notice of termination, shall terminate this Lease. If Landlord gives such notice, this Lease and the Lease Term as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in such notice as if such date were the expiration date of the Lease Term without the necessity of reentry or any other act on Landlord's part. Upon any termination of this Lease Tenant shall quit and surrender to Landlord the Premises as set forth in Section 18. If this Lease is terminated, Tenant shall be and remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of: (i) all rent and other sums accrued and unpaid at the time of termination of the Lease, plus interest thereon at the rate provided in Section 11(C), and (ii) the amount of rent and all other sums that would have been payable hereunder if the Lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises, after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, tenant inducements, legal expenses, attorneys' fees, alteration, remodeling and repair costs, expenses of employees, and expenses of preparation for such reletting, which damages Tenant shall pay to Landlord on the days on which the rent and other sums would have been payable if the Lease had not terminated, or, alternatively, at Landlord's option, an amount equal to the present value (discounted at the rate of 8% per annum) of the balance of the rent and other sums payable for the remainder of the stated term of this Lease after the termination date less the present value (discounted at the same rate) of the reasonable rental value of the Premises for such period, plus all of Landlord's expenses incurred in repossessing the Premises and reletting (or attempting to relet) the Premises, including, but without limitation, the expenses enumerated above, and all other amounts necessary to compensate Landlord fully for all damage caused by Tenant's default. No provisions of this Lease shall limit or prejudice the right of Landlord to prove

for and obtain, as liquidated damages by reason of any termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount referred to above.

**B.** Landlord may, without demand or notice, reenter and take possession of the Premises or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. If Landlord elects to reenter as provided in this Section 11(B), or if Landlord takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals, and upon such other conditions as Landlord may in its absolute discretion deem advisable, with the right to make alterations and repairs to the Premises. No such reentry, repossession or reletting of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant by Landlord. No such reentry, repossession or reletting of the Premises shall relieve Tenant of its liability and obligation under this Lease, all of which shall survive such reentry, repossession or reletting. Upon the occurrence of such reentry or repossession, Landlord shall be entitled to the amount of the monthly rent and all other sums which would be payable hereunder if such reentry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in Section 11(A) above. Tenant shall pay such amounts to Landlord on the days on which the rent and other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of such reletting over the sums payable by Tenant to Landlord hereunder. If this Lease is terminated as a result of Landlord's actions in retaking possession of the Premises or otherwise, Landlord shall be entitled to recover damages from Tenant as provided in Section 11(A).

**C.** Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Lease Term, or if this Lease is terminated, the date on which such expiration would have occurred. If Tenant shall default in making any payment required to be made by Tenant (other than payments of rent) or shall default in performing any other obligations of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation. All sums so expended by Landlord with interest thereon shall be repaid by Tenant to Landlord on demand. No such payment or expenditure or other action by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. Whenever Tenant shall be required to make payment to Landlord of any sum with interest, interest

shall be payable from the date such sum is due until paid, at an interest rate equal to the annual interest rate announced publicly from time to time by the Chase Manhattan Bank of New York City as its prime rate or its base corporate borrowing rate if the same is at any time not called the prime rate plus 10% per annum or at the maximum rate permitted by law, whichever is lower. As used in this Lease, the terms "reenter" "reentry" "take possession" "repossess" and "repossession" are not restricted to their technical legal meaning.

12. Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Lease Term so long as Tenant complies with the provisions of this Lease.
  
13. Force Majeure; Landlord's Failure to Perform. Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default with respect to the performance of any of the terms, covenants or conditions of this Lease if such default shall be due to any strike; lockout; civil commotion; riot; invasion; rebellion; sabotage; governmental regulations or controls, except those imposed by the Town of Frisco; inability to obtain any material, service or financing; an act of God; or any other cause beyond the control of Landlord; provided that such cause is not due to the willful or grossly negligent act or omission of Landlord or its agents or employees. Further, Landlord shall not be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform such obligation within 30 days after written notice from Tenant specifying Landlord's failure to perform; but if the nature of Landlord's obligation is such that more than 30 days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such 30- day period and thereafter diligently prosecutes same to completion.
  
14. Signs. Tenant shall not place or paint any signs, window stickers or decals or other similar materials (collectively, "Signage") at, on, or above the Premises, or on windows or doors of the Premises, or in, on, or above any streets, walks or parking areas, nor paint any exterior surface of the Premises without the prior written consent of Landlord; and Landlord shall have the right to remove any Signage in order to paint the Premises or to make any other repairs or alterations to the Premises. Tenant acknowledges that Landlord's consent will be conditioned upon, at Landlord's option, among other things, Landlord's approval of plans and specifications for any Signage and that Tenant's compliance with Town ordinances and regulations relative to signs and the issuance of a sign permit shall not satisfy the requirement that written approval from Landlord be obtained before installation or construction of signage has begun. The Town of Frisco hereby reserves to itself the contractual right, as Landlord, to review and evaluate Tenant's plans for all Signage and this reserved contractual right is in addition to, independent of and distinct from the Town of Frisco's authority as a home rule town to review sign plans prior to issuance of a sign permit. Landlord's consent to Tenant's proposed Signage shall not be unreasonably withheld, but any approval or denial shall be based on Landlord's best judgment as a landlord, not on the standards by which building permits are issued or denied

15. Relationship of Parties. Landlord and Tenant agree that nothing in this Lease shall be deemed, held or construed as creating any relationship between them other than that of Landlord and Tenant.
16. Assignment and Subletting. Tenant shall not voluntarily, by operation of law or otherwise, assign, encumber or otherwise transfer this Lease or any interest herein or sublet all or any part of the Premises, or suffer or permit the Premises or any part thereof to be occupied by others (any and all of which hereinafter shall be referred to as a "Transfer"), without the prior written consent of Landlord in each instance. Landlord may withhold such consent in its sole and absolute discretion. Any Transfer without Landlord's prior written consent shall constitute an Event of Default hereunder and shall be void and shall confer no rights upon any third person. Without limiting the generality of the foregoing, if Tenant is not a natural person, any change in the parties controlling Tenant on the date hereof, whether by sale of stock or other ownership interests, or otherwise, and any merger, dissolution, consolidation or other reorganization of Tenant, shall be deemed a Transfer. Every assignment of this Lease to which Landlord consents shall be by an instrument in writing pursuant to which the assignee expressly agrees for the benefit of Landlord to assume, perform and observe all of Tenant's obligations under this Lease. If any Transfer shall occur, with or without Landlord's prior consent, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or other transferee, and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this Section 16, or the acceptance of the assignee, subtenant or other transferee as the tenant hereof, or a release of Tenant from continuing liability to perform this Lease. The consent by Landlord to a Transfer shall not relieve Tenant from primary liability hereunder (which shall be joint and several with any assignees, subtenants and other transferees) or from the obligation to obtain the express consent in writing of Landlord to any further Transfer.
17. Eminent Domain. If the entire Premises or so much thereof as shall render the balance untenable shall be taken by right of eminent domain or sold under threat of the exercise of such right, this Lease shall terminate as of the date the condemning authority takes physical possession. If only part of the Premises is so taken or sold and as a result thereof Landlord decides that substantial alteration or reconstruction of the Premises is desirable or Landlord decides to demolish or discontinue operating the Premises, Landlord may, at its option, terminate this Lease by written notice to Tenant given within 45 days after such taking or sale. Tenant shall pay all rent under this Lease due through the date of any termination of this Lease pursuant to this Section 16. In the event of any taking or sale whatsoever, all awards, damages and proceeds shall belong to Landlord, and Tenant hereby assigns to Landlord the interest, if any, of Tenant in such awards, damages and proceeds.
18. Casualty.

A. If, during the Lease Term, the Premises shall be damaged by fire, explosion, windstorm or other casualty (a "Casualty"), Tenant shall give Landlord prompt notice in writing of the Casualty (the "Casualty Notice").

B. If it reasonably appears to Landlord that the damage caused by the Casualty can be repaired with reasonable diligence within one hundred eighty (180) calendar days from the date of Landlord's receipt of the Casualty Notice, Landlord shall proceed promptly to repair such damage, so as to restore the Premises to their condition prior to the Casualty. But, if it reasonably appears that such damage cannot be so repaired within the 180-day period and Landlord notifies Tenant in writing on or before thirty (30) calendar days after the date of Landlord's receipt of the Casualty Notice, or if the damage is not insured, this Lease shall terminate as of the date of the Casualty Notice, and all rent and additional rent shall be prorated to that date. During the period of repairs, the rent shall be abated based on the ratio that the square footage of the portion of the Premises that are damaged bears to the square footage of the entire Premises. Notwithstanding anything to the contrary contained in this Section 17, if the Casualty is due to the negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees, this Lease shall remain in full force and effect, and there shall be no abatement of rent.

C. Landlord's election to repair, or Landlord's commencement of any repairs, shall not constitute a waiver by Landlord of any of its rights to proceed against Tenant for damages resulting from the Casualty to the extent the Casualty is due to the negligent or willful act or omission of Tenant, its agents, servants, employees, and invitees or licensees.

19. Delivery of Premises. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in good repair and condition, excepting only normal wear and tear since the last required repairs. If Tenant is not then in default hereunder, Tenant may remove from the Premises any trade fixtures and movable equipment and furniture placed therein by Tenant subject to the terms of Section 7(B). Whether or not Tenant is in default hereunder, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord shall require, and Tenant shall fully repair any damage occasioned by such removal. If Tenant fails to remove such items requested by Landlord, such items shall conclusively be deemed to have been abandoned, and Landlord shall have the right to sell or otherwise dispose of such items without obligation to account to Tenant therefor. Tenant shall be responsible for all costs connected with such sale or disposal of such items. Tenant's obligations to observe and perform the covenants in this Section 19 shall survive the expiration or the termination of this Lease.

20. No Implied Surrender or Waiver. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by

Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employees of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord, or of Landlord's agents, shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder, shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord. Time is of the essence hereof.

Access to the Premises. Landlord, its agents and employees shall have the right to enter the Premises at all times to gain access to the Day Lodge kitchen, the use of which is reserved to the Landlord, to examine the Premises, to post notices as Landlord deems necessary or desirable for the protection of Landlord or the Premises, and to make such repairs, alterations, improvements and additions to the Premises as Landlord may be required to perform under this Lease or as Landlord may deem necessary or desirable, and may for such purposes bring and keep upon the Premises all necessary materials, supplies and equipment, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of rent or damage, by reason of loss or interruption of business, or otherwise, nor shall the same affect Tenant's obligations under this Lease in any manner whatsoever. If Tenant shall not be present to open the Premises for any such entry, Landlord may gain entry by use of a master key or card, and in an emergency by any means (including breaking any doors or windows), without rendering Landlord, its agents or employees liable therefor. In exercising its rights under this Section 21, Landlord shall attempt to minimize interference with Tenant's use and enjoyment of the Premises.

21. Notice. Unless otherwise specified herein, all notices shall be in writing and shall be deemed delivered upon hand delivery or three days after deposit in the United States mail, postage prepaid, addressed to the other party at the addresses set forth in the first paragraph of this Lease or at such other address as either party may direct from time to time pursuant to the terms of this Section 22.
22. Estoppel Certificate. Tenant shall, from time to time, upon request from Landlord, deliver to Landlord a statement certifying as to certain facts regarding this Lease,

including without limitation, that this Lease is in full force and effect, that Tenant has no defenses or offsets to this Lease and that Landlord is not in default under this Lease together with any other facts Landlord may reasonably request. Tenant's failure to deliver such certificate shall be a material default hereunder. Tenant hereby acknowledges that such certificates may be relied upon by third parties.

23. Additional Provisions. None.

24. Miscellaneous.

A. Benefits. This Lease shall bind and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

B. Amendments. No amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby.

C. No Representations by Landlord; Entire Agreement. Landlord and Landlord's employees and agents have made no representations, warranties, agreements or promises with respect to the Premises except such as are expressed herein. The entire contract of the parties is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are herein set forth.

D. Attorneys' Fees. In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or otherwise with respect to the subject matter hereof, the unsuccessful party in such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party. Landlord and Tenant hereby mutually waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage.

E. Construction. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any of the provisions of this Lease.

F. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first written above.

LANDLORD:

TENANT:

TOWN OF FRISCO

FRISCO HAUS LLC

**By:** \_\_\_\_\_  
Frederick J. Ihnken, Mayor

**By:** \_\_\_\_\_  
Shervin Aghili, Manager

ATTEST

**By:** \_\_\_\_\_  
Stacey Campbell, Town Clerk

