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**MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
MAY 12, 2026
4:15 PM**

WORK SESSION

- Agenda Item #1: Colorado Intergovernmental Risk Sharing Agency (CIRSA) Newly Elected Officials Presentation
- Agenda Item #2: Joint Work Session with Planning Commission: Affordable Housing Code Changes: Accessory Dwelling Units and Expedited Permitting Review Policies

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

REGULAR MEETING

Call to Order:

Rick Ihnken, Mayor

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:

Police and Court Activity - April 2026

Consent Agenda:

Minutes from April 28, 2026 Meeting

Resolution 26-15: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) CONCERNING THE MAINTENANCE AND REPAIR OF I-70 EXIT 203 INTERCHANGE IMPROVEMENT

Resolution 26-14: A RESOLUTION FOR CONSTRUCTION CONTRACT TO AWARD METRO PAVERS INC FOR THE 2026 ROAD RESURFACING PROJECT

Frisco Arts & Culture Council Reappointments

Planning Commission Reappointments

Engagement Agreement for Richards Carrington LLC's Defense of GRA Complaint Approval

License for Use of Public Right of Way at 101 West Main Street – Consideration and Possible Approval

New Business:

Agenda Item #1: First Reading Ordinance 26-15: AN ORDINANCE AMENDING CHAPTER 124 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING PUBLIC HEALTH AND SAFETY, BY AMENDING ARTICLE III, WASTE REDUCTION AND RECYCLING, TO ENSURE CONSISTENCY WITH THE SUMMIT COUNTY RECYCLING SYSTEM BY ALLOWING GLASS TO BE INCLUDED IN SINGLE-STREAM RECYCLING AND REMOVING REQUIREMENTS FOR SEPARATE GLASS COLLECTION

Agenda Item #2: First Reading Ordinance 26-09: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, BY REPEALING AND REENACTING CHAPTER 65, CONCERNING BUILDING CONSTRUCTION AND HOUSING STANDARDS, TO ADOPT BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE, 2024 EDITION, THE INTERNATIONAL RESIDENTIAL CODE, 2024 EDITION, THE INTERNATIONAL FIRE CODE, 2024 EDITION, THE NATIONAL ELECTRICAL CODE, 2026 EDITION, THE INTERNATIONAL MECHANICAL CODE, 2024 EDITION, THE INTERNATIONAL PLUMBING CODE, 2024 EDITION, THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION, THE

INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION, THE INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 EDITION, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION, THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE, THE COLORADO WILDFIRE RESILIENCY CODE

Executive Session:

Agenda Item #1: AN EXECUTIVE SESSION PURSUANT TO SECTION 24-6-402(4)(b), C.R.S., TO RECEIVE LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS RELATED TO: (1) LITIGATION KNOWN AS TOWN OF FRISCO v. MWGOLDEN CONSTRUCTORS, ET AL.; AND PURSUANT TO SECTION 24-6-402(4)(e), C.R.S., TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATION UNDER A PROPOSED SETTLEMENT AGREEMENT AND TO INSTRUCT NEGOTIATORS IN PREPARATION FOR MEDIATION AND SETTLEMENT NEGOTIATIONS IN SAID LITIGATION

New Business (continued):

Agenda Item #1: Settlement Agreement in the Town of Frisco v. MW Golden Constructors Litigation Consideration and Possible 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 | (970)668-5276



Some Lesser-Known Things About The Elected Official's Job

Frisko Town Council 2026

Presented by Tami Tanoue, CIRSA Executive Director



Introduction

- Congratulations on your service on the Frisco Town Council!
- Refresher/intro on five things that may not be apparent about the elected official's role.
- Presentation is a training resource only; is not intended as legal advice on any specific, pending issues; in case of any inconsistency between this presentation and your Town Attorney's advice, your Town Attorney is always right!
- For additional CIRSA resources:
 - Elected officials' page on CIRSA website: <https://www.cirsa.org/safety-training/elected-officials/>
 - CIRSA *Elected Officials Liability Handbook*: <https://www.cirsa.org/wp-content/uploads/2019/06/EthicsLiabilityBestPracticesHandbookForElectedOfficials.pdf>
 - Our latest elected officials' training video, found on our CIRSASafety YouTube channel: <https://www.youtube.com/watch?v=bfhxvn1c1IA&t=413s>

About CIRSA

Colorado Intergovernmental Risk Sharing Agency

- Public entity self-insurance pool for property, liability, and workers' compensation coverages.
- Formed by in 1982 by 18 municipalities pursuant to CML study committee recommendations.
- Not an insurance company, but an entity created by IGA of our members.
- Total membership today encompasses 90 percent of Colorado cities and towns
- CIRSA views proactive approaches to risk management as critical member services – it's a win-win when issues can be addressed/resolved before they turn into more contentious disputes or litigation
- **We also view the governing body's leadership as a critical part of risk management – how you approach your roles, your commitment to ethical and lawful practices, and the example you set as leaders -- are reflected and amplified throughout the organization**

Today's Topics

- Consider private communications to be (mostly) a thing of the past: transparency issues
- You weren't just elected to be a legislator, you're a judge, too
- You were elected as an individual, but now you're part of a team
- Social media's gotten more complicated than memes and cute kitten posts
- You're operating at high altitude now: legislative versus administrative matters
- Personnel matters: you've got people to handle that!
- Any other topics you'd like to discuss?

Open Meetings-Honor Transparency

- The Colorado Open Meetings Law (OML) applies to all meetings of the governing body, boards, commissions, committees, etc.
- Applies to three or more or a quorum, whichever is less. Requires discussion of public business take place at meetings open to the public, and if action will be taken or a quorum will be present there must also be timely notice.
- The OML allows executive sessions for limited purposes. Follow executive session procedures and other processes to comply with the law and protect confidential information.
- “Serial meetings” have become a focus of litigation, and should not be used to avoid the “three or more” threshold
- Recognize that non-meeting communications (**e.g. e-mail, texts, social media**) can raise liability and transparency issues in much the same way as meeting practices

Other Communications-Honor Transparency

- Electronic communications may be covered by the **Open Meetings Law**
 - If elected officials do their discussions of public business by email or other electronic means, the public may be denied their right to be present at such discussions
 - Are you texting each other during public meetings? Same concerns apply.
- E-mails may be covered by the **Open Records Act**
 - Each email discussing public business could be a record subject to public disclosure
- Electronic communications of all kinds may be subject to the **civil discovery process**
 - Electronic communications may be required to be divulged in litigation
- **Public officials must be cautious in their use of electronic communications to avoid getting crosswise with one or more of these legal provisions!**

Quasi-Judicial Issues

- Your role as a quasi-judicial decision-maker is one of the relatively little-known aspects of being an elected official
- The rules that apply to quasi-judicial decision-making are distinct from those that apply in other settings, and are often counter-intuitive
- But, because of the high stakes involved in these decisions, and because of the constitutional protections underlying the applicable rules, missteps in the quasi-judicial arena can have severe consequences
- Your responsibilities can be broadly broken out into two arenas: **legislative and quasi-judicial**
- It's critical to know, with respect to any given matter that may come before you, which arena you're in

Legislative v. Quasi-Judicial Issues

- **“Legislative” activities** are those that most likely came to mind as the elected official’s “job description” when you were contemplating a run for office:
 - listening to citizens who contact you in person, by email, on social media, etc.
 - investigating the issues yourself, applying your own personal knowledge
 - communicating early and often with your constituents
 - lobbying and being lobbied
 - working in advance to create a consensus (subject to open meetings laws)
 - having strong convictions/ opinions/prejudgments that you don’t hesitate to voice and share....
- And then ultimately **voting on an ordinance or other policy-making enactment that will have prospective application to all who come within the ambit of the enactment** – that’s legislation!
- The “rules of engagement” for **legislative activities** are easy and intuitive – the kinds of activities described above are OK!

Quasi-Judicial Issues

- But when it comes to **quasi-judicial** issues, *all of the activities described above can become problematic!*
 - That's why the quasi-judicial "rules of engagement" can be non-intuitive and easy to breach
 - So it's critical to keep in mind which rules of engagement" apply for any given situation!
- As long as you follow the **right** "rules of engagement," and correctly apply the facts you determine from the hearing to the applicable legal standards, your decision will most likely be upheld on appeal
 - Route of appeal follows Rule 106(a)(4) of the Colorado Rules of Civil Procedure, and is an "on the record" review of your hearing and decision: "Review shall be limited to a determination of whether the body or officer has **exceeded its jurisdiction or abused its discretion**, based on the **evidence in the record before the defendant body or officer.**"

Quasi-Judicial Issues

- **Let's make sure we're on the same page as to what "quasi-judicial" matters are:**
 - Typically involve a decision affecting property rights at an individual level
 - Examples: application for land use approval, application for a permit or license
 - Decision is made on the basis of specific criteria (the law) and the testimony and other evidence concerning the application of the criteria (the facts) that are brought forward at a hearing
 - Require notice, a public hearing, and a decision based on the record of the hearing (what's submitted by testimony and other evidence at the hearing)

Quasi-Judicial Issues

- The “rules of engagement” that apply to quasi-judicial decision-making are premised on the existence of property rights that will be affected by your decision, and **the constitutional requirement that “no person shall be...deprived of life, liberty, or property, without due process of law.”**
- “Due process,” at its essence, means a **fair hearing** before an **unbiased decision-maker**: you!
- When your Town Attorney emphasizes the need to follow the “rules of engagement” in quasi-judicial matters, he/she is trying to achieve two goals:
 - Protect YOUR right and responsibility to participate in the decision-making; and
 - Protect you, the Town, and the decision that is ultimately reached
- Not following these rules can jeopardize both of those goals!

Quasi-Judicial Issues

Quasi-judicial issues encompass a minimum one-hour training topic, so these suggestions are aimed at your own personal conduct in quasi-judicial proceedings:

- Don't make up your mind before the hearing
- Don't make prejudicial pre-hearing statements
- Don't speak with one side or the other before a hearing (ex parte contacts, more in a moment)
- Don't participate if you have a financial or other personal interest in the matter (code of ethics)
- Don't sign any “pro” or “con” petitions
- Don't be a witness in your own hearing. Instead, have the parties provide you with information at the hearing

Quasi-Judicial Issues

- Discuss and consider quasi-judicial matters only at the Council's duly noticed public hearing; that is:
 - Wait until the matter has arrived on your agenda and is "ripe" for you to hear, deliberate and decide
 - Don't engage in pre-hearing "buzz"—you get to make the decision but with that power comes the responsibility to be fair and unbiased and follow the rules of engagement
- Focus your deliberations on the applicable criteria—have the criteria at the ready and speak directly to whether or not the application meets those criteria. Ask staff for help as needed – work with Town Attorney to develop "checklists" summarizing your more regularly-used criteria
- Once the Council has made its decision, let the decision speak for itself
- Even if you held a minority view, recognize your individual responsibility to respect the body's decision

Quasi-Judicial Issues

A bit more about “ex parte contacts”:

- A critical duty of the quasi-judge is to avoid “ex-parte” contacts, meaning any “outside the hearing” discussion with an interested party about the subject matter of the hearing. Examples:
 - Meeting with the applicant outside the hearing to discuss the pro/cons of the request and how you might decide the case.
 - E-mailing your fellow decisionmakers before the hearing to persuade them why they should vote yes or no.
 - Attending meetings where folks for or against the application are discussing the application, even if you’re not participating.
- If it were your application and your property interests at stake, would these activities seem fair to you?

Quasi-Judicial Issues

- A proceeding loaded with “ex-parte” contacts is a clear path to having your decision overturned and, as important, having the integrity of your process eroded.
- When we advise against ex-parte contacts, we are protecting your ability to participate in the decision-making, and your ultimate decision.
- An ex-parte contact can be problematic whether with the applicant, citizens, or in some instances, staff.
- Or, even in the hearing itself (i.e., no texting or e-mailing about the subject matter of the hearing within the hearing itself).
- Go back to the activities commonly associated with “legislative” actions, and you can see that most of them can be problematic in the quasi-judicial arena!

Quasi-Judicial Issues

- Arm yourself (and staff, arm your quasi-judges!) with knowledge you need when persons want to talk about a pending quasi-judicial matter outside the hearing. Keep some “talking points” ready; e.g.:
 - “Thanks for your interest [or e-mail, etc.] but I can’t talk with you about this application outside the upcoming hearing. I’d like to hear your views but because this is a specific property rights case, I need to hear and consider the evidence only through our public hearing process. Please plan to attend the hearing if you can. If you can’t attend, you can send written comments to our staff and they’ll include those comments in hearing materials.”
- Consider having a short explanation, or “FAQs,” on the quasi-judicial process on your website – as noted, these “rules of engagement” are non-intuitive and may be baffling to those encountering them for the first time!

Governance is a Team Sport

- You were elected as a result of your own individual initiative, effort, vision, and priorities, but now you're part of a team!
- The priorities you came with may mean little, until and unless embraced by the body
- Your power can be exercised only through the body as a whole - **acting as "I" rather than "we" is unworkable and problematic**
- Other than certain responsibilities of the Mayor/Mayor Pro Tem, there are NO individual responsibilities given to individual elected officials in your charter
 - All responsibilities are exercised **as a body**, not individually or in small groups
 - All responsibilities of the Council are exercised by ORDINANCE, RESOLUTION, OR MOTION at a duly noticed public meeting
 - Inappropriately acting as "I" can be associated with Individual liability!

Team Sport

What are some of the ways in which “I” rather than “we” actions can happen?

- When one member of the Council (or a small group that doesn’t constitute the body as a whole) gives instructions or orders to staff members – to the Manager or others
- Even if instructions or orders were not intended, keep in mind your “perceived” power – it’s easy for a question to be misconstrued as an instruction
- When one member continues to pursue his or her own agenda even though a majority of the Council has decided on a different direction – undermining, criticizing, second-guessing
- When one member takes on an “advocate” or “constituent service” and goes further than to hand off an issue to Manager (or other appropriate staff member)
- The interests and concerns of the citizens are (and should be) reflected in the Council’s priorities, but if you’re “carrying the water” for one citizen’s specific issues as their advocate, what about all the other citizens?
- There aren’t enough of you to be individual advocates for ALL the citizens! Concerns of individual citizens need to be correlated to and harmonized with the concerns of the community as a whole, because the latter – the concerns of the community as a whole – are what you were elected to represent

Team Sport

What are some of the ways in which “I” rather than “we” acts can happen, cont’d

- When communications between one member of the Council and staff members below the level of the Manager end up in:
 - Bypassing of the chain of command; or
 - Cutting out the Manager or other staff members from the chain of communications
- This can happen formally or informally
 - Social interactions, for instance, can inadvertently lead to these issues
- And let’s spend a moment on interactions (real or virtual) outside the meeting
 - Can they be misperceived by the public?
 - If 3 or more gather, even if public business is not being discussed, observers may think otherwise – and the perception of an open meetings violation can undermine public confidence as easily as reality
 - And if 4 or more of you are gathering to decide matters thinking you’re the majority anyway, are you doing so as an entire body? Are these gatherings done in a public setting full compliance with the Open Meetings Law? Are they being done by email?
 - Being cautious about activities that create misperceptions is important, but avoiding blatant open meetings violations is even more important



Social Media

Glenwood Springs mayor deletes official Facebook page following threats

Anti-fracking activist sues outgoing Lafayette Mayor Christine Berg over alleged First Amendment violation



Federal Court: Public Officials Cannot Block Social Media Users Because of Their Criticism



Should the First Amendment apply to Facebook? It's complicated.

Colorado fire chief resigns after social media comment about George Floyd protesters

Can Elected Officials Censor Their Critics on Social Media?

Escondido Mayor Sued for Blocking Profile on Facebook

Mayor Sam Abed is one of dozens of politicians found to be blocking profiles on their social media accounts, according to records obtained by NBC 7 Investigates.

Social Media

- The United States Supreme Court has provided some guidance on the issue of the extent to which public officials can block or delete comments on social media. *Lindke v. Freed*, 601 U.S. 187 (2024); *O'Connor-Ratcliff v. Garnier*, 601 U.S. 205 (2024).
- The Court's decision confirms that federal civil rights liability (under 42 U.S.C. Section 1983) can exist for blocking or deleting a comment under this two-prong test:
 - First, the official must possess actual authority to speak on the public entity's behalf on the particular matter at issue in the relevant social media posts.
 - Second, the official must purport to exercise that authority when speaking in those social media posts.

Social Media

- The public official in question, James Freed, was a city manager. After his appointment, he made his personal page public, describing himself as “Daddy to Lucy, Husband to Jessie and City Manager, Chief Administrative Officer for the citizens of Port Huron, MI.”
- His profile photo was a photo of himself in a suit with a city pin.
- His postings were a mixture of personal and work-related. He occasionally deleted comments that he thought were “derogatory” or “stupid.”
- When Kevin Lindke, a citizen, began making derogatory comments about the City’s pandemic response and other matters, Mr. Freed first deleted his comments, and then blocked him from making comments; the lawsuit ensued, resulting in the articulation of the two-prong test described above.

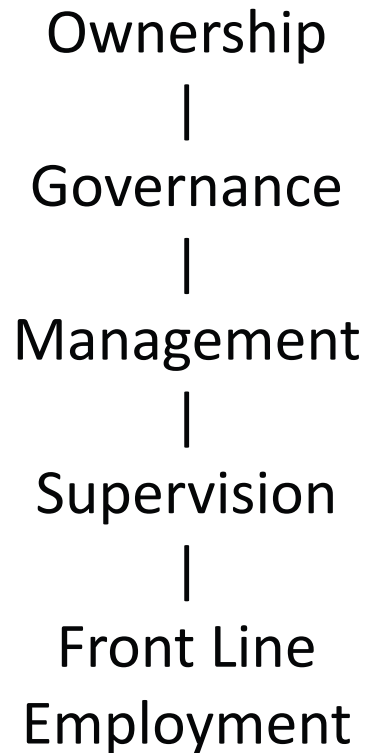
Social Media

- The Supreme Court noted that denoting personal opinions as such creates a heavy (though not irrebuttable) presumption that posts are personal and not “state action” for purposes of civil rights liability.
- CIRSA has consistently suggested to officials that they use caution as blocking commentors or deleting comments could expose them to potential civil rights liability as “state actors”. **Our best practices suggestion remains “Use Caution”:** *The best lawsuit is one that never happens.*
- The public official in the *Lindke* case was an employee. The Court in the *O’Conner-Ratcliff* held the same standard applies to elected officials—in that case elected school board members. With a Mayor or governing body member, the issue of actual authority to speak on a matter might land closer to home.
- And Section 1983 isn’t the only potential source of liability:
 - As with any written/spoken words, social media activity can be a source of potential tort claims—defamation, false light, public disclosure of private facts, etc.—and, especially for supervisors, potential employment related claims.
 - And remember the previous discussion about social media and open meetings/open records issues!

Social Media – Tips

- Consider “keeping it light.” Social media can be great for staying current and in touch but is probably not the best place for handling controversial issues.
- Consider the value and impact of your social media activity in relation to your role as a member of the governing body; e.g.:
 - **Are personal opinions denoted as such? This has become an important protection under *Lindke*.**
 - Be careful about using “We” in posts: Are posts for or about the Council accurate as to “we” and where “we” are at?
- **Is your activity calculated to foster open and honest communication, to build bridges, and to bridge divides, or just to embarrass, troll, or “get back at” someone?**
- If your objective on the Council is to draw together a consensus of votes on the issues you care about most, then consider whether your interpersonal conduct, especially on social media, is aimed at that end or is working against it!
- Confine your campaign activities to personal accounts
- Adopt and follow a Town social media policy

Legislative v. Administrative Matters: Where are you focusing your efforts?



- **Time Horizons:** Yours should be the furthest out!
- **Dealings within Chain of Command:** Don't jump more than one level!
- **No Redundancy:** Unlike other levels in the organization, there is no one else who can step in and do your job – and your job is not administration!

Legislative v. Administrative Matters

- It's important to understand and observe the difference between legislative and administrative matters
- A local government evolves from “hands on” elected official involvement in administrative issues to a Council-Manager format as the entity's operations become more sophisticated and complex.
 - Council-Manager format: The gold standard of local government!
 - You've achieved this gold standard, and have allocated significant resources to it...so use this format to its best advantage!
- Establish “corporate” values and mission, set overall goals and priorities, and give broad direction, leaving details of execution to staff.
- If a matter is one that has been delegated/entrusted to your Manager and staff, it is likely to be an administrative matter
 - It's not that administrative matters are “hands off” for elected officials – you are entitled to ask questions and get information -- but it's important to exercise role discipline in order to prevent entanglements, disempowerment, and misunderstandings

Involvement in Personnel Matters

- The legislative-administrative distinction is particularly important in personnel matters.
- A governing body's most appropriate role is to stick to the "big picture" issues:
 - Personnel rules, including selection procedures performance evaluations, disciplinary actions
 - Entity-wide pay/benefits plan
 - Selection and management of your "direct reports"
 - Overall entity-wide and departmental goals and priorities
- Governing bodies must do their work in public – but some aspects of personnel management should not be done in public!
 - The more you become involved in the intricacies of a personnel matter, the harder it will be to navigate the competing demands of privacy rights of an individual employee and governing body transparency requirements

Involvement in Personnel Matters

- You may experience pressure to become involved in hiring/firing/supervision decisions concerning positions that are not direct reports to you
 - Pressure can come from various directions – yourself, citizens, employees
 - But your involvement in such decisions may come at a huge cost – the chain of command is disrupted, supervisors and managers are disempowered, and ultimately, the ability to sort out and establish accountability is lost
- Shouldn't the supervisor be the one to make hiring and firing decisions?
- Shouldn't the supervisor be able to make supervisory decisions without being second-guessed or end-run?
- Is a dysfunctional working relationship inevitable when the supervisor has been disempowered and/or the employee knows that an "end run" is possible?

Involvement in Personnel Matters

Remember Your Town Charter:

Section 7-4. Relationship of Council to Administrative Service. Neither the Council, nor any Councilmember, the Mayor, or any Council committee, shall dictate the appointment of any person to or removal of any person from employment by the Town Manager except as otherwise provided in this Charter, or in any way interfere with the judgment of the Town Manager in the appointment, hiring, suspension, transfer, or removal of employees in the administrative service of the Town. **Except for the purpose of inquiry, the Council, each Councilmember, the Mayor, and each Council committee, shall deal with the administrative service solely through the Town Manager and neither the Council, nor any Councilmember, the Mayor, or any Council committee, shall give orders to any employee of the Town. Except for the purpose of inquiry, the Council, each Councilmember, and each Council committee, shall deal with the Town Manager solely through the Mayor.**

Council – Staff Roles - Tips

- Recognize perceptions and impacts of getting involved in matters delegated to your Manager and staff.
 - **Your “question for clarification” or comment that “I’d like to see this” may be perceived as an order or an instruction**
- Establish, in collaboration with your Manager, a process for bringing forward your questions and concerns (or those raised by citizens) about administrative matters
- Resolve to speak with “one voice” to your direct reports—will pay dividends in terms of clarity, accountability, trust, and certainty of purpose.
- Use your direct reports effectively as a resource
- Speak in terms of “we” and not “I”. Recognize it is the Council’s responsibility to sort out and reconcile its differences.
- Commit to honoring the Council’s priorities and agenda

Thank you!

- Many of these topics can be explored in greater depth
- Both CIRSA Deputy Executive Director/General Counsel Sam Light and I are always available for training, participation in Council retreats, etc.
 - tami@cirsa.org
 - saml@cirsa.org
- We appreciate the opportunity to be of service to the Town!

Speaker Bio

- Tami A. Tanoue
- Executive Director for CIRSA; previously General Counsel/Deputy Executive Director
- Previously in private practice with the firm of Griffiths, Tanoue, Light, Harrington & Dawes, serving CIRSA as its contract General Counsel for 12 years, and serving as City or Town Attorney for several Colorado municipalities.
- Previously Staff Attorney for the Colorado Municipal League, representing the collective interests of Colorado municipalities.
- Regular speaker on local government liability topics; author of several publications on liability issues.



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
RE: JOINT WORK SESSION: AFFORDABLE HOUSING CODE CHANGE
DISCUSSION: ACCESSORY DWELLING UNITS AND EXPEDITED
PERMITTING REVIEW POLICIES
DATE: MAY 12, 2026

Summary & Background:

A joint work session is scheduled with Town Council (TC) and Planning Commission (PC) on May 12th. The agenda for this joint work session includes:

- Review of roles, responsibilities and authorities of both governing bodies. Thad Renaud, Town Attorney, will begin the work session by reviewing the roles, responsibilities, and authorities of both the Town Council and Planning Commission.
- Review of Community Development 2026 Action Plan. Katie Kent, Community Development Director will provide an overview of the plan and ask if Council has any items that are not on the list they want to see added for the remainder of 2026.
- Discussion on accessory dwelling units (ADUs). After a brief overview on ADUs, staff will run the Council and Commission through a series of questions to gain clarity and direction on how to proceed with ADUs and potential Town Code modifications. Please note that ADUs do not go before PC for review and that the TC has the ultimate authority on such code modifications. This topic is included as part of the joint work session as both TC and PC have heard community feedback on the topic and staff believe it is important to capture this feedback and participate together in a robust conversation on the topic.
- Update on expedited permitting review policies. James Gorham, Economic Development Manager, will review Proposition 123, the Colorado Affordable Housing Financing Fund, and give TC and PC an update on the "Fast-Track Review Process" that must be implemented by December 31, 2026, to remain eligible for future Proposition 123 funding and commitment cycles.

Analysis:

The Frisco Strategic Housing Plan (the “Plan”) was developed to provide a local response to the growing housing crisis driven by elevated housing costs and an insufficient supply of workforce housing. In 2024, the Town contracted with Dynamic Planning + Science of Montrose to design a plan utilizing a collaborative process involving extensive data collection, community engagement and expert analysis. Town Council adopted the Plan on October 22, 2024, thereby providing Town staff direction for future initiatives. The Plan was also developed in coordination with other local and regional governmental mechanisms and is intended to create an efficient, coordinated approach to addressing housing challenges.

Through the process, four key findings were identified:

1. **Housing Shortage & Affordability Crisis** - Frisco faces a well-documented shortage of affordable housing options, for both purchase and rental. Nearly half of all renters and homeowners are cost-burdened, spending more than 30% of their income on housing. This severely restricts local workers’ ability to live in the community, exacerbating labor shortages and increasing commute times.
2. **Workforce Housing Need** - By 2034, Frisco will need approximately 680 new housing units to meet both immediate and future demand. Approximately 70% of these should be rental properties to support the local workforce, with the rest allocated for homeownership to help retain long-term residents and families.
3. **Economic & Environmental Impacts** - The affordable housing shortage is directly tied to the town’s economic stability, as local businesses struggle to recruit and retain workers. Models used in the plan demonstrate that new workforce housing developments will have significant positive impacts on local employment, economic output, and tax revenue, while also addressing environmental sustainability concerns.
4. **Development Constraints** - A range of constraints, including high construction costs, limited available land, and strict land-use controls, pose challenges to affordable housing development. The plan provides specific strategies to address these issues which can assist in facilitating new housing projects.

Over the next five years, Town staff will continue to focus on key implementation actions to align policies, regulations, and investments within the Plan’s goals. Major initiatives include providing diverse and equitable housing, balancing growth and protecting against displacement, prioritizing improvements for housing infrastructure, preserving and utilizing existing housing, and preserving a sense of community while supporting local and regional needs.

One of the action items identified through these key findings was the development of ADUs. An accessory dwelling unit (ADU) is a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family. Feedback

from property owners that have inquired about developing an ADU on their property, but not proceeded with construction, is that the limit on rent that can be charged did not make the construction of the ADU feasible due to construction costs, tap fees, etc. Staff will review the current ADU regulations and propose municipal code changes, per the Plan, to promote additional ADUs.

Accessory Dwelling Units (ADUs)

Included as *Attachment 1 – 5.1.A ADU Incentives*, is a summary of the ADU strategies derived from the Strategic Housing Plan with suggested priorities. These strategies are designed to guide implementation, budgeting, regulatory changes, and partnerships.

Currently, ADUs in Frisco are regulated as follows:

- Zone Districts. ADUs are permitted by right within the Residential Traditional Neighborhood District (RN), Residential Low Density District (RL), Residential Medium Density District (RM), Residential High Density District (RH), Gateway District (GW), Commercial Oriented District (CO), Light Industrial District (LI), Central Core District (CC), and Mixed-Use District (MU). ADUs are permitted by conditional use within the Parks and Recreation District (PR), Public Facilities District (PF), and Residential Single-Household District (RS). ADUs are not permitted within the Open Space District (OS). The Town of Frisco Zoning Map can be viewed [here](#).
- Number of ADUs per Unit. Only one ADU is currently allowed on the property.
- Occupancy Income Cap. ADUs can only be rented to persons earning a maximum of 100% AMI.
- Development Standards (Setbacks). ADUs are required to have a 5 foot setback in the RN District & 5 foot side yard and rear yard setback in CC districts. In all other zone districts, ADUs shall be constructed with setbacks; typically 10 or 15 feet in side and rear yards.
- Development Standards (Size Limitation). An ADU can be no larger than 900 square feet.
- Development Standards (Parking Requirements). Current parking requirement is 1.0 space per accessory unit/lock-off unit.
- PUD Exemption. A Planned Unit Development (PUD) that has been adopted within the Town may prohibit ADUs. A PUD is a mapped area with restrictions in addition to, or less than, those in the underlying traditional zone. Rather than attempt to create a new zoning category, an overlay zone is superimposed over the traditional zone and establishes additional regulations or reduces or extends the existing uses. There are fourteen PUDs within the Town.

The Frisco Strategic Housing Plan recommends the following code changes for ADUs, in order to relieve some burden and encourage property owners to proactively develop:

- **Zone Districts.** Keeping ADUs permitted by right within already allowed Districts and allowing ADUs as a permitted use in the RS District. This would permit ADUs to be developed in all residential zoning districts by right as opposed to property owners not having the option to build an ADU in certain zone districts.
- **Number of ADUs per Unit.** Only one ADU is currently allowed on the property. The recommendation for moving forward is to allow up to two ADUs per principal dwelling unit or commercial unit. This would allow property owners with larger lots the opportunity to provide additional restricted rental units on their property if they choose to and they find it more financially feasible to construct more than one unit.
- **Occupancy Income Cap.** Exempting all ADUs from density requirements regardless of income-restrictions. Remove the current language of density exemption based on a unit being rented to persons earning a maximum of 100% AMI, and modifying to only requiring persons working for a business located in Summit County. Due to higher construction costs in rural resort communities, this provides flexibility for property owners to construct ADUs and be able to recoup their costs, while the unit's occupancy is still focused on those working in Summit County.
- **Development Standards (Setbacks).** The Frisco Strategic Housing Plan recommends, "adding flexibility to development standards that consider site-specific constraints, such as reduced setback requirements, administrative adjustment options, and no parking requirements where appropriate". Currently an accessory building is required to have a 5 foot setback only in the RN District & 5 foot side yard and rear yard setback in CC districts. If setbacks were reduced for ADUs within other zone districts, then a property that may not currently be able to fit an ADU on the property, may be able to since it could be constructed closer to the lot lines.
- **Development Standards (Lot Coverage).** Currently the Code allows a 5% increase in lot coverage if an ADU is constructed within the RL, RM, RH, and GW Districts. If lot coverage was further reduced for ADUs within these, and other zone districts, then a property that may not currently be able to fit an ADU on the property, may be able to fit it since more impervious coverage would be permitted on the property.
- **Development Standards (Size Limitation).** Currently, an ADU can "be no larger than 900 square feet". Staff requests discussion to determine if the Commission/Council feel this is still appropriate or if they would like to increase the size of ADUs within the Town and/or specific zone districts. If an ADU was permitted to be larger than 900 sq. ft., it could potentially be more appealing to an occupant, and allow the owner to recoup more construction costs through a slightly higher rent.

- Development Standards (Parking Requirements). Current parking requirement is 1.0 space per accessory unit/lock-off unit. The Strategic Housing Plan recommends exploring to become voluntarily eligible as a “ADU-Supportive Jurisdiction”. One aspect of such designation is the removal of off-street parking requirements, unless certain conditions exist. Those being:
 1. The lot or parcel does not have an existing off-street parking space, including a driveway, garage, or tandem parking space, that could be used for an ADU;
 2. The lot or parcel is in a zoning district that, as of January 1, 2024, requires one or more parking spaces for the primary dwelling unit;
 3. The lot or parcel is located on a block where on-street parking is prohibited for any reason, including ensuring access for emergency services.
- PUD Exemption. A Planned Unit Development (PUD) can currently prohibit ADUs. Similar to the off-street parking requirement for an ADU-Supportive Jurisdiction, PUDs are not permitted to restrict the development of ADUs as part of their development plan. Staff is proposing adding language to Section 180-4.3.1 General PUD requirements as follows:
 1. Where the PUD does not address a specific development standard or requirement of the Frisco Town Code currently in effect, the Code shall apply.
 2. Permitted Uses. Any use that is allowed by right or by conditional use permit within the underlying zone district may be allowed in a PUD. PUDs may not contain provisions that restrict the construction or conversion of ADUs in a manner not permitted by Town ordinance.

Fast Track Review Process and Proposition 123

In November 2022, Colorado voters approved Proposition 123, which requires participating jurisdictions to: (1) Commit to an expedited review process for affordable housing developments; (2) Increase affordable housing production by three percent annually (nine percent over three years) from an established baseline; and (3) Ensure dedicated revenues for affordable housing are not used to supplant existing appropriations.

In August 2023, the Town committed to Proposition 123 through the State of Colorado. Since that time, the State has developed additional guidance that requires local governments to implement a 'fast-track' or 'expedited review' process, which results in a final decision within 90 days of a complete application for qualifying housing developments that have 50% or more units as affordable. This must be demonstrated by December 31, 2026, in order to remain eligible for future Proposition 123 funding.

To comply with Proposition 123 requirements for expedited permitting processes for affordable housing projects, Staff is proposing the insertion of a new section in the Town Code, Section 180-2.8, Affordable Housing Incentives. Highlights of this language which is required by Department of Local Affairs (DOLA) includes:

- Definition of Affordable Housing project for this purpose shall be a housing or mixed-use development project in which 50% or more of the dwelling units are either rental housing at or below 100% AMI or are for-sale housing at or below 150% AMI, and costs the household less than 30% of its monthly income. The proposed AMI levels are reflective of the current need as described in the Frisco Strategic Housing Plan.
- Qualifying Projects shall include:
 - Any project in which at least fifty (50%) of total units are designated as Affordable Housing;
 - Any project funded, or proposed to be funded, by a Proposition 123 funding source including the Equity or Concessionary Debt programs; and
 - Any project funded, or proposed to be funded, through the Town's Affordable Housing Development Incentive Program as outlined in [Town Code, 180-5.5.1.C.](#)
 - Qualifying Development Types shall include site plan, conditional use, building permit, planned unit development approval or amendment that is not limited to zoning approval or subdivision of land, variance, modifications of site plan, conditional use, or variance following initial approval of an affordable housing project.
- Expedited Review Commitment. The Town of Frisco will expedite review of all qualifying development types for all qualifying permits. The total expedited review period, inclusive of applicant response time, Town review time, and issuance by the Town of a final decision, shall be completed within ninety (90) calendar days of a complete submittal, as required by Proposition 123, unless an extension occurs.
- Implementation.
 - Participation in the expedited review process is voluntary, and qualifying projects are not obligated to utilize it.
 - Successful participation in the program relies on a collaborative effort by both the Town and the applicant to provide timely reviews and responses to comments.

Financial Impact:

The financial impact of these code changes to ADUs will be evaluated further after the Council and Commission provides direction at the work session.

Alignment with Strategic Plan:

The Plan touches on the following Strategic Objectives in the 2024-2028 Strategic Plan:

- Enhance Community Inclusivity
- Support a Thriving Economy

The Plan also notates the importance of providing “A Diversity of Housing” through ADUs and encourages the development of incentives and an improved development strategy.

Sustainability:

All new construction/additions to existing buildings would be required to meet code requirements including the recently adopted International Energy Conservation Code and associated amendments.

Staff Recommendation:

Staff requests the following from the Planning Commission and Town Council:

- Review of roles, responsibilities and authorities of both governing bodies. If there is any uncertainty, please ask for clarification from Mr. Renaud, Town Attorney.
- If applicable, request additional items to be discussed in upcoming meetings that are not on the 2026 Community Development Action Plan.
- Update on expedited permitting review policies. If there are any questions, please ask for clarification from Mr. Gorham, Economic Development Manager.
- Accessory Dwelling Units (ADUs). Discuss the proposed ADU code change recommendations as presented and provide staff with any feedback or concerns. Staff requests feedback on the following questions:
 1. Zone Districts. Does the Commission/Council want to allow ADUs in more zone districts than the Code currently permits?
 2. Number of ADUs per Unit. Does the Commission/Council support allowing more than one (1) ADU on a property?
 3. Occupancy Income Cap. Does the Commission/Council want to continue limiting occupancy of an ADU to a resident earning a maximum of 100% AMI?
 4. Density Exemption. If the Commission/Council supports not restricting the income level of an ADU occupant, then do they support having them be exempt from density if there is no income cap?
 5. Development Standards (setbacks). Does the Commission/Council support reducing the side and rear setbacks for an ADU?
 6. Development Standards (Size Limitation). Does the Commission/Council support increasing lot coverage for properties that propose to construct an ADU?
 7. Development Standards (Size Limitation). Does the Commission/Council want to consider a different size limitation to ADUs than what the code currently permits?

8. Development Standards (Parking Requirements). Does the Commission/Council wish to remove/alter parking requirement for residential parcels which develop an ADU?
9. PUD Exemption. Does the Commission/Council support code changes to prevent Planned Unit Developments (PUDs) from restricting ADU development?

Pending direction from this discussion on ADUs, staff will return in Q2/Q3 for two readings of an ordinance for code changes.

Reviews and Approvals:

- Katie Kent, Community Development Director
- Diane McBride, Deputy Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Strategic Housing Plan - 5.1.A ADU Incentives

Program

5.1.A

ADU Incentives

Priority **Top/Primary**

Expanding the availability of accessory dwelling units (ADUs) is an effective strategy to provide long-term affordable housing. This program will be crucial in the mid-term as it builds on the foundational initiatives and supports the housing needs of local workers, seniors, and lower-income households. Prioritizing this program after the initial groundwork is laid will ensure that the town maximizes housing opportunities within existing neighborhoods.

Estimated Cost Costs include administrative expenses for program development, outreach, and the potential reduction in fee revenue due to waivers or reductions

Responsible Agency Community Development; Local Financial Institutions; Summit County Planning Department



Goal 5

Maintain Community While Supporting Regional Needs

Strategy 5.1

Facilitate Infill Housing

Target Population Property owners interested in developing ADUs; Local workers, seniors, persons with disabilities, and other small or lower-income households

Timeline Evaluate and decide whether to opt in for ADU-supportive certification by 2025; Implement code changes and incentives by 2026

Outcome Increased availability of long-term affordable housing through the development of ADUs; Greater flexibility and support for property owners interested in creating ADUs; Enhanced housing options for local workers, seniors, and other target populations

Funding Source State ADU Grant Programs; General Fund/Staff Time; Partnership Contributions

Quantified Objective

Support construction of at least 30 new ADUs, with at least 25% serving target households

Description

Encourage the construction of additional ADUs in all residential neighborhoods through the creation and implementation of an extensive incentive program aimed at providing long-term housing for local workers, seniors, persons with disabilities, and other small or lower-income households. Evaluate the feasibility of opting in for certification as an ADU-supportive jurisdiction eligible for the state ADU grant funding program and to enable residents to be eligible for associated CHFA financing program, in accordance with HB 24-1152, and also explore creative financing options with local financial institutions to be offered to property owners. Consider code changes that will help meet certification requirements and providing such benefits as:

- Allowing ADUs by-right in all residential zoning districts (e.g., instead of by conditional use in the RS district)
- Aligning or combining carriage house and ADU requirements
- Exempting all ADUs from density requirements regardless of income-restriction
- Allowing up to two ADUs per principal dwelling or commercial unit under certain circumstances (e.g., one is restricted to serving a target household, only one is detached from the principal structure)
- Allowing use of pre-approved Summit

County stock plans and the temporary use of campers/RVs and other non-traditional housing types as ADUs so long as health and safety requirements are met

- Allowing detached ADUs on separate utility taps to be subdivided and sold separately if deed restricted to serve as long-term affordable housing
- Adding flexibility to development standards that consider site-specific constraints, such as reduced setback requirements, administrative adjustment options, and no parking requirement where appropriate
- Continuing administrative approval and priority building permit processing
- Allowing detached ADUs to utilize the principal units existing utility taps so long as they remain on the same deed
- Providing waivers or reductions for development, processing, utility tapping, and other fees
- Allowing ADUs to be used for short-term rental in limited circumstances (e.g., if the income would support the long-term occupants of the principal dwelling unit)

Implementation

1. Evaluate ADU-Supportive Certification
2. Develop and Implement Incentives
3. Outreach and Education
4. Monitor and Adjust

ACTIVITY REPORT - APRIL, 2026

POLICE

MUNICIPAL COURT

2026 2025

2026 2025

Property Stolen	\$2,570	\$6,679
Property Recovered	\$2,511	\$36
Animal Control		
Citations	0	0
Warnings	0	1
Bar Checks	61	53
Business Checks	9	51
Assists	17	46
Parking Citations	0	1
Parking Warnings	4	25
Traffic Citations	44	52
Traffic Warnings	98	178
Traffic Accidents		
Public Streets	3	5
Private Property	1	5
Injury	0	0
Open Buildings	3	0
Alarms	3	7
Calls for Service	421	592
Felony Arrests	6	1
Assault	1	1
Menace	1	
Failure to register	1	
Theft \$2k - \$5K	1	
Violation of a protection order	1	
Warrant(s)	1	
Misdemeanor Arrests	13	19
Assault	2	
Child abuse	1	
DUI	3	

Total number of citations issued for this court date	48	*
Total number of violators due in court	20	
Total number of violators in court	10	
Deferred to trial:	1	
Received Deferred Sentences:	3	
Dismissed:	3	
Guilty Pleas:	6	
Guilty to Amended Charges:	0	
Guilty from Trial:	0	
Continued to following month:	1	
Dismissed Prior to Court	0	
Handled by Mail		
W/in 20 days for Point Reduction:	16	
Outside of 20 days:	19	
No Shows		
Warrants Issued:	0	
Hold placed on Drivers License:	2	
Filed Unpaid:	0	

* No Municipal Court in April, 2025.



RECORD OF PROCEEDINGS – MINUTES

REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FRISCO FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443 APRIL 28, 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 7:01PM.
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 – ABSENT
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.

Full Name of Commenter	In Person or Online	Address	Topic(s)
Sharon Siler	In Person	110 Lupine Lane	Bicycles and walking/hiking sharing public recreational pathways and trails.
Tom Castrigno	In Person	Not provided	Educating tourists renting bicycles, Dark Skies and bird migration communications encouragement, requests Frisco Flyer reimplementation.

Phil Kopp	In Person	103 Miner's Creek Road	Marina operations for Summer, parking RE: I-70,
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Seeing no further public comments in person or online, Mayor Ihnken closed Public Comment at 7:15PM and moved into Staff Updates.

Staff Updates:

None.

Consent Agenda:

- Minutes from April 14, 2026
- Warrant List
- Purchasing Cards

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

VOTE:

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

MOTION: PASSED AT 7:15PM

New Business:

Agenda Item #1: Mayor & Council Remarks

Outgoing Councilmember Ryan shared some reflections on the community and his time serving on Frisco Town Council and expressed gratitude to Town Staff, fellow Councilmembers, and to the community at large.

Councilmember Allen thanked Councilmember Ryan for his words, stating it was a pleasure to work together, Councilmembers Held, Goldstein, and Skrzypczak-Adrian echoed those comments. Mayor Ihnken stated that his insights were helpful to conduct business and he hopes to see Zach in the future.

Mayor Ihnken congratulated newly elected Councilmember Hirsh on his successful election, welcoming him to Council.

Agenda Item #2: Oath of Office: Andrew M. Held

Town Clerk Stacey Campbell facilitated the Oath of Office.

Agenda Item #3: Oath of Office: Elizabeth Skrzypczak-Adrian

Town Clerk Stacey Campbell facilitated the Oath of Office.

Agenda Item #4: Oath of Office: Robyn Goldstein

Town Clerk Stacey Campbell facilitated the Oath of Office.

Agenda Item #5: Oath of Office: Thayer Hirsh
Town Clerk Stacey Campbell facilitated the Oath of Office.

Agenda Item #6: Selection of Mayor Pro Tem

MOTION: COUNCILMEMBER ALLEN NOMINATED COUNCILMEMBER SKRZYPCZAK-ADRIAN FOR MAYOR PRO TEM, SECONDED BY CURRENT MAYOR PRO TEM HELD.

VOTE:

HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
HIRSH	YEA
IHNKEN	YEA
ALLEN	YEA
KIBBIE	ABSENT
GOLDSTEIN	YEA

MOTION: PASSED AT 7:30PM

Old Business:

Agenda Item #7: Second Reading Ordinance 26-10: AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING WATER, BY AMENDING ARTICLE V THEREOF, CONCERNING WATER CONSERVATION, TO ADD AUTHORITY FOR THE ESTABLISHMENT OF WATER USAGE RESTRICTIONS BASED UPON BELOW-AVERAGE SNOWPACK OR PRECIPITATION, OR ABOVE-AVERAGE TEMPERATURES, OR COMBINATIONS OF SUCH FACTORS, WHETHER EXISTING OR ANTICIPATED

Mayor Ihnken read the item into the record and opened the public hearing.

Josh Southworth, Public Works Director, presented the item and offered to answer questions. Josh stated that the current water situation is driving this proposed Code change, and is necessary to maintain the Town's water system integrity.

Mayor Ihnken opened the floor for Public Comment at 7:32PM:

Seeing no public comment, Mayor Ihnken closed public comment and moved back to Council Discussion.

MOTION: COUNCILMEMBER GOLDSTEIN MOVED TO APPROVE THE ITEM, SECONDED BY COUNCILMEMBER HELD.

GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
HIRSH	YEA
IHNKEN	YEA
ALLEN	YEA
KIBBIE	ABSENT

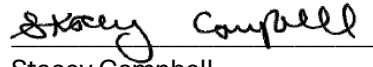
MOTION: PASSED AT 7:33PM

Adjourn:

MOTION: MAYOR PRO TEM SKRZYPCZAK-ADRIAN MOVED TO ADJOURN, COUNCIL UNANIMOUSLY VOTED TO ADJOURN.

MOTION: PASSED AT 7:34PM

Respectfully Submitted,



Stacey Campbell
Town Clerk





TO: Mayor and Town Council
FROM: Josh Southworth, Public Works Director
RE: Resolution 26-15, Approval of Intergovernmental Agreement with CDOT for I-70 Exit 203 Interchange Improvements
DATE: May 12, 2026

Summary & Background:

Staff requests Town Council adopt Resolution 26-15 approving an Intergovernmental Agreement (IGA) between the Town of Frisco and the Colorado Department of Transportation (CDOT) concerning maintenance and repair responsibilities for the I-70 Exit 203 Interchange Improvements. CDOT has designed the interchange improvements, and the IGA establishes how CDOT and the Town will operate, inspect, maintain, and repair the portions of the project that fall within each agency's responsibility.

Analysis:

The IGA is necessary to clearly assign long-term maintenance responsibilities after completion of the Exit 203 improvements. The agreement and exhibits define CDOT responsibilities for facilities such as I-70, CO 9, CDOT roadway features, traffic signals, certain structures, and other CDOT right-of-way elements, while assigning the Town responsibility for Frisco roadways, the Frontage Road once right-of-way is turned over, pedestrian traffic areas, landscaping, roundabout lighting, and other Town-maintained features. The agreement also provides reciprocal access for maintenance activities, establishes a liaison process between the parties, and includes notice and cure provisions if assigned maintenance responsibilities are not performed. The attached Resolution authorizes the Mayor to execute the IGA and any related documents necessary to effectuate the agreement.

Financial Impact:

The IGA has an agreement maximum amount of \$0.00 and does not require the Town to pay CDOT as part of the approval. However, the IGA does establish ongoing Town maintenance, repair, inspection, snow and ice removal, drainage, lighting, landscaping, and capital maintenance responsibilities for the Town-assigned portions of the project. These obligations will be incorporated into future Public Works operating and capital maintenance budgets as applicable.

Environmental Sustainability:

Clear assignment of maintenance responsibilities supports environmental sustainability by ensuring continued maintenance of drainage systems, storm drains, the settling basin, sweeping, litter control, vegetated areas, and landscaped areas. Proper maintenance of these features helps manage stormwater, sediment, debris, and roadway pollutants while protecting the long-term function of the interchange improvements.

Alignment with Strategic Plan:

Approving the IGA aligns with Quality Core Services by supporting safe, reliable, and well-maintained transportation infrastructure at a critical interchange serving Frisco residents, visitors, businesses, and regional traffic. It also supports effective intergovernmental coordination with CDOT for infrastructure that serves both local and state transportation systems.

Staff Recommendation:

Based on the information contained in this report, it is recommended the Town Council make a motion to adopt Resolution 26-15 approving the State of Colorado Intergovernmental Agreement with CDOT concerning the I-70 Exit 203 Interchange Improvements.

Reviews and Approvals:

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

Attachments:

1. Attachment 1 – Resolution 26-15
2. Attachment 2 – CDOT IGA re I-70 Exit 203 Interchange Improvements

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 26-15**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) CONCERNING THE MAINTENANCE AND REPAIR OF I-70 EXIT 203 INTERCHANGE IMPROVEMENTS.

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended, and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, CDOT has designed and will construct various improvements for the I-70 Exit 203 interchange within and about both CDOT (State of Colorado) rights-of-way and Town of Frisco rights-of-way (the “Project”); and

WHEREAS, CDOT and the Town recognize the importance and benefit to their respective systems to have the Town operate and maintain certain portions of the Project, and for CDOT to operate and maintain other portions of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO, THAT:

Section 1. The attached STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT between the Town of Frisco and the Colorado Department of Transportation, concerning I-70 Exit 203 Interchange Improvements, is hereby approved, and the Town Mayor is authorized to execute and deliver the IGA and any other agreements or documents as may be necessary or desirable to effectuate the terms and conditions of the IGA.

Section 2. This Resolution shall take effect immediately.

INTRODUCED, READ AND ADOPTED this 12th day of May, 2026.

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

<u>State Agency</u> Department of Transportation	<u>Agreement Routing Number</u> 26-HA3-XC-00111	<u>Local Agency</u> TOWN OF FRISCO
<u>Agreement Effective Date</u> The later of the effective date or March 20, 2026	<u>Agreement Description</u> I-70 Exit 203 Interchange Improvements.	<u>Project #</u> NHPP 0702-422 (24873)
<u>Region #</u> R3	<u>Contract Writer</u> BH	<u>Agreement Maximum Amount</u> \$0.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY TOWN OF FRISCO By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Transportation Shoshana M. Lew, Executive Director By: _____ Keith Stefanik P.E., Chief Engineer Date: _____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF FRISCO By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the “State” or “CDOT”), and the TOWN OF FRISCO (the “Local Agency”); CDOT and the Local Agency individually shall be referred to as a “Party”, and together shall be referred to as the “Parties.” This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT has designed and constructed improvements for the I-70 Exit 203 Interchange Improvements in Summit County, Colorado, (“Project”); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies’ operation and maintenance of a portion of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the “Work”) on the Project as shown in **Exhibit A** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency’s discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

- I. Scope of Work
The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project as set forth and depicted in **Exhibit A**.
- II. Exhibits
The Exhibits attached to this Agreement are:
Exhibit A- Scope of Work of the Project
Exhibit B – Maintenance Areas
Exhibit C- Local Agency Resolution
Exhibit D- PII Certification
- III. Order of Precedence
In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts

or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A**- Scope of Work of the Project
4. **Exhibit B** - Maintenance Areas
5. **Exhibit C**- Local Agency Resolution
6. **Exhibit D**- PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

- A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A and B**.
- B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A and B**.
- C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.
- D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project and/or Facilities to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

- A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A and B**.
- B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A and B**.
- C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project. This is to ensure that the Project are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.
- D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.
- E. If after inspection of the Project, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project identified in **Exhibit A and B**. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies,

and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VII. Joint Commitments

- A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project Liaison

Name & Title: Scott Harris, Project Manager
Region: R3
Address: 1198 S. Adams Ave
City, CO Zip: Silverthorne, CO 80498
Phone: 303-512-5620
Email: scott.harris@state.co.us

Local Agency Project Liaison

Name & Title: Josh Southworth Director, Public Works
Local Agency: Town of Frisco
Address: PO Box 4100
City, CO Zip Frisco, CO 80443
Phone: 970-668-9149
Email: josh@townoffrisco.com

- B. If safety concerns are identified relating to the Project, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project.
- C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and/or enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.
- D. In the event the Project fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A and B**.
- E. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.
- F. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records for the useful life of the Project, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Local Agency shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Local Agency, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency in violation of §8 may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Local Agency shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Local Agency shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Local Agency harmless; requires the State to agree to binding arbitration; limits Local Agency's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

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Exhibit A: Scope of Work

1. Defined Terms

This scope of work defines the primary responsibilities of CDOT and the Town of Frisco. The graphical representation is in **Exhibit B (Maintenance Areas)**. The following terms are used to define the areas regarding the geographical area and will be bolded throughout the agreement.

Bridge means a structure carrying a road or railroad over water, road, or obstacle. Includes deck pavement and associated inlets, frames, grates, covers, boxes, snow fence, aesthetic fence, sidewalks, sign foundations, expansion devices and approach slabs unless otherwise specified in existing IGA. Bridges appear and are named in the following format i.e. (F-12-T).

Frisco Property means property owned by the Town of Frisco, but not necessarily Town of Frisco ROW.

Frisco ROW means right-of-way on Frisco's property. After construction this shall include the Lusher Ct & Meadow Dr roundabout and the Frontage Road from Lusher Ct to CO 9 ROW.

Frisco Roadway means roadways owned by Frisco (Lusher Ct, Frontage Rd, Dillon Dam Rd), excluding CDOT Roadways and the I-70 Mainline. Includes associated curb and gutter unless otherwise noted.

CDOT Roadway means I-70 and CO 9 in each case including the ramps up to the intersecting cross-roadway including directional island and free-flow turn lane where present. Includes associated guardrail, impact attenuators, barrier, and curb and gutter unless otherwise noted.

CDOT Property means property owned by CDOT, but not necessarily CDOT ROW.

CDOT ROW means right-of-way on CDOT's property.

I-70 Mainline means Interstate 70, auxiliary lanes, buffers, enforcement areas, shoulders, ramps up to the intersecting cross-roadway (including directional island and free-flow turn lane where present) and associated collector-distributor roads. Includes associated guardrail, barrier and curb and gutter unless otherwise noted.

Frontage Road means the newly constructed two lane road that connects Lusher Ct and Dillon Dam Road by traveling underneath CO 9

Landscaped Area means trees, shrubs, flowers, brush, ornamentals, grass, turf, and associated irrigation systems. Includes stamped concrete, cobble, rock, stone, mulch, planters, pavers, and cut/fill walls attached to sidewalks.

Pedestrian Lighting means lighting intended for **Pedestrian Traffic Areas**. Includes foundation, base, pole, arm, fixture, luminaire, wire, and electrical power.

Pedestrian Traffic Area means sidewalks, median refuge areas, and associated pedestrian ramps. Town of Frisco is responsible for snow and ice removal and capital maintenance of all sidewalks, median refuge areas, and pedestrian ramps unless otherwise noted.

Roadway Lighting means any lighting intended for **I-70 Mainline**, **CDOT Roadway**. Includes foundation, base, pole, arm, fixture, luminaire, wire, and electrical power.

Roundabout Lighting means any lighting intended for the Lusher Court Roundabout or Dillon Dam Rd Roundabout. Includes foundation, base, pole, arm, fixture, luminaire, wire, and electrical power

Settling Basin means a structure that allows particles and pollutants to settle from stormwater.

Sign Structure means foundation, base, mount, pole, arm, sign, and any associated **Roadway Lighting** features.

Signage means foundation, base, mount, pole, sign, and any associated rapid flashing beacons and/or **Roadway Lighting** features.

Storm Drain means a network of pipes that connects inlets, manholes, and other drainage features to an outfall. Includes pipes or culverts that convey water from one side of the road to the other without interruption.

Traffic Signal means foundation, base, pole, pedestrian heads (lens, lantern, and target board), pedestrian call box buttons, mast arm, traffic heads (lens, lantern, and target board) and any associated attachments or cameras. Includes associated cabinets, foundations, signing, vehicle detection (cameras or loops), electrical boxes, and electrical power.

Vegetated Area means non-irrigated native grass.

2: CDOT and Town of Frisco Project Wide Commitments for Surface Features

The primary responsibilities for CDOT and Town of Frisco are geographically located along I-70 and CO 9. Graphical representation is in **Exhibit B**. Project wide commitments for surface features include the following: Roadway Markings, Signs, Traffic Signals, Lighting, Earthworks and Embankments, Graffiti, and Sweeping and Cleaning. This document defines maintenance responsibilities, if there are any questions or conflicts, CRS 43-2-135 the Division of authority over streets shall control.

ROADWAY MARKING	
CDOT	Frisco
● Striping, reflective markers and delineators for I-70 Mainline and CDOT Roadway unless otherwise specified in existing IGA ● Striping, reflective markers and delineators for any feature under CDOT maintained structures listed herein unless otherwise specified in existing IGA ● Striping, reflective markers and delineators for Pedestrian Traffic Areas in CDOT ROW unless otherwise specified in existing IGA	● Striping, reflective markers and delineators for Frisco Roadway ● Striping, reflective markers and delineators for any structures other than CDOT maintained structures listed herein unless otherwise specified in existing IGA ● Striping, reflective markers and delineators for Pedestrian Traffic Areas in Frisco ROW

SIGNS	
CDOT	Frisco
• Cleaning and replacement of overhead and roadside sign panels along I-70 Mainline and CDOT Roadway unless otherwise specified in existing IGA • Removal of obsolete, illegal, or obscene signs, banners, flags, or posters in CDOT ROW unless otherwise specified in existing IGA • Signage on CDOT standard mounts unless otherwise specified in existing IGA • Interstate and State Highway route markers in CDOT ROW and Frisco ROW unless otherwise specified in existing IGA • CDOT standard Signage mounted to Frisco owned light poles unless otherwise specified in existing IGA	• Cleaning and replacement of roadside sign panels that are not Interstate and State Highway route markers along Frisco Roadway • Removal of obsolete, illegal, or obscene signs, banners, flags, or posters in Frisco ROW • Signage on Frisco standard mounts • Local vehicle and pedestrian wayfinding signage • Street signs

TRAFFIC SIGNALS	
CDOT	Frisco
• Exit 203 westbound Ramp Signal • Exit 203 eastbound Ramp Signal • CO 9 and Dillon Dam Road Signal	

LIGHTING	
CDOT	Frisco
• Electrical conduit embedded in Bridge, barrier, or wall structures • I-70 Ramp Lighting	• Pedestrian Lighting with Frisco electrical meters • Frisco decorative median lighting along CO 9 • Frontage Road underpass lighting • Lusher Court and Dillon Dam Road Roundabout Lighting • Roadway lighting at the northbound CO 9 turn to Dillon Dam Rd

EARTHWORKS & EMBANKMENTS	
CDOT	Frisco
• Repair of all structural or natural failures of the embankment, cut slopes, and slope and ditch pavement within CDOT ROW • Maintenance of slopes in general conformance to the original graded cross section including replacement of fill or landscaping materials reseeding and re-vegetation for erosion control purposes and removal and proper disposal of all eroded materials within CDOT ROW	• Repair of all structural or natural failures of the embankment, cut slopes, and slope and ditch pavement within Frisco ROW • Maintenance of slopes in general conformance to the original graded cross section including replacement of fill or landscaping materials, reseeding and re-vegetation for erosion control purposes and removal and proper disposal of all eroded materials within Frisco ROW

GRAFFITI	
CDOT	Frisco
• Graffiti removal on all elements including but not limited to signs, walls, barriers, guardrail, lighting, traffic signal equipment, structural elements, fence, water quality, and drainage features within CDOT ROW unless otherwise specified in existing IGA	• Graffiti removal on all elements including but not limited to signs, walls, barriers, guardrail, lighting, traffic signal equipment, structural elements, fence, water quality, and drainage features within Frisco ROW • If proposed underpass structure is artistically painted by the Town of Frisco, any future graffiti removal shall be handled by the Town.

SWEEPING AND CLEANING	
CDOT	Frisco
• Sweeping of I-70 Mainline and CDOT Roadway unless otherwise specified in existing IGA • Litter control within CDOT ROW unless otherwise specified in existing IGA	• Sweeping of Frisco Roadway • Litter control within Frisco ROW • Frontage Road • Pedestrian Traffic Areas in Frisco ROW and CDOT ROW

3. CDOT & Town of Frisco Specific Commitments for Surface Features

The primary responsibilities for CDOT and Town of Frisco are geographically located along I-70 and CO 9. Graphical representation is in **Exhibit B**. Specific commitments for surface features include the following: Pavement, Structures, Landscape, Fences and Noise Walls, and Snow and Ice Removal.

STRUCTURES	
CDOT	Frisco
- Retaining wall structures that are along or adjacent to or within I-70 Mainline, CDOT Roadway or Frisco Roadway. Includes all associated safety rail and fencing Sign Structure along I-70 Mainline and within CDOT ROW - CO 9 Bridge over I-70(F-12-T) - CO 9 Bridge over Frontage Road(F-12-DA)	Sign Structure along Frisco Roadway and within Frisco ROW except for Signage specifically for I-70 Mainline Town of Frisco must maintain vertical clearance between Frontage Road and Bridge (F-12-DA). Any pavement repair under structure cannot change the elevation.

PAVEMENT (ROADWAY, RAMPS, ACCESS ROADS, AND OTHER PAVED AREAS)	
CDOT	Frisco
I-70 Mainline CO 9	Frisco Roadways Proposed Frontage Road once ROW is turned over to the Town of Frisco Pedestrian Traffic Area adjacent to roadways in Frisco ROW and CDOT ROW

LANDSCAPE	
CDOT	Frisco
Vegetated Area within CDOT ROW Vegetated Area in medians of CDOT Roadway (I-70)	Landscaped Area and Vegetated Area within Frisco ROW Landscaped Areas within CO 9 medians and roundabouts Vegetated Areas along Dillon Dam Road from CO 9 to Lake Forest Condos Landscape Areas on east side of F-12-DA

FENCES AND WALLS	
CDOT	Frisko
• Fencing within CDOT ROW • Fencing and rail on Structure F-12-T • Retaining wall between eastbound off ramp and Frontage Rd • Wing walls attached to proposed underpass structure (F-12-DA)	• Pedestrian rail along Pedestrian Traffic Areas • Pedestrian Rail along proposed underpass structure (F-12-DA) • Landscape walls east of proposed underpass structure (F-12-DA) near the Dillon Dam Rd Roundabout. • Other retaining wall structures in CDOT ROW for walkways and trails

SNOW AND ICE REMOVAL	
CDOT	Frisko
• I-70 Mainline • CO 9	• Frisko Roadway • Pedestrian Traffic Areas in Frisko ROW • Pedestrian Traffic Areas in CDOT ROW • Frontage Road • Dillon Dam Road from CO 9 to town limits at Lake Forest Condos

Roadway Markings	
CDOT	Frisko
• I-70 Mainline • CO 9	• Lusher Court • Meadow Drive • Frontage Road • Dillon Dam Road to town limits at Lake Forest Condos • Lusher Ct and Dillon Dam Road Roundabout markings

CAMERAS	
CDOT	Frisco
• I-70 Mainline • CO 9	

Graffiti & Trash Clean up	
CDOT	Frisco
• I-70 Mainline • Bridge F-12-T • CO 9 • Frontage Road Underpass if painted with project single or two-tone finish • Frontage Road Underpass Wingwalls • Frontage Road retaining wall along eastbound off ramp • I-70 eastbound off ramp retaining wall	• Frontage Road • Frontage Road Underpass if artistically finished • Frisco ROW • Pedestrian Traffic Areas along CO 9 • CO 9 Medians • Lusher Ct and Dillon Dam Road Roundabouts • Landscape walls east of F-12-DA • Settling Basin

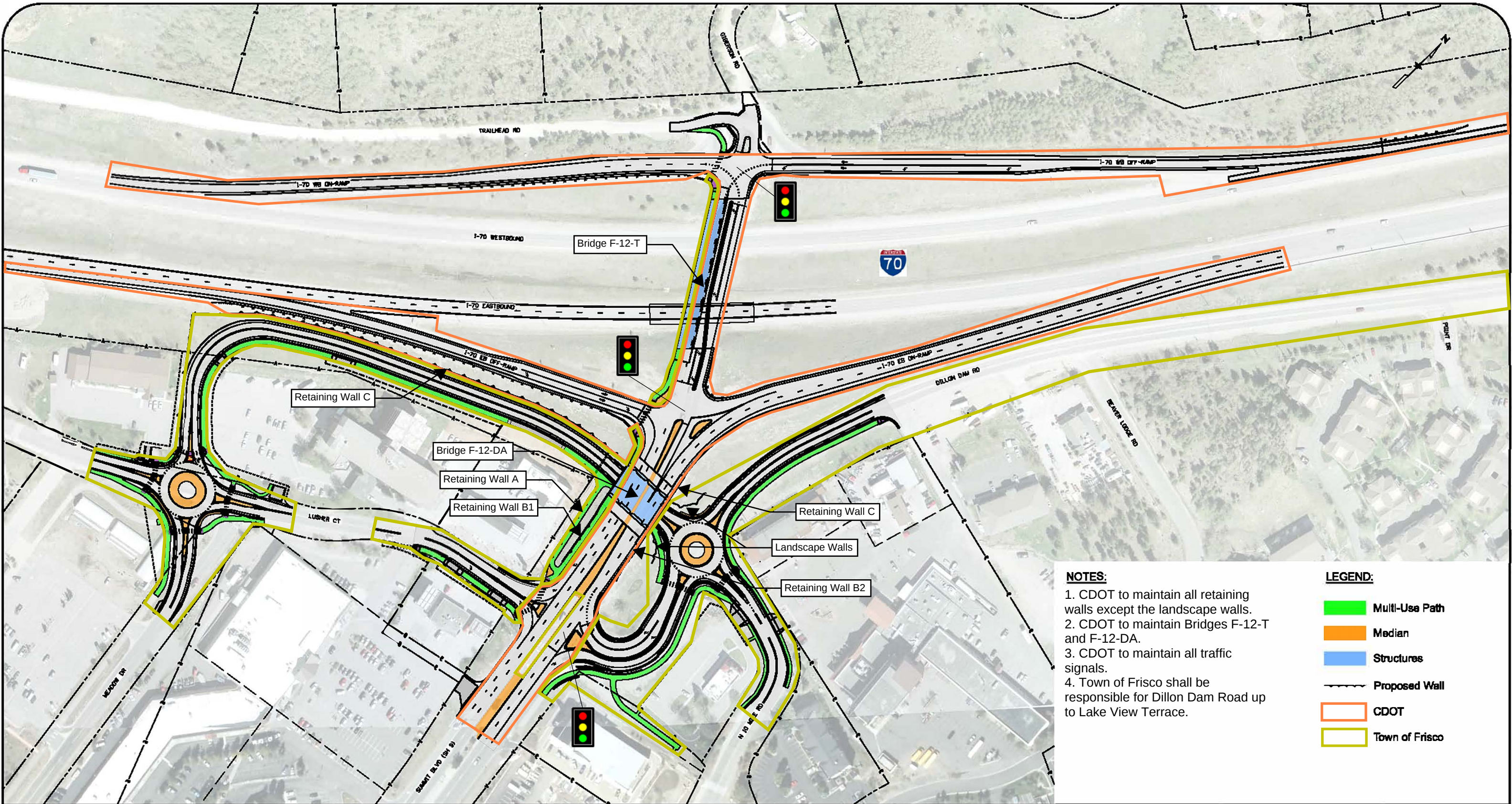
4. CDOT and Frisco Commitments for Drainage Features

The primary responsibilities for CDOT and the Town of Frisco shall follow the CRS 43-2-135 Division of Authority. A summary of maintenance responsibilities is listed below.

DRAINAGE SYSTEMS	
CDOT	Frisco
• The cleaning and maintenance of Storm Drains within I-70 Mainline and CDOT ROW except for drainage pans and culverts along Dillon Dam Road. • Existing CDOT Culvert under the portion of I-70 Mainline • Existing CDOT Culvert under CO 9	• Proposed Storm Drain within Frisco Roadways and Frisco ROW • Cleaning and Maintenance of the existing culvert under SH 9 with Frisco town limits • Cleaning, maintenance and future replacement of proposed Storm Drain along Frontage Road

• Scuppers on eastbound I-70 on ramp barriers	• Cleaning maintenance and future replacement of proposed Storm Drain for Dillon Dam Road Roundabout • Cleaning and maintenance of Settling Basin at intersection of CO 9 and Dillon Dam Road • Ditches and drainage pans along Dillon Dam Road west of Town Limits at Lake Forest Condos
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- NOTES:**
- 1. CDOT to maintain all retaining walls except the landscape walls.
 - 2. CDOT to maintain Bridges F-12-T and F-12-DA.
 - 3. CDOT to maintain all traffic signals.
 - 4. Town of Frisco shall be responsible for Dillon Dam Road up to Lake View Terrace.

- LEGEND:**
- Multi-Use Path
 - Median
 - Structures
 - Proposed Wall
 - CDOT
 - Town of Frisco

Colorado Department of Transportation
1198 S Adams Ave
Silverthorne, CO 80498
Phone: 303-512-3601
Fax: 303-512-5675
Region 3 GLA

EXIT 203 INTERCHANGE



July 2025

Exhibit C

Local Agency Resolution (if applicable)

EXHIBIT D

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



TO: Mayor and Town Council
FROM: Josh Southworth, Public Works Director
RE: Resolution 26-14, Contract award to Metro Pavers Inc.
DATE: May 12, 2026

Summary & Background:

Request to award a construction contract to Metro Pavers Inc. (MPI) for a road resurfacing project focused on milling and overlay areas of need throughout the Town. The Town also requested for bid alternate repairs to concrete pans throughout town.

Analysis:

Mill and overlay work is necessary to extend the service life of existing streets by removing the deteriorated surface layer and replacing it with new asphalt before deeper structural failures develop. This approach improves ride quality, drainage, and pavement durability while helping the Town avoid more costly full-depth reconstruction in the future. Pursuant to Chapter 9 of the Town Code a Request for Proposals was produced and publicized on April 10th and closed on 1 May. Three bids were considered for this project with MPI being the low bidder for the project.

Table 1: Bids Received

Company	Bid	Ad Alternate	Total
MPI	\$623,325.81	\$64,314.24	\$687,640.05
360 Paving LLC	\$617,097.35	\$91,951.00	\$709,048.35
Columbine Hills Construction	\$729,469.00	\$64,816.00	\$794,285.00

Financial Impact:

Passage of the recommended motion to award this contract will result in a total cost of \$687,640.05 The amount budgeted in the 2026 budget for this project was \$800,000.

Environmental Sustainability:

Mill and overlay work also has environmental benefits because it preserves the existing roadway base and reuses much of the in-place infrastructure, reducing the amount of material that must be removed, hauled, and landfilled. By extending pavement life before full reconstruction is needed, the Town can reduce future aggregate, asphalt,

fuel, trucking, and construction-related emissions while maintaining a safer and more durable street network.

Alignment with Strategic Plan:

Completing this project aligns with the Quality Core Services by maintaining safe roadways across town.

Staff Recommendation:

Based on the information contained in this report, it is recommended the Town Council make a motion to adopt the attached Resolution

Reviews and Approvals:

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

Attachments:

- Attachment 1 – Resolution 26-14
- Attachment 2 – Construction contract with MPI

**Town of Frisco
County of
Summit State
of Colorado**

Resolution 26-14

**A RESOLUTION FOR CONSTRUCTION CONTRACT TO AWARD METRO PAVERS
INC FOR THE 2026 ROAD RESURFACING PROJECT**

WHEREAS, the Town Council has determined that maintaining the Town's infrastructure, especially its roadway network, is supported by the provisions of the Council's Strategic Plan concerning Core Services and Sustainable Environment; and

WHEREAS, the Town Council has determined that the staff recommendation concerning entering into a contract for such maintenance is in the best interest of the Town, citizens and its guests; and

WHEREAS, there is sufficient money budgeted for the maintenance of its roadway network

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

The Mayor and Town Clerk are hereby authorized to execute the attached Construction Agreement, any and all documents necessary to effectuate the Construction Agreement, with Metro Pavers Inc., for the milling, paving, and concrete work, in the amount of six hundred eighty seven thousand, six hundred forty dollars and five cents (\$687,640.05)

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 12TH DAY OF May, 2026.

TOWN OF FRISCO:

Frederick Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 12th day of May, 2026, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and Metro Pavers Inc., a road resurfacing contractor ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A". The Project is generally described as follows:

Town of Frisco 2026 Road Resurfacing

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished ___ days of the date of the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed six hundred eighty seven thousand, six hundred forty dollars and five cents **(\$687,640.05)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

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

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

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

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

8. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Town of Frisco, Public Works
Project Manager, Chris Johnsen
P.O. Box 4100
Frisco, CO 80443

Contractor: MPI, a Sunland Company
7230 Gilpin Way, Suite 180
Denver, CO 80229

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

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

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

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- [B. Bid Form];**
- [C. Bid Schedule];**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda ____ through ____.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the "Scope of Work" provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a

Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;
- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

- A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.
- B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

- A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.
- B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.
- C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

- A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

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

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property

damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety-five percent (95%) of the Work actually completed, as determined by the Project Manager.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract

Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a “notice of final payment” in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether “notice of final payment” is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

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

complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

- A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

- A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.
- B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on

information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.

2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

(Address)_____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Chris Johnsen
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to

Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of _____, 20__, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Chris Johnsen
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety:_____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Date: May 6th, 2026

Taylor Maldonado
MPI, a Sunland Company
7230 Gilpin Way, Suite 180
Denver, CO 80229

Re: Road resurfacing 2026

Dear Mr. Maldonado:

Thank you for submitting a bid for the Town of Frisco's 2026 Road Resurfacing Project. Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of **\$687,640.05**. Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return one copy to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the fully executed copy of the Construction Agreement, as well as all bonding and insurance documents the Town will send you a Notice to Proceed.

Should you have any questions, please call me at 970 668 9149.

Sincerely,

Josh Southworth
Director, Public Works
Town of Frisco

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning _____.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within _____ days from the date of this letter.

Should you have any questions, please call me at (____) ____-____.

Sincerely,

COLORADO BID BOND

BOND NO.

AMOUNT OF BOND: \$

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____, a corporation
duly organized under the laws of the State of _____, having its principal place
of business at _____ in the State of _____,
and authorized to do business in the State of Colorado, as SURETY, are
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of
_____ DOLLARS (\$ _____), for the payment of
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the
PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal
Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and
Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms
prescribed in the Contract Documents, and deliver the certificates of insurance required by the
Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a
penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: VANESSA AGEE, COMMUNICATIONS DIRECTOR
RE: CONSENT: FRISCO ARTS AND CULTURE COUNCIL REAPPOINTMENTS
DATE: MAY 12, 2026, NUNC PRO TUNC TO MAY 9, 2026

Summary & Background:

In January 2023, Town Council approved through resolution the [Frisco Five-Year Arts and Culture Strategic Plan](#), which recommends the creation of a Frisco Arts and Culture Council (FACC). Subsequently, [Ordinance 23-01](#) was passed by Town Council on January 24, 2023 establishing the Frisco Arts and Culture Council. Blair Miller and Vanessa Agee serve as staff to the FACC.

Due to the creation of this new board, staggered terms were created with three members assigned to three-year terms, two assigned to two-year terms, and two assigned to one-year terms. Town Council appointed seven members in May 2023, then filled two subsequent vacancies in September 2023, and reappointed two members, Alison Lindsey and Diane Harty Schlaefer, for three-year terms when their original one-year terms expired on May 9, 2024, and Melissa Sherburne and Todd Altschuler were reappointed to three-year terms on May 13, 2025 when their two-year term expired.

Daymon Pascual's, Megan Testin's, and Jamie Callahan's terms all expire in May 2026. They are seeking reappointment to the Frisco Arts and Culture Council for three year terms, which would end in May 2029.

Current FACC members:

- Daymon Pascual- three-year term- Frisco resident and business owner (appointed to first term on May 9, 2023)
- Megan Testin (Chair)- three-year term- Frisco resident (appointed to first term on May 9, 2023)
- Jamie Callahan (Vice-Chair)- three-year term- Frisco resident (appointed to vacant three-year term on September 12, 2023, and served out the rest of the three-year term until May 9, 2026)

- Alison Lindsey- three-year term- Frisco resident (appointed to first term on May 9, 2023, and reappointed to an additional three years starting May 9, 2024)
- Diane Harty Schlaefer- three-year term- Frisco business owner (appointed to first term on May 9, 2023, and reappointed to an additional three years starting May 9, 2024)
- Melissa Sherburne- two-year term- Frisco resident (appointed to first term on May 9, 2023, and reappointed to an additional three years starting May 9, 2025)
- Todd Altschuler- two-year term- Frisco resident and business owner (appointed to first term on May 9, 2023, and reappointed to an additional three years starting May 9, 2025)

Summary of the requirements for the FACC membership:

- 1- Seven members appointed by Town Council
- 2- Three year terms- the terms of each of the initial members of the Arts Council shall be staggered as follows in order to ensure that no more than three members' terms expire in any one year, and to ensure ample opportunity for diverse individuals to serve as a member of the Arts Council: initially three members shall be appointed for a term of three years, two members shall be appointed to serve a term of two years, and two members shall be appointed to serve for one year.
- 3- Members to serve no more than nine years but may be considered for additional terms when a break of 365 days or more is taken between terms.
- 4- Member attendance requirements- members may be removed if they fail to attend three consecutive regular meetings or if they miss one-half or more of the regular meetings in any twelve-month period. Town Council may waive this requirement if unusual circumstances justify the absence.
- 5- At least five FACC members shall be residents of the Town of Frisco or owners of a business with a valid business license with the Town of Frisco. Two members of FACC may be appointed without regard to their status as residents or business owners in Frisco.
- 6- The ordinance also suggests, rather than requires, that one Town Council member may be appointed as a liaison to the FACC with voting rights. Council Member Held was appointed to this position by Town Council in May 2023.

Analysis:

The FACC has been making significant progress on projects that are identified in the Arts and Culture Strategic Plan, including mural installations, youth art projects, public art collection maintenance and repair, events, and collaborations with neighboring communities. Therefore, the three members whose terms have expired, Daymon Pascual, Megin Testin, and Jamie Callahan, wish to be reappointed for three-year terms.

Financial Impact:

The 2025 approved capital and program budgets for art and culture total \$80,000. Frisco Arts and Culture Council positions are unpaid volunteer positions with the FACC meeting once per month.

Alignment with Strategic Plan:

Arts and culture programming and projects support an inclusive community where diverse ideas and interests are welcome, and support for the arts and community vibrancy are valued and grown to support community connection.

Staff Recommendation:

Staff recommend that the Town Council reappoint Daymon Pascual, Megan Testin, and Jamie Callahan to the Frisco Arts and Culture Council for another three-year term, from 2026-2029.

Reviews and Approvals:

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

Attachments:

- None



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: KIMBERLY JACKSON, PLANNER I
RE: CONSENT: PLANNING COMMISSION REAPPOINTMENTS
DATE: MAY 12, 2026

Summary & Background:

The Town of Frisco Municipal Code, Chapter 41, Planning Commission, states that, "The Planning Commission shall consist of seven (7) members appointed by the Town Council. The term of each appointed member shall coincide with the terms of office of the Town Council of the Town of Frisco. All members of the Planning Commission shall be bona fide residents in the Town of Frisco." Planning Commissioners serve 4-year terms and there is no term limit for the Commissioners.

At this time, four (4) seats are up for reappointment to the Frisco Planning Commission. Each of the members who are up for reappointment have expressed an interest in remaining on the Planning Commission.

Andrew Stabile:

Term 1: Appointed April 2014 – 2018
Term 2: Reappointed April 2018 - 2022
Term 3: Reappointed April 2022 – 2026
Term 4: Allowed 2026 - 2030

Lina Lesmes:

Term 1: Appointed April 2018 – 2022
Term 2: Reappointed April 2022 – 2026
Term 3: Allowed 2026 - 2030

Jessica Forsyth:

Term 1: Appointed April 2018 – 2022
Term 2: Reappointed April 2022 – 2026
Term 3: Allowed 2026 – 2030

Candice De:

Term 1: Appointed November 2023 – 2026
Term 2: Allowed 2026 – 2030

Analysis:

The Frisco Home Rule Charter, Section 13-3, establishes the “Planning Zoning Commission” where Town Council establishes processes to appoint and fill any vacancies on the Commission.

Financial Impact:

Frisco Town Code, Chapter 41, states that the compensation of the members of the Planning Commission shall be determined by Council as a part of the annual budget process. Commissioners are currently paid \$100.00 for each Planning Commission meeting they attend.

Alignment with [Strategic Plan](#):

The Planning Commission for the Town of Frisco provides a Quality Core Service, with planning and development related purview for the Town.

Staff Recommendation:

Staff recommends that the Town Council reappoint Andrew Stabile, Lina Lesmes, Jessica Forsyth and Candice De to the Planning Commission for another 4-year term, from 2026-2030.

Reviews and Approvals:

- Katie Kent, Community Development Director
- Diane McBride, Deputy Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Completed Application Forms



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Last Name: Stabile First: Andrew Middle: E

Phone: [REDACTED] Home Address: [REDACTED]
E-Mail Address: [REDACTED]

Education: BS in Architectural Engineering from CU Boulder - 1993
Trade School or Licenses/Certifications: Licensed Architect in Colorado, AIA member

Current Employer: Allen-Guerra Architecture
Address of Employer: [REDACTED]
Position: Project Architect Work Phone: [REDACTED]

How long have you lived in the Town of Frisco?	<u>16 years</u>
Are you a Frisco Business Owner or Manager?	☐ Yes ☒ No
Do you, or the company you work for, do business with the Town?	☐ Yes ☒ No
Have you ever been employed by the Town of Frisco?	☒ Yes ☐ No
If yes, when and in what position: <u>Does Planning Commission count?</u>	
Do you have relatives presently working for the Town of Frisco?	☐ Yes ☒ No
If yes, please list:	
Are you currently serving on another committee or commission for the Town?	☐ Yes ☒ No



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Page Two

Why are you interested in serving on the commission? _____

I've been a Frisco Planning commissioner for 12 years, and I have found it both fulfilling and fascinating.
I don't believe you are truly part of a community until you are giving back to that community.
Being on the Planning Commission is the best way I've found to use my experience as an architect
to give back to the community that I love.

Why do you believe you are qualified for appointment? _____

I have been an architect in Summit County since 1996, and I've worked with every planning and
building department in the County, and many others across the state. Working with these
jurisdictions, along with my experience on the commission has given me a unique ability to
understand the pertinent issues from both sides of the dais.

What training, experience, education, or skills do you have that would enhance your ability to serve on the commission? _____

In addition to my experience as an architect and planning commissioner, I spent much of my youth
working on job sites with my father, a contractor in California and Washington. I sat on the recent
Dark Sky Committee here in Frisco, and have been an avid advocate at local trails and backcountry
open houses, and community events. I'm also a member of the steering committee for the new
backcountry hut being planned for the PRA.

What do you think are the major issues facing the Town of Frisco? _____

Frisco needs to decide how we want to handle the Lake Hill development.
We need to find other creative solutions for our work force housing dilemma.
We need to bring our building and energy codes up to current national standards.
We need to update our Zoning code to work for locals and visitors alike.
We need to find new ways to promote and enhance our unique outdoor recreational opportunities.

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Commission Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: 

Date: 02/26/26

***Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or kimberlyj@townoffrisco.com.***



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Last Name: De First: Candice Middle: C

Phone: [REDACTED] Home Address: [REDACTED]
E-Mail Address: [REDACTED]

Education: Bachelor and Master of Science, Civil Engineering
Trade School or Licenses/Certifications: Professional Engineer, Realtor

Current Employer: Self
Address of Employer: [REDACTED]
Position: Realtor Work Phone: [REDACTED]

How long have you lived in the Town of Frisco?	<u>5 years</u>
Are you a Frisco Business Owner or Manager?	☒ Yes ☐ No
Do you, or the company you work for, do business with the Town?	☒ Yes ☐ No
Have you ever been employed by the Town of Frisco?	☐ Yes ☒ No
If yes, when and in what position: <u>Planning Commission?</u>	
Do you have relatives presently working for the Town of Frisco?	☐ Yes ☒ No
If yes, please list:	
Are you currently serving on another committee or commission for the Town?	☐ Yes ☒ No



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Page Two

Why are you interested in serving on the commission? _____

I have enjoyed the ability to weigh in on projects in Frisco and the planning activities like the comprehensive plan that shape the future of Frisco.

Why do you believe you are qualified for appointment? _____

As an engineer and realtor, I understand development, but I also understand the unique values that kpe Frisco special.

What training, experience, education, or skills do you have that would enhance your ability to serve on the commission? _____

My engineering and real estate background support planning commission.

What do you think are the major issues facing the Town of Frisco? _____

I think that maintaining a sense of community while balancing economic development and growth is a key issue for Town of Frisco.

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Commission Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: Candice De

Date: 3/4/26

***Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or kimberlyj@townoffrisco.com.***



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Last Name: Forsyth First: Jessica Middle: Potter

Phone: [REDACTED] Home Address: [REDACTED]
E-Mail Address: [REDACTED]

Education: Masters Degree in Urban and Regional Planner
Trade School or Licenses/Certifications: _____

Current Employer: Summit County Government
Address of Employer: [REDACTED]
Position: Community Development Director Work Phone: [REDACTED]

How long have you lived in the Town of Frisco?	<u>13 years</u>
Are you a Frisco Business Owner or Manager?	☐ Yes ☒ No
Do you, or the company you work for, do business with the Town?	☐ Yes ☒ No
Have you ever been employed by the Town of Frisco? If yes, when and in what position:	☐ Yes ☒ No
Do you have relatives presently working for the Town of Frisco? If yes, please list:	☐ Yes ☒ No
Are you currently serving on another committee or commission for the Town?	☐ Yes ☒ No



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Page Two

Why are you interested in serving on the commission? _____

I have planning expertise and live in Frisco. It's my way of giving back and staying involved
in the community and our enacting the council's vision of the future.

Selfishly, I really like it, too.

Why do you believe you are qualified for appointment? _____

I have already served one term. I have expertise in planning, development review
and land use codes.

What training, experience, education, or skills do you have that would enhance your ability to serve on the commission? _____

I work professionally in the planning field. I am experienced in development review and code
language. I understand process. I am also quick at discerning the issues.

What do you think are the major issues facing the Town of Frisco? _____

Housing, how to grow thoughtfully, maintaining community and local business amidst all the pressues.
I personally think we are doing a great job as a town!

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Commission Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: Jessica Forsyth

Date: 3-2-26

***Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or kimberlyj@townoffrisco.com.***



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443
1 Main Street, Frisco, CO 80443
970-668-5276

Last Name: Lina First: Lesmes Middle: _____

Phone: [REDACTED] Home Address: [REDACTED]
E-Mail Address: [REDACTED]

Education: M.A. Environmental Policy + B.S. Chemical Engineering
Trade School or Licenses/Certifications: American Institute of Certified Planners (AICP)

Current Employer: Summit County Government

Address of Employer: [REDACTED]

Position: Housing Co-Director Work Phone: [REDACTED]

How long have you lived in the Town of Frisco?	<u>25 Years</u>
Are you a Frisco Business Owner or Manager?	☐ Yes ☒ No
Do you, or the company you work for, do business with the Town?	☒ Yes ☐ No
Have you ever been employed by the Town of Frisco?	☒ Yes ☐ No
If yes, when and in what position: <u>Planner</u>	
Do you have relatives presently working for the Town of Frisco?	☐ Yes ☒ No
If yes, please list:	
Are you currently serving on another committee or commission for the Town?	☐ Yes ☒ No



PLANNING COMMISSION APPLICATION

PO Box 4100 Frisco, CO 80443

1 Main Street, Frisco, CO 80443

970-668-5276

Page Two

Why are you interested in serving on the commission? As a planning professional with 25 years of experience in the field, I like contributing my skills to my town in this manner. I also think we're a good group who work well and have grown together over the years. I think there is more work to be done to facilitate more workforce housing in the Frisco community, to preserve main street as a vibrant thoroughfare, and to maintain our unique and cherished mountain town character, and sense of community.

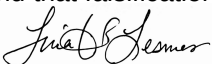
Why do you believe you are qualified for appointment? I believe I am qualified because I have the education and background, I work in the field of planning/housing/local government, I have a passion for our town and community, I care about making our Planning Commission a welcoming and high functioning board, I want to support our staff and the Town Council, and I have the time and energy to fulfill this commitment.

What training, experience, education, or skills do you have that would enhance your ability to serve on the commission? I am a certified AICP planner (since 2009), I have also worked in the field of affordable and workforce housing in Summit County for 20+ years, I have worked in local government since 2000, and have attended hundreds of public board meetings so I understand how to run those meetings effectively. I have lived in this Town a long time, and I bring the expertise and knowledge of a long time local who cares and wants to give back.

What do you think are the major issues facing the Town of Frisco? As always, our affordable workforce housing. This year, we will need to be concerned with the risk of wildfire and the effects of lack of snow on our winter and summer tourism and particularly our marina functions. This town will likely struggle with equity issues, the prevalence of second homes, an aging population, and every semi affordable home being torn down and replaced with a fourplex that is used as an STR. Otherwise, we're doing great! Good job, everyone.

Please read the following, then sign and date.

- I certify that the facts are true and correct contained in this Commission Application.
- I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.
- I understand that falsification, omission or misrepresentation can result in a rejection of this application.

Signature: 

Date: 2/27/26

***Please submit your application to Community Development Department, Town of Frisco,
1 Main Street, Frisco, CO 80443 or kimberlyj@townoffrisco.com.***

April 27, 2026

Via Email Only

Town Council of the Town of Frisco
c/o Thad Renaud, Esq.
[trenaud@mdbrlaw.com]

Dear Town Council,

Thank you for selecting Richards Carrington, LLC (“RC”, “we”, or “us”) to represent the Town of Frisco (referred to herein as “you” and/or the “Client”). The purpose of this letter is to memorialize the scope of the services we are to provide and to make sure the Client understands the basis for determining the fees we charge. The terms set forth herein shall apply to this matter unless RC and the Client agree otherwise, in writing.

1. Scope of Engagement

The scope of the services we have agreed to provide is to represent the Client in the civil action styled as *GRA Construction, LLC v. MW Golden Constructors, et al.*, pending in the Summit County District Court, case number 2026CV30050. The scope of this engagement does not include any appeals or tax advice.

At the commencement and during the course of our representation, RC may express opinions or beliefs concerning this matter, alternative courses of action, or results that might be anticipated. Any such statements are intended to be an expression of opinion based upon available information and should not be regarded as a promise or guarantee.

2. The Client’s Participation

We understand that the Client will be candid and cooperative with us, timely provide us with factual information and documents as we request, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. Because it is important that we be able to contact the Client regarding this representation, the Client will promptly inform us of any changes in contact information, including relevant mail and email addresses and telephone numbers. Whenever we need the Client’s instructions or authorization in order to proceed with legal work on its behalf, we will contact the Client at the latest address, email address and/or telephone number we have received from the Client.

3. Fees/Costs

a. Legal Fees

Partners will charge \$525 per hour; Of Counsel attorneys will charge \$435 per hour; associate attorneys will charge \$395 per hour; paralegals will charge \$215 per hour, and legal assistants will charge \$95 (\$105) per hour. All professionals assigned to this matter will bill their time in one-tenth increments. I will be the partner in charge of this matter, and I will make staffing decisions with the objective of rendering services on the most efficient and cost-effective basis. RC will charge hourly for out-of-state travel time, but such travel time shall be billed at 65% of the traveling professional's (attorney and/or paralegal) hourly billing rate, provided no other work at the regular rate is being conducted simultaneously for Client or any other client. RC's rates increase each calendar year, effective January 1st, without notice to the Client. Those increases are typically included in the first billing statement of each year and, absent an agreement to the contrary, will not exceed five percent (5%) each year.

The total price for these legal services to be provided under this agreement cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and (where applicable) other staff and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff are set forth above. The time spent and expenses incurred will be set forth on invoices that will be sent to you. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease month-to-month depending on the needs and progress of your matter.

b. Billing and Payment Timeline

RC's invoices will be submitted to the Client for payment, and it is our understanding that the Client will be responsible for each payment as it comes due. Our statements are customarily issued on a monthly basis, and payment in full is due upon receipt unless other arrangements are made. Interest will be charged at one percent simple interest (1%) per month on all balances outstanding for more than 30 days.

Please promptly raise any billing concerns. Should the Client fail to pay these fees/costs as agreed, the Client hereby acknowledges and agrees that RC may withdraw from the representation and, additionally, the Client will be liable for any fees/costs incurred by RC to enforce this agreement and/or collect the outstanding amount owed from the Client.



c. Expenses/Costs

RC may, from time to time, require the assistance of third party vendors or otherwise incur third party charges on behalf of the client, including without limitation court reporters, expert witnesses, document hosting/database services, trial graphics, legal research costs, and filing fees. RC does not bill for phone or copy services.

For Client's convenience, RC may, at its sole discretion, advance payment for such third party services less than \$5,000 and add such amounts to the Client's monthly invoice, but reserves the right to require the Client to direct-pay any such third party. Should the Client fail to timely pay an RC invoice, or fail to timely pay any direct-pay invoice, RC will forego advancing expenses and require, instead, that the Client pay third party expenses directly pursuant to such third party vendor's invoice and the terms set forth therein. A failure to timely pay any such invoices will be deemed a material breach of this agreement. RC will endeavor to obtain prior consent for all third party services above \$5,000 from the client unless RC reasonably believes that, to protect the Client's interests, it must engage such third party in an expedited fashion without sufficient time to confer with the Client in advance. A failure to secure such consent shall not, standing alone, release the Client from its obligation to pay such expense.

4. Retainer

RC is not requesting a retainer at this time but reserves the right to do so.

5. Conflicts

To avoid conflicts of interest, we maintain a record of past and present clients to determine whether a conflict of interest would be created by any new representation. The Client should tell us now, and in the future, whether it anticipates that any other individuals or business entities (beyond those that we have discussed) will be involved in the scope of this engagement.

Unless RC agrees to the contrary, RC's representation is only of the Client named herein and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, manager, member, shareholder, partner, joint venture, or other affiliate (collectively "Client Affiliates"). Please provide us in writing with the names of any Client Affiliates that are so closely related to the Client that we could not represent a party in a matter adverse to them without the Client's consent.

RC often represents lawyers or law firms, or RC may be represented by another lawyer or law firm in an unrelated matter. We do not believe such relationships create any conflicts but please ask us if you have any concerns about whether such a relationship exists between RC and any attorney or law firm that represents any party who is adverse to the Client. Otherwise, it is agreed that we may represent, or be represented by, lawyers or law firms that also represent persons or entities adverse to the Client.

In some circumstances, the Client may be represented by more than one law firm for a particular matter. With respect to all services performed on the Client's behalf and all legal representation by RC, RC shall have no duty to supervise or control any other law firms or lawyers.

6. Termination of Attorney-Client Relationship

The Client may terminate RC's representation at any time, and for any reason, by giving written notice. Likewise, RC may withdraw from this matter at any time, so long as such withdrawal is consistent with the Colorado Rules of Professional Conduct ("RPC") governing attorney conduct. RC may also terminate performance under this agreement if the Client fails to make any payment called for by this agreement or otherwise fails to meet its obligations under this agreement. Upon termination by either party, the Client agrees to immediately pay any unpaid balance due for legal services or costs and/or agrees that we may use any funds held in trust on the Client's behalf to pay unpaid invoices. If either party terminates this engagement, RC will make reasonable efforts to provide the Client's file to another lawyer consistent with the Client's written instructions. Following the conclusion of the matter described above, RC will retain the Client's file for a period of ten years pursuant to RPC 1.16A unless (i) the Client requests the file, (ii) the Client authorizes in writing that the file may be destroyed, or (iii) RC provides notice to the Client that the file will be destroyed within 30 days of the notice. RC may retain such file in electronic format only. Finally, note that without further action from RC, our representation of the Client will end 30 days after we issue our final invoice for fees and costs incurred on the matter set forth herein.

7. Arbitration Agreement

By entering into this agreement, the Client agrees that any dispute related to this engagement—including any claim for professional negligence—shall be submitted to voluntary mediation at the Judicial Arbiter Group in Denver, Colorado within 30 days of written notice of the dispute. If mediation does not resolve the dispute, the Client also agrees that the dispute shall proceed with another 30 days of written notice to binding arbitration at the Judicial Arbiter Group. In that event, the Federal Rules of Civil Procedure and Federal Rules of Evidence shall apply to the discovery and hearing of the dispute. No arbitration hearing on the merits of any dispute shall last more than one day, and the arbitrator in that proceeding shall award attorneys' fees and costs to the prevailing party. **PLEASE NOTE: By agreeing to arbitrate any disputes with RC, you are waiving your right to file a lawsuit to resolve such disputes and certain rights you otherwise may have at law (including by way of illustration, any right to a jury trial, to more extensive discovery, to exemplary damages, and broader appellate rights).**

8. Confidentiality

We are required by federal law to inform the Client of our policies regarding privacy of client information. In the course of advising the Client, we may collect nonpublic personal information from the Client. You should know that all nonpublic personal information that we receive is held in confidence and is not released to people outside the firm except as necessary to carry out our representation, as

otherwise agreed to by the Client, or as required under an applicable law. Although federal law requires us to inform the Client of our policy, it does not limit the attorney-client privilege or the confidentiality rules which are governed by state law and the Rules of Professional Conduct. To guard the Client's nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with Colorado's professional standards.

9. Duty to Preserve Evidence & Electronically Stored Information

The law imposes upon any party a duty to preserve evidence as soon as that party is reasonably aware of the potential for litigation, including without limitation all files, records, and electronically stored information (such as emails, texts, etc.). **Failure to preserve evidence can lead to the imposition of severe sanctions by the Court, some of which can be so drastic that they jeopardize the ability to prevail in the litigation.**

You must preserve all evidence. To be clear, no potentially discoverable data should be deleted or modified from any computer, cell phone, or other technological device, even if it would otherwise be your normal practice to discard it. **Relatedly, your routine document retention/destruction policies, if any, should be immediately suspended. These policies would include auto-delay functionality, such as auto-deleting text messages after a certain period of time.** This requirement extends to voicemail messages and files, backup voicemail files, text messages and files, back up text message files, e-mail messages and files, backup e-mail files, deleted or destroyed e-mails, data files, program files, temporary files, system history files, web site information stored in textual, graphic, or audio format, web site log files, active data, embedded data, metadata, replicant data, residual data, legacy data, bookmarks, cookies, cache files, and deleted data. This requirement extends to any and all of your agents, consultants, and representatives. Please let us know if you have any questions or concerns about this requirement.

*I HEREBY AGREE AND ACKNOWLEDGE THE TERMS SET OUT IN SECTION 9 OF THIS AGREEMENT: _____ **Client Initials**

10. Email Communications with Your Attorneys

At times, RC communicates via email. Due to its inherent nature, email may be vulnerable to interception by unauthorized parties during transmission. RC cannot guarantee the confidentiality of any information sent by email or that it will be considered attorney-client privileged. If the Client does not wish us to communicate with the Client by email, please notify us at your earliest convenience. In the absence of such notification the Client's consent will be assumed, and RC will not take any additional security measures, including but not limited to encryption. Although RC uses virus protection software that we believe to be reliable, RC cannot warrant that any emails or attachments are free from any virus. RC recommends that the Client and any other recipient independently take steps to ensure any such emails or attachments are virus-free.



You are further advised that RC's communications with the Client are privileged and confidential, but that privilege can be waived if those communications are shared or otherwise disseminated to third parties. It is the Client's obligation to protect the attorney-client privilege, and part of this responsibility includes refraining from forwarding to any third party any email communications RC may send to the Client.

11. Audits

We are sometimes asked by our clients to provide information to auditors or other financial professional for the purposes of preparing financial statements. Should the Client make such an audit request, we may bill the Client for our services in responding to the audit. Should the Client make an audit request at a time when the Client is no longer a client of RC, the Client understands that our responding to the request is an accommodation we provide for former clients and does not form a new attorney-client relationship.

- - - - -

We look forward to working with you on this matter. Although the firm cannot guarantee any certain result, we will do our best to provide you with legal services of the highest quality. If you have any questions concerning the matters set forth in this letter, please do not hesitate to call me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Hudgens", written over a light blue horizontal line.

Benjamin W. Hudgens
for
RICHARDS CARRINGTON, LLC

~ Signature Page to Follow ~



ACCEPTED AND AGREED TO:

Town of Frisco

Signature: _____

By: _____

Title: _____

Date: _____



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: THAD RENAULD, TOWN ATTORNEY
JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
RE: LICENSE FOR USE OF PUBLIC RIGHT OF WAY AT 101 WEST MAIN
STREET – CONSIDERATION AND POSSIBLE APPROVAL
DATE: MAY 12, 2026

Summary & Background:

Town staff are bringing forth a License for Use of Public Right of Way at 101 West Main Street, between the Town of Frisco and NHPF West Main LLC/ West Main Apartments LLLP, for the affordable housing project located at 101 West Main Street for Town Council consideration.

The Town of Frisco has been working with the NHP Foundation (NHPF) since early 2023 when staff from NHPF approached Town staff and Council on affordable housing opportunities in Frisco. The mission of NHPF is to “preserve and create sustainable, service-enriched multifamily housing that is affordable to low- and moderate-income families and seniors, and beneficial to their communities.” This mission aligns with the Council’s strategic plan to support a thriving economy by increasing workforce housing and enhancing community inclusivity by offering a variety of housing types to support year-round residents.

The Town is currently working with NHPF on two affordable housing projects, located at 101 W Main and 602 Galena. Recognizing the strong need for all housing types and rental rates within Frisco, the Town has focused on ensuring that the two projects provide a range of affordable housing options to the community.

The 101 W Main project is projected to move forward in 2026 with 52 rental units at an income range of 30%, 50%, & 80% of the Summit County Area Median Income.

Analysis:

This Revocable License Agreement between the Town of Frisco and NHPF West Main, LLC / West Main Apartments LLLP (“Licensee”) allows the Licensee to temporarily use a portion of Town-owned right-of-way to relocate portable AT&T cellular facilities during demolition of the existing building at 101 West Main Street and construction of a new affordable housing project. The agreement outlines the Licensee’s responsibilities,

including providing site plans, installing and maintaining the temporary cell facilities, assuming all costs, obtaining permits, ensuring safety, and repairing any damage. The Licensee also assumes full risk for any harm or interference to the facilities while situated on Town property.

The license remains in effect only until the cell facilities are removed or a certificate of occupancy is issued for the new project, and it may be revoked by the Town upon breach of its terms. Upon termination or revocation, the Licensee must remove all facilities and restore the property. The document includes provisions for indemnification, required insurance coverage, notice procedures, limitations on assignment, and affirmation that the Town retains governmental immunities.

Financial Impact:

The document is drafted to ensure the Town incurs no direct financial impact and is financially protected through indemnification, insurance, and cost-recovery provisions.

Alignment with Strategic Plan:

The Plan touches on the following Strategic Objectives in the 2024-2028 Strategic Plan:

- Enhance Community Inclusivity
- Support a Thriving Economy

Staff Recommendation:

Staff requests the Town Council review the proposed License Agreement for the right of way adjacent to 101 W. Main, to be used by NHPF & AT&T.

Reviews and Approvals:

- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Town of Frisco License for Right of Way

LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY

101 West Main

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY OR PUBLIC PLACE (“License”) is granted this ____ day of _____, 2026 (the “Effective Date”), by the Town of Frisco, a home rule municipal corporation (“Town”), whose address is P.O. Box 4100, Frisco, Colorado 80443, to NHPF West Main, LLC, a Colorado limited liability company, and West Main Apartments LLLP, a Colorado limited liability limited partnership (collectively, “Licensee”), whose address is _____.

RECITALS

- A. The Town owns the public right-of-way or public place (the “Town Property”) that is described in Exhibit A hereto, which exhibit is incorporated herein.
- B. Licensee owns or controls the following adjoining or related property (the “Licensee Property”): 101 West Main Street, Frisco, Colorado.
- C. Licensee intends to demolish the current improvements located on the Licensee Property, including the current building, and develop a multifamily affordable housing project in its place (“Licensee’s Project”). Telecommunication facilities, antennae and other equipment (“Cell Facilities”) owned by New Cingular Wireless PCS, LLC, a Delaware limited liability company (“AT&T”), are currently attached to the roof of the existing building located on the Licensee Property and must be temporarily relocated during the demotion of the existing building and the construction of Licensee’s Project.
- D. Licensee, for use by AT&T and in connection with the development of Licensee’s Project, desires to license the Town Property in order to facilitate the temporary relocation of the Cell Facilities.
- D. Pursuant to the Town Charter, the Town Code, and applicable Colorado law, the Town has authority over the use of municipally owned streets, rights-of-way, and other public places.
- E. The Town is willing to grant this license to Licensee, subject to the terms, conditions, limitations, and reservations set forth below.

LICENSE

1. Grant of License.

The Town hereby grants to Licensee the exclusive authorization to use the Town Property, subject to all conditions of this License.

As conditions of this License, Licensee shall, at its sole cost and expense:

- (a) provide a survey, exhibit, plan set, or other depiction of the Town Property and the Cell Facilities to be located thereon;
- (b) install and maintain the Cell Facilities only within the Town Property;
- (c) maintain or provide for the maintenance the Cell Facilities in a safe, clean, and attractive condition;

(d) provide all routine maintenance, snow removal, repair, replacement, and upkeep necessary for Licensee's use of the Town Property; and

(e) comply with all obligations of indemnification, repair, permitting, removal, and restoration set forth in this License.

The rights granted under this License are expressly subordinate to the Town's continuing rights.

2. Design, Installation, Excavation, Use, and Maintenance.

(a) The Town shall not be responsible for the costs of design, installation, construction, use, operation, maintenance, repair, replacement, and removal of the Cell Facilities or for any damage that may be caused to the Cell Facilities by vehicular collision or any other casualty.

(b) Licensee may utilize utilities in order to power the Cell Facilities while located in the Town Property.

(c) Licensee assumes full responsibility for any damage to public facilities, utilities, adjacent property, or Town infrastructure caused by or related to the Licensee's activities.

(d) Licensee shall not install, replace, alter, expand, or materially modify the Town Property without first obtaining all Town approvals, permits, licenses, fee payments, and bonds required by the Town Code or other applicable law.

(e) All excavation and construction shall be performed in accordance with Town requirements and all applicable laws, standards, and permits. Licensee shall be responsible for utility locates and for protecting all existing facilities.

(f) Prior to construction, the Town Manager or designee may require review and approval of plans, specifications, insurance documents, schedules, and traffic or safety controls.

(g) Licensee acknowledges that it uses the Town Property at its own risk and is solely responsible for damage to the Town Property and the Cell Facilities caused by public use, Town operations, snow removal, utilities, maintenance, emergencies, or other lawful activities within the Town Property.

3. Repair of Damage.

Licensee shall promptly repair any damage to the Town Property or other public or private improvements caused by Licensee, its contractors, subcontractors, invitees, tenants, customers, or agents or assignees in and to this License. If such damage poses a threat to health, safety, or welfare, the Town may cause repairs to be made immediately at Licensee's expense.

4. Term.

This License shall commence on the Effective Date and shall remain in effect until the removal of the Cell Facilities by Licensee, but in no event later than the date that a certificate of occupancy is issued for Licensee's Project. Licensee may request termination of this License only after complete removal of the Cell Facilities, unless otherwise approved in writing by the Town, and restoration of the Town Property to a condition acceptable to the Town.

5. Revocation.

The Town may revoke this License upon written notice to Licensee, including upon the occurrence of any one or more of the following:

(a) breach of this License by Licensee, including failure to maintain, repair, insure, or comply with Town requirements, that is not cured within the time stated in the Town's notice.

Upon revocation, this License shall terminate and be of no further force or effect, and Licensee shall comply with all removal and restoration requirements stated herein.

6. Removal and Restoration.

Upon revocation or termination of this License, or upon the Town's written demand, Licensee shall, at its sole cost and expense and within the time required by the Town, remove the Cell Facilities and restore the Town Property to substantially the same or other Town-approved condition. If Licensee fails to do so, the Town may perform or contract for such work and Licensee shall reimburse the Town for all associated costs, including administrative, engineering, legal, and contractor costs.

7. Notice.

Every notice required or permitted under this License shall be in writing and shall be deemed given when personally delivered, delivered by recognized overnight carrier, or sent by certified mail, return receipt requested, to the addresses below, or to such other address as either party may designate in writing.

Town: Town of Frisco, P.O. Box 4100, Frisco, Colorado 80443, Attn: Town Manager

Licensee: c/o The NHP Foundation, 1401 NW, Suite 1000, Washington, DC 20005, Attn: John Welsh, Senior Vice President

8. Indemnification and Release.

To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Town and its elected officials, officers, employees, agents, insurers, and representatives from and against any and all claims, demands, suits, damages, liabilities, losses, judgments, liens, penalties, fines, costs, and expenses, including reasonable attorney fees, arising out of or related to the design, installation, construction, placement, use, occupancy, maintenance, repair, removal, or existence of the Cell Facilities, except to the extent caused by the sole negligence or willful misconduct of the Town.

9. Insurance.

Licensee agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this License or arising as a result of this License. Such insurance shall be in addition to any other insurance requirements imposed by law.

(a) 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 (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name the Town, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Every policy required under this Section 9 shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(c) Prior to commencement of this License, Licensee shall provide the Town with a certificate of insurance completed by Licensee'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 License 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 the Town. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Finance Director

(d) Licensee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this License by reason of Licensee'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 Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this License, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Licensee to the Town upon demand.

(e) The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

 Optional: insert specific coverage requirements or attach as Exhibit B.]

10. Assignment. Licensee may assign its rights and obligations under this License to AT&T, provided that (i) any such assignment shall be in a writing in which AT&T agrees to the assignment of all of the rights and obligations of this License, and (ii) that on and after the assignment, Licensee remains obligated to the Town, jointly and severally with AT&T, to perform the obligations of Licensee hereunder.

11. Miscellaneous.

(a) No Property Right. This License is a permissive, revocable license only and does not convey any easement, leasehold, ownership interest, or vested property right; provided, however, this License shall remain irrevocable until the Cell Facilities are removed from Town Property and placed within the Licensee Property or until the Town issues a certificate of occupancy for the Licensee's Project, which ever first occurs.

(b) Binding Effect. This License shall bind Licensee and its successors and assigns with respect to the Licensee Property.

(c) No Assignment Without Consent. Except as set forth in Section 10 above, Licensee shall not assign this License without prior written consent of the Town.

(d) No Third-Party Beneficiaries. Except with respect to any permitted assignee, there are no third-party beneficiaries to this agreement it being the intent of the Town and Licensee that they be and remain the sole beneficiaries to this License.

(e) Governing Law and Venue. This License shall be governed by Colorado law, and venue for any action shall lie in the appropriate court for Summit County, Colorado.

(f) Governmental Immunity. Nothing in this License waives or is intended to waive any limitation, immunity, or protection available to the Town under the Colorado Governmental Immunity Act or other law.

(g) Entire Agreement; Amendment. This License constitutes the entire agreement between the parties regarding the subject matter and may be amended only in a written instrument approved by the Town.

(h) Recordation. The Town may require this License, or a memorandum of this License, to be recorded in the real property records of Summit County.

(i) Non-Appropriation. Nothing in this License shall be construed as creating a multiple-fiscal-year obligation of the Town.

EXHIBITS

Exhibit A – Legal Description of Town Property



TOWN:

TOWN OF FRISCO, a Colorado home rule municipal corporation

By: _____

Name: Frederick J. Ihnken

Title: Mayor

ATTEST:

Stacey Campbell, Town Clerk

LICENSEE:

NHPF WEST MAIN, LLC, a Colorado limited liability company

By: The NHP Foundation, a District of Columbia nonprofit corporation, its Managing Member

By: _____

Name: John Welsh

Title: Senior Vice President

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by John Welsh, as Senior Vice President of The NHP Foundation, a District of Columbia nonprofit corporation, as Managing Member of NHPF West Main, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

LICENSEE:

WEST MAIN APARTMENTS LLLP, a Colorado limited liability limited partnership

By: West Main Apartments GP, LLC, a Colorado limited liability company,
its General Partner

By: The NHP Foundation, a District of Columbia nonprofit corporation,
its Managing Member

By: _____

Name: John Welsh

Title: Senior Vice President

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by John Welsh, as Senior Vice President of The NHP Foundation, a District of Columbia nonprofit corporation, as Managing Member of West Main Apartments GP, LLC, a Colorado limited liability company, as General Partner of West Main Apartments LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: NICO CRUZ, SUSTAINABILITY COORDINATOR
RE: ORDINANCE 26-15, AN ORDINANCE AMENDING CHAPTER 124 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING PUBLIC HEALTH AND SAFETY, BY AMENDING ARTICLE III, WASTE REDUCTION AND RECYCLING, TO ENSURE CONSISTENCY WITH THE SUMMIT COUNTY RECYCLING SYSTEM BY ALLOWING GLASS TO BE INCLUDED IN SINGLE-STREAM RECYCLING AND REMOVING REQUIREMENTS FOR SEPARATE GLASS COLLECTION
DATE: MAY 12, 2026

Summary & Background:

Before the Town Council on May 12th is a 1st reading of an Ordinance to bring the Town Code into alignment with recent procedural changes regarding allowing glass in single stream recycling. Summit County Resource Allocation Park (SCRAP), in coordination with local licensed haulers, will begin accepting glass in the single-stream recycling system. The transition will be implemented in phases, with SCRAP removing glass as a contaminant effective March 30, 2026, and full program rollout targeted for May 1, 2026.

All licensed haulers operating in Summit County have confirmed that inclusion of glass in single-stream recycling is operationally feasible and will not result in increased costs or service disruptions. Residents may begin placing glass in single-stream recycling as early as March 30, 2026, if they become aware of the change prior to the formal rollout date.

Glass collection drop-off sites will remain in operation throughout the County, and glass will continue to be accepted at those sites without the need for color separation. HC3 will lead public education and outreach efforts, through updated bin labels and signage which will be fully deployed by May 1, 2026.

The Town of Frisco's current Waste Reduction and Recycling code (Chapter 124, Article III) requires glass to be collected separately from other recyclables and prohibits glass from being included in single-stream recycling. These provisions are no longer consistent with Summit County's recycling system.

Ordinance 26-15 updates the Town Code to remove mandatory source-separation requirements for glass and instead reference materials “accepted in the Summit County recycling system,” ensuring long-term alignment with County operations.

Analysis:

The proposed amendments are primarily technical but necessary to ensure consistency, enforceability, and ease of administration. The amendments remove or modify specific code provisions that require glass to be collected as a separate material stream.

The Town Code designates glass as a separate material stream across multiple sections throughout Chapter 124, Article III, including definitions, hauler requirements, commercial bin standards, hotel and lodging requirements, and reporting categories. If the current code language is not modified, it will directly conflict with County operations that began March 30, 2026.

The proposed approach replaces prescriptive language requiring separate glass handling with flexible references to materials accepted in the Summit County recycling system. This ensures that future operational changes at the County level will not require additional Town code amendments.

Operationally, the transition is low risk. Haulers have confirmed readiness, and SCRAP has already adjusted its contamination standards. Continued availability of drop-off glass collection sites provides redundancy and flexibility for residents and businesses.

Short-term inconsistency in labeling and signage is expected. However, HC3 is coordinating messaging, and the code amendments will support clear, consistent education by aligning regulatory language with actual system operations.

Financial Impact:

There is no anticipated direct financial impact to the Town. SCRAP and licensed haulers have confirmed that inclusion of glass in single-stream recycling will not increase operational costs.

Alignment with Strategic Plan:

This action aligns with the Town’s Strategic Plan goals related to environmental sustainability, waste reduction, and regional collaboration. It supports efficient service delivery by aligning Town regulations with Summit County infrastructure and operations.

Sustainability:

The amendment supports increased landfill diversion and simplifies recycling participation. Allowing glass in single-stream recycling reduces barriers to participation, minimizes contamination confusion, and aligns with regional waste reduction efforts. Maintaining glass drop-off locations also preserves higher-quality recycling pathways where desired.

Staff Recommendation:

Staff recommends that the Town Council approve Ordinance 26-15 on First Reading. Second reading is scheduled for May 26, 2026.

Reviews and Approvals:

James Gorham, Economic Development Manager
Katie Kent, Community Development Director
Diane McBride, Deputy Town Manager Tom Fisher, Town Manager
Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Ordinance 26-15

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 26 – 15**

AN ORDINANCE AMENDING CHAPTER 124 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING PUBLIC HEALTH AND SAFETY, BY AMENDING ARTICLE III, CONCERNING WASTE REDUCTION AND RECYCLING, TO ENSURE CONSISTENCY WITH THE SUMMIT COUNTY RECYCLING SYSTEM BY ALLOWING GLASS TO BE INCLUDED IN SINGLE-STREAM RECYCLING AND REMOVING REQUIREMENTS FOR SEPARATE GLASS COLLECTION.

WHEREAS, the Town of Frisco is a home rule municipality organized under Article XX of the Colorado Constitution; and

WHEREAS, the Town is authorized to adopt ordinances to protect the public health, safety, and welfare; and

WHEREAS, Summit County and the Towns of Breckenridge, Dillon, and Frisco operate under a coordinated solid waste management system centered on the Summit County Resource Allocation Park; and

WHEREAS, Summit County has established waste diversion and sustainability goals, including increasing recycling participation and reducing landfill disposal; and

WHEREAS, the Summit County Resource Allocation Park, in coordination with licensed haulers, is implementing changes to allow glass to be included in the single-stream recycling system; and

WHEREAS, the Town's current code requires glass to be collected separately, which is inconsistent with current and planned County operations; and

WHEREAS, aligning the Town's code with Summit County's recycling system will improve administrative efficiency, reduce confusion for residents and businesses, and support increased diversion of recoverable materials from the waste stream; and

WHEREAS, the purpose of these amendments is to remove outdated requirements for the separate collection of glass and to provide flexibility by referencing materials accepted in the Summit County recycling system; and

WHEREAS, pursuant to its home rule authority and applicable Colorado law, the Town of Frisco has the authority to regulate solid waste collection and recycling within its jurisdiction.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THAT:

Section 1. That Section 124-24 of the Code of Ordinances of the Town of Frisco ("Town Code"), concerning definitions, is hereby amended to add, remove or amend defined terms to read as follows:

Glass means ~~those glass materials established as acceptable Recyclables by the County Manager but that shall only be accepted as a discrete materials stream collected in a separate Container and not mixed with other Recyclables~~ **glass containers, including bottles and jars, that are accepted for recycling in the Summit County recycling system.**

~~Recyclable means Solid Waste from any residential, commercial or other source that is collected separately from Trash for the purpose of such material being re-processed into new or different products or packaging materials. Recyclables shall include those materials designated by the County Manager including:~~

- ~~1. Commingled materials that Licensed Haulers shall collect from any customer at the customer's location—commingled materials may be collected in single or multiple streams but do not include Glass or other separated materials.~~
- ~~2. Glass and other separated materials accepted for collection as a discrete materials stream in a separate Container from other Recyclables.~~

Recyclable means materials accepted for recycling in the Summit County recycling system, including commingled or single-stream recyclables and any separately collected recyclable materials as applicable.

Summit County recycling system means the Summit County Resource Allocation Park and any facilities that are related or ancillary thereto.

Section 2. That Subsections 124-26(B)(1)(a) and (b) of the Town Code, concerning hauler licensing and reporting requirements, are hereby amended to read as follows:

- a. ~~Residential Trash, Recyclables without Glass, Glass (if any), Organics (if any) and other Recoverable Materials;~~ **Residential Trash, Recyclables, Organics (if any), and other Recoverable Materials;**
- b. ~~Commercial Trash, Recyclables without Glass, Glass (if any), Organics (if any) and other Recoverable Materials;~~ **Commercial Trash, Recyclables, Organics (if any), and other Recoverable Materials;**

Section 124-26(B)(2)(a) and Section 124-26(B)(2)(b). Hauler licensing and reporting requirements, of the Frisco Town Code is hereby amended to read as follows:

- a. ~~All Residential Customers including regular customers, Valet Collection and On-Call Trash Customers with Trash, Recyclables without Glass,~~

~~Glass (if any) and Organic (if any) accounts;~~ **All Residential Customers with Trash, Recyclables, and Organics (if any) accounts;**

- b. ~~All Commercial Customers with Trash, Recyclables without glass, Glass (if any) and Organic (if any) accounts;~~ **All Commercial Customers with Trash, Recyclables, and Organics (if any) accounts.**

Section 3. That Subsection 124-27(A)(2) of the Town Code, concerning hauler service requirements, is hereby amended to read as follows:

~~2. Residential Customer collections may include separate Glass collection at the Licensed Hauler's discretion;~~ **Recycling service shall include materials accepted in the Summit County recycling system.**

Section 4. That Subsection 124-27(C) of the Town Code, concerning hauler service requirements, is hereby amended to read as follows:

C. Commercial Collection Service. Licensed Haulers shall provide Commercial Customers, On-Call Collection Customers with Trash collection more than once in any calendar month, and Valet Collection Customers with Trash collection less frequent than every other week with a Recyclables Container or Containers such that Containers are not overloaded, and materials are not accumulated outside of Containers. The Recyclables Container volume capacity provided shall be at least one-half of the Trash Container volume capacity based on the size of all Trash Containers and collection frequency in place on the effective date of these Regulations.

Recyclables Container capacity examples:

1. Valet Collection Customer - if customer has 96-gallon Trash Container collected monthly, the Licensed Hauler shall provide at least the equivalent of a 96-gallon Recyclables Container collected every-other-month.
2. Commercial Customer example - if entity has a six-cubic yard Trash Container collected twice/week, the Licensed Hauler shall provide at least the equivalent of a six-cubic yard Recyclables Container collected once/week.

Commercial Trash compactor example - the Recyclables Container capacity shall be at a minimum equal to the volume of the Trash compactor charge box or eight cubic yards collected at the same equivalency of the trash compactor, whichever is smaller.

1. Rates assessed by Licensed Haulers for Trash and Recyclables collection for On-Call and Valet Collection Customers and Commercial Customers may be itemized separately on customer bills but shall not be reduced to exclude the cost of recycling service regardless of customer request or declination of service - each customer bill shall include a statement identifying the requirement for Recyclables collection as a matter of law.

~~2. Glass Collection Service—Licensed Haulers shall provide and service a Container for Glass and keep Glass materials separate from other Recyclables upon the request of any Commercial Customer.~~

~~3.~~ **2. Equal Collection Priority** - Licensed Haulers shall give the hauling of Recyclables and Organics (if any) to all customers the same priority as is given to the hauling of Trash.

Section 5. That Subsections 124-28(B)(1) and (2) of the Town Code, concerning residential customer and commercial customer requirements, is hereby amended to read as follows:

- 1. Residential Customers located adjacent to one another may share Trash, Recyclables or Glass (if any) and Recyclables collection service; and**
- 2. Commercial Customers located adjacent to one another or sharing a Solid Waste enclosure may share Trash, Recyclables or Glass (if required) and Recyclables collection service; and**

Section 6. That Subsection 124-28(D) of the Town Code, concerning residential customer and commercial customer requirements, is hereby amended to read as follows:

D. Commercial Customer Bin Requirements. Commercial Customers shall provide Bins in accordance with the following requirements for the collection of Recyclables to employees, occupants, tenants, customers and the general public wherever Trash Bins are located in Common Areas:

1. Bins for the collection of commingled Recyclables shall be located proximal to Trash Bins; **and**
- ~~2. Bins for the collection of Glass are optional except for Commercial Customers with a current liquor license issued by the Town of Frisco in which case a Glass Bin shall be provided proximal to every Trash and commingled Recyclables Bin—glass shall be kept separate from other Recyclables; and~~
- ~~3.~~**2.** Commingled Recyclables ~~and Glass Bins~~ shall be sized and serviced with a frequency that prevents Recyclables ~~and Glass~~ from being mixed with Trash; and
- ~~4.~~**3.** Each Bin shall include a label identifying acceptable and unacceptable materials provided by Summit County and affixed by the Commercial Customer.

Section 7. That Subsections 124-28(E) and (F) of the Town Code, concerning residential customer and commercial customer requirements, e are hereby amended to read as follows:

- E. Hotel and Motel Bin Requirements. Hotels and Motels shall provide Bins for the collection of commingled Recyclables ~~without glass~~ in each individual unit made available for overnight lodging.
- F. Commercial Customer General Requirements. Commercial Customers shall ensure that their Trash Containers do not contain Recyclable ~~or glass~~ materials ~~Without limitation of this requirement, Commercial Customers shall ensure that:~~ **accepted in the Summit County recycling system. Without limitation of this requirement, Commercial Customers shall ensure that:**
 - 1. Housekeeping and janitorial contracts established by Commercial Customers shall specify the requirement for preventing Recyclables ~~and glass~~ from being mixed with Trash;
 - 2. Commercial Customers shall provide employee, occupant, tenant, housekeeping and janitorial training with materials provided by Summit County at a frequency needed to effectively prevent Recyclables ~~and glass~~ from being mixed with Trash but no less than annually; training shall also be provided within 30 days of occupancy or start date for any new employee, occupant, tenant, housekeeping or janitorial staff; and
 - 3. Commercial Customers shall maintain written records of Solid Waste collection services and training activities.

Section 8. That Subsection 124-28(G)(2)(c) of the Town Code, concerning residential customer and commercial customer requirements, is hereby deleted.

G. Customer Recycling Variances and Waivers. A variance or waiver from the recycling requirements of this Article may be granted upon receipt of completed request form and supporting documentation from a Residential or Commercial Customer or Licensed Hauler and approval by the Town Manager. Variances may be approved to temporarily modify the recycling requirements of this Article and waivers may be approved to temporarily exempt compliance. Variances and waivers will be issued for a maximum period of two years, at which time full compliance shall be required unless a new variance or waiver is requested and approved, the period of which shall not exceed an additional six months. The Town Manager may issue variances or waivers:

- 1. To an individual Residential Customer or the household that is provided with collection service based on economic hardship when the individual or household currently receives or is eligible to receive benefits from the Colorado Supplemental Nutritional Assistance Program administered by the Colorado Department of Human Services, as such program may be amended from time to time.
- 2. To Commercial Customers, including Multi-Family Properties:
 - a. Whose premises have extreme space constraints; and

b. Whose available Recyclable Container space is not safely serviceable, meaning that it is significantly less safe to service than the customer's Trash Container; ~~or~~

~~c. Who would violate another Town of Frisco code or regulation, or state or federal regulation, if required to separate Recyclables or Glass for collection.~~

Section 9. That Subsection 124-28(G)(3) of the Town Code, concerning residential customer and commercial customer requirements, is hereby amended to read as follows:

3. To Commercial Customers, including Multifamily Properties, for Common Area recycling where reasonable quantities of Recyclables ~~or glass is~~ **are** not generated, meaning that less than one Large Recyclables Container is collected once per week; and

Section 10. Repeal. All bylaws, orders, resolutions and ordinances of the Town, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed to revive any other such bylaw, order, resolution or ordinance of the Town, or part thereof, heretofore repealed.

Section 11. Effective Date. In accordance with Section 3-8 of the Town Charter, this ordinance will take effect five days after final publication.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED THE 12th DAY OF MAY, 2026.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE
ORDERED THIS 26th DAY OF MAY, 2026.

TOWN OF FRISCO,
COLORADO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk



STAFF REPORT

TO: MAYOR & TOWN COUNCIL

FROM: KATIE KENT, COMMUNITY DEVELOPMENT DIRECTOR

CC: JOHN SCHUMACHER, COMPREHENSIVE BUILDING CODE SERVICES (CBCS)

RE: First Reading Ordinance 26-09: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, BY REPEALING AND REENACTING CHAPTER 65, CONCERNING BUILDING CONSTRUCTION AND HOUSING STANDARDS, TO ADOPT BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE, 2024 EDITION, THE INTERNATIONAL RESIDENTIAL CODE, 2024 EDITION, THE INTERNATIONAL FIRE CODE, 2024 EDITION, THE NATIONAL ELECTRICAL CODE, 2026 EDITION, THE INTERNATIONAL MECHANICAL CODE, 2024 EDITION, THE INTERNATIONAL PLUMBING CODE, 2024 EDITION, THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION, THE INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION, THE INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 EDITION, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION, THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE, THE COLORADO WILDFIRE RESILIENCY CODE

DATE: MAY 12, 2026

Summary & Background:

Before the Town Council on May 12, 2026, is the first reading of Ordinance 26-09 for the 2024 International Codes and associated amendments. The Town Council held discussions regarding this topic at public meetings on:

- March 10, 2026 [Meeting Materials](#)
- February 10, 2026 [Meeting Materials](#)

- January 27, 2026 [Meeting Materials](#)

At these meetings, the Council was familiarized with the series of updated codes proposed to be adopted. Staff memos along with attachments and public comments received can be viewed through the above links. Attached to this memo is the full Ordinance with all proposed amendments included. The amendments provided within the Ordinance are reflective of the direction Council provided at the previous meetings on this topic. Staff recommends Council review the attached Ordinance in detail prior to first reading on May 12, 2026, as the Ordinance is lengthy and detailed and cannot be summed up in its entirety in a staff memo.

Analysis:

The Town of Frisco typically adopts a new series of building codes once every six years. Frisco is currently using the 2018 versions of the International Code Council (ICC) codes, along with a few national, state, and local codes. Listed below are the codes that are proposed for re-adoption/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 2024 International Swimming Pool and Spa Code
- (J) The 2026 National Electric Code
- (K) The 1997 Uniform Code for the Abatement of Dangerous Buildings
- (L) Colorado Wildfire Resiliency Code
- (M) Colorado Electric Ready and Solar Ready Code
- (N) The 2024 International Property Maintenance Code

At the March 10th work session, discussion and direction by Town Council included:

International Fire Code and suggested amendments. Council gave direction to proceed with the International Fire Code with some changes that have been discussed between Comprehensive Building Code Services (“CBCS”), Summit Fire & EMS, and Red, White and Blue Fire District which meet Town public safety needs and consider the expertise of local fire officials.

International Energy Conservation Code (IECC). Council gave direction to go to 2024 energy code, mandate Zero Energy Ready Home (ZERH) for new residential construction, allow for the three pathways to meet requirements (prescriptive path, simulated performance-based path, and energy rating index (ERI) path), and go to an ERI of 50. Council also gave direction to provide a “leniency” provision with a delayed timeframe for enforcement so people currently in the design phase would have some time to submit their design without mid-design changes.

These code changes are incorporated in the draft Ordinance.

Additional changes included in the Ordinance, based on prior Council direction and CBCS's expertise, include:

1. Added the International Property Maintenance Code, the Colorado Electric Ready and Solar Ready Code, and the Wildfire Resiliency Code.
2. Removed the sections codifying fee schedules (Referenced schedule of fees as adopted by Council) and inspection lists amended in 2018 adoption. Inspection lists are contained within the body of the codes, including an "Other inspections" sections that allows the Building Official to require inspections as necessary to verify code compliance.
3. Included the International Fire Code ("IFC") amendments provided by Summit Fire & EMS and cross-referenced those amendments with corresponding sections within the International Building Code ("IBC") and International Residential Code ("IRC"). A few changes to the IFC amendments provided by Summit Fire were made as agreed upon in our discussions.
4. Included the Council requested reduction of the Energy Rater Index ("ERI") compliance method requirement in the 2024 International Energy Conservation Code to a score of 50, and the requirement for compliance of new one- and two-family dwellings governed by the IRC with the Department of Energy ("DOE") Efficient New Homes Program.
5. Amended the Electric Ready and Solar Ready Code as necessary to provide local authority (filled in blanks) but no other amendments.
6. Amended the Wildfire Resiliency Code as necessary to provide local authority (filled in blanks) but no other amendments.
7. In the administrative sections of each of the codes other than the IBC, included an amendment that removed the published administrative requirements and processes and referenced the administrative provisions within the IBC, which were copied and updated from the 2018 IBC adopted amendments. This amendment and IBC reference process was used in the 2018 adoption process of the codes, but not consistently, so are now consistent throughout all the International Codes.

For additional background information, the Council can view the meeting materials linked at the top of this memo and/or outreach directly to John Schumacher with CBCS.

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.

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.*

Sustainability:

Adoption of Ordinance 26-09 will further support strategies and goals within the Town's Comprehensive Plan and the Climate Action and Resiliency Plan.

Alignment with 2025 Climate Action and Resiliency Plan ("CARP"):

Core Strategies within the 2025 Climate Action and Resiliency Plan ("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):

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

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

These two suggestions are addressed within Ordinance 26-09.

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.

Staff Recommendation:

Staff recommends the Town Council adopt Ordinance 26-09 on first reading.

Reviews and Approvals:

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

Attachment:

- Attachment 1 – Ordinance 26-09

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO

ORDINANCE 26-09

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, BY REPEALING AND REENACTING CHAPTER 65, CONCERNING BUILDING CONSTRUCTION AND HOUSING STANDARDS, TO ADOPT BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE, 2024 EDITION, THE INTERNATIONAL RESIDENTIAL CODE, 2024 EDITION, THE INTERNATIONAL FIRE CODE, 2024 EDITION, THE NATIONAL ELECTRICAL CODE, 2026 EDITION, THE INTERNATIONAL MECHANICAL CODE, 2024 EDITION, THE INTERNATIONAL PLUMBING CODE, 2024 EDITION, THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION, THE INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION, THE INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 EDITION, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION, THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE, AND THE COLORADO WILDFIRE RESILIENCY CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO:

Section 1: That Chapter 65 of the Code of Ordinances of the Town of Frisco, Colorado, is hereby repealed and reenacted to read as follows:

§65-1. Standards adopted by reference.

Pursuant to Title 31, Article 16, Part 2, Colorado Revised Statutes, as amended, there are hereby adopted as the Town of Frisco Building Construction and Housing Standards:

- A. *The International Building Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the "*International Building Code*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the construction and maintenance of buildings and structures and is adopted for the purpose of protecting the public health, safety and general welfare;
- B. *The International Residential Code*, including Appendix Chapters BE, BG and CD, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the "*International Residential Code*"), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the construction, alteration, repair, use and occupancy, location and sustainability of detached one- and two-family dwellings and multiple single-family dwellings and is adopted for the purpose of protecting the public health, safety and general welfare;

- C. *The International Fire Code*, including Appendix Chapters B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Fire Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for the construction and maintenance of buildings and structures and is adopted for the purpose of protecting the public health, safety and general welfare;
- D. *The National Electrical Code*, 2026 Edition, published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts 02169-7471 (the “*National Electrical Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for the construction and maintenance of electrical improvements and facilities and is adopted for the purpose of protecting the public health, safety and general welfare;
- E. *The International Mechanical Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Mechanical Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings and is adopted for the purposes of protecting the public health, safety and general welfare;
- F. *The International Plumbing Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Plumbing Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, installation, quality of materials, location, operation, and maintenance of plumbing systems that are permanently installed within buildings and is adopted for the purposes of protecting the public health, safety and general welfare;
- G. *The International Fuel Gas Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Fuel Gas Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the installation of fuel gas piping systems, fuel gas utilization equipment, and related accessories and is adopted for the purpose of protecting the public health, safety and general welfare;
- H. *The International Energy Conservation Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Energy Conservation Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design and construction of building envelopes and mechanical, electrical, service-water heating and illuminating systems and equipment and is adopted for the

purposes of protecting the public health, safety and general welfare and for promoting the efficient use of energy in buildings;

- I. *The International Existing Building Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Existing Building Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for change of occupancy, alteration or repair of existing buildings and structures and is adopted for the purpose of protecting the public health, safety and general welfare and to encourage the continued use or reuse of legally existing buildings and structures;
- J. *The International Swimming Pool and Spa Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Existing Building Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for swimming pools and spas and is adopted for the purpose of protecting the public health, safety and general welfare and to promote the safe use and maintenance of swimming pools and spas;
- K. *The International Property Maintenance Code*, 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795 (the “*International Existing Building Code*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards for the maintenance and safe use of structures and property and is adopted for the purpose of protecting the public health, safety and general welfare and to encourage the maintenance and safety of buildings and structures;
- L. *The Uniform Code for the Abatement of Dangerous Buildings*, 1997 Edition, published by the International Conference of Building Officials, 5360 Workman Mill Road, Whittier, CA 90601-2298 (the “*Uniform Code for the Abatement of Dangerous Buildings*”), all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards providing a just, equitable, and practical method whereby buildings or structures which from any cause endanger the life, limb, health, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated, or demolished and is adopted for the purpose of protecting the public health, safety and general welfare;
- M. *The State of Colorado Model Electric Ready and Solar Ready Code*, published June 1, 2023, by the Colorado Energy Office and the Colorado Department of Local Affairs, all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes regulations for the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal, electric vehicle charging infrastructure, and electrification of building systems and is adopted for the purpose of protecting the public health, safety and general welfare.

- N. The State of Colorado Wildfire Resiliency Code, published June 1, 2025, by the Colorado Wildfire Resiliency Code Board of the Colorado Division of Fire Prevention and Control in the Colorado Department of Public Safety, all to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes regulations for the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain occupiable and/or habitable space within the wildland urban interface areas of Colorado and is adopted for the purpose of protecting the public health, safety and general welfare.

§65-2. Amendments to the *International Building Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Building Code* of ~~[NAME OF JURISDICTION]~~ the Town of Frisco, hereinafter referred to as “this code.”

- (2) Section 103.1 is amended to read as follows:

103.1 Creation of enforcement agency. The ~~[INSERT NAME OF DEPARTMENT]~~ Town of Frisco Building Department is hereby created and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code and other building related codes adopted by the Town of Frisco.

- (3) Section 103.3 is amended to read as follows:

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction ~~and with the concurrence of the appointing authority~~, the *building official* shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such ~~employees~~ individuals shall have powers as delegated by the *building official*.

- (4) Section 105.5 is amended to read as follows:

R105.5 Expiration. Every *permit* issued shall become invalid ~~unless the work authorized by such permit is commenced within 180 days after its issuance or after commencement of work if more than 180 days pass between inspections.~~ The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- (5) Section 107.2.1 is amended to read as follows:

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations,

as determined by the *building official*. Construction documents for buildings other than Group R, Division 3, and Group U Occupancies shall indicate where penetrations will be made for electrical, mechanical, plumbing, communication conduits, and similar systems, and the materials and methods for maintaining required structural safety, fire-resistance rating and fireblocking.

- (6) Section 107.3.1 is amended to read as follows:

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as ~~“Reviewed for Code Compliance.”~~. One set of *construction documents* so reviewed shall be retained by the *building official*. ~~The other~~ One set shall be returned to the applicant, shall be kept at the site of work, and shall be open to inspection by the *building official* or a duly authorized representative.

- (7) Section 109.6 is amended to read as follows:

109.6 Refunds. ~~The *building official* is authorized to establish a refund policy.~~ may authorize refunding of any fee paid hereunder that was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with the adopted codes. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any substantive plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permit holder not later than 180 days after the date of fee payment.

- (8) Section 109 is amended by adding a new sub-section to read as follows:

109.7 Reinspection Fee. A reinspection fee, as specified in the fee schedule established by the applicable authority, may be assessed for each *inspection* (Section 110) or reinspection when such portion of work for which inspection is called is not complete, or when corrections called for are not made. Reinspection fees may also be assessed when the *approved plans* (Section 107.3.1) are not readily available to the inspector, for failing to provide access on the date for which the *inspection is requested* (Section 110.5), or for deviating from *plans requiring the approval of the building official* (Section 107.4). In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the reinspection fees have been paid.

- (9) Section 111.2 is amended by adding a new subsection to read as follows:

111.2.1 Certificate of Completion. At the discretion of the building official, a certificate of completion may be issued for minor work, remodels, alterations or repairs where a certificate of occupancy was previously issued. In cases where a certificate of occupancy is required by Section 111.2, issuance of a certificate of completion shall not be construed as a substitute for said certificate of occupancy.

- (10) Section 114.4 is amended to read as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed ~~by law in §65-17 Unlawful Acts and Penalties, of the Code of Ordinances of the Town of Frisco, Colorado.~~

- (11) Section 116.1 is amended to read as follows:

116.1 Conditions. Structures or existing equipment regulated by the construction codes that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, or are unsafe as otherwise defined within the 1997 Uniform Code for the Abatement of Dangerous Buildings, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in ~~this section.~~ the adopted Uniform Code for the Abatement of Dangerous Buildings or laws and regulations of the Town of Frisco, Colorado. A vacant structure that is not secured against entry shall be deemed unsafe.

- (12) Section 116.2 concerning record, is deleted in its entirety.
- (13) Section 116.3 concerning notice, is deleted in its entirety.
- (14) Section 116.4 concerning method of service, is deleted in its entirety.
- (15) Section 116.5 concerning restoration or abatement, is deleted in its entirety.
- (16) Section 202 is amended by adding the following definitions within the alphabetical order of the existing definitions and amending definitions as written below.

BEDROOM or SLEEPING ROOM. A habitable space or room in a dwelling unit designed for or with potential for use for sleeping. Factors determining this use shall include a space or room with any of the following factors:

1. Having walls and doors to separate it from other habitable spaces or rooms, or
2. Having a closet or similar provision for clothes storage, or
3. Having a full or partial bathroom directly connected to the space or room or on the same floor and accessible without passing through a closed room.

FIRE AREA. The aggregate floor area enclosed and bounded by fire walls meeting the requirements of Section 706 of the *International Building Code* and ~~barriers~~, exterior walls or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor above. For buildings constructed under the *International Building Code* the fire area is the aggregate floor area enclosed and bounded by the interior side of the drywall or finished wall.

FIRE DEPARTMENT. The chief officer of Summit Fire & EMS or the chief officer's authorized representative.

LOFT. An elevated platform in a dwelling unit or a building that is open to the room or space directly below and accessed by a ladder, which may or may not qualify as a mezzanine as defined within the 2024 International Building Code. Lofts and mezzanines intended for habitation must meet all requirements in this code for habitable space, including ceiling height, egress, alarms, etc. Lofts intended for habitation in residential occupancies shall be designated as sleeping rooms, but not additional stories, and shall comply with the provisions of the 2024 International Residential Code Sections R310, R311, R313 and R319.

- (17) Section 502.1 is deleted in its entirety and replaced with a new section to read as follows:

502.1 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 on structures more than one-hundred (100) feet from the public way shall be a minimum of 12 inches (152.4 mm) high with a minimum stroke width of 1.5 inches (38 mm) and numbers and characters on structures more than fifty (50) but less than one-hundred (100) feet from the public way shall be a minimum of 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.

- (18) Section 901.5 is amended by adding a new subsection to read as follows:

901.5.1 Special inspector required. All fire protection systems required by this code shall be inspected and approved by a special inspector. The special inspector shall be an authorized representative of the fire department or another

qualified individual *approved* by the building official. Approvals of special inspectors and reports by special inspectors shall be in accordance with Chapter 17 of this code.

- (19) Section 907.1 is deleted in its entirety and replaced with a new section to read as follows:

901.7 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.

- (20) Section 903.2.1.1 is amended to read as follows:

903.2.1.1 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 m²).
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.

- (21) Section 903.2.1.2 is amended to read as follows:

903.2.1.2 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 m²).
2. The fire area has an occupant load of ~~400~~50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

- (22) Section 903.2.1.3 is amended to read as follows:

903.2.1.3 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 m²).
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.

(23) Section 903.2.1.4 is amended to read as follows:

903.2.1.4 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 m²).
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.

(24) Section 903.2.1.6 is amended to read as follows:

903.2.1.6 Assembly occupancies on roofs.

Where an occupied roof has an assembly occupancy with an occupant load exceeding ~~100~~50 for Group A-2 and ~~300~~ for other Group A occupancies, ~~all floors between the occupied roof and the level of exit discharge shall be equipped with an automatic sprinkler system in~~ AN AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT ~~stories~~ THE BUILDING in accordance with Section 903.3.1.1 or 903.3.1.2.

Exception: ~~Open parking garages of Type I or Type II construction.~~

(25) Section 903.2.1.4 is amended to read as follows:

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~~50 or more.

(26) Section 903.2.2 is amended to read as follows:

903.2.2 Ambulatory care facilities.

An automatic sprinkler system shall be installed throughout the entire ~~floor~~BUILDING containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

~~In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.~~

~~**Exception:** Floors classified as an open parking garage are not required to be sprinklered.~~

- (27) Section 903.2.2.2 is amended to read as follows:

903.2.2.2 Laboratories involving research and development or testing.

~~An automatic sprinkler system shall be installed throughout the fire~~
— ~~areas~~BUILDINGS utilized for the research and development or testing of lithium-ion or lithium metal batteries.

- (28) Section 903.2.3 is amended to read as follows:

903.2.3 Group E.

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 12,000 square feet (1115 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of ~~300~~50 or more.

- (29) Section 903.2.7 is amended to read as follows:

903.2.7 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 m²).
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 m²).
4. THE GROUP M FIRE AREA HAS AN OCCUPANT LOAD OF 50 OR MORE.

- (30) Section 903.2.9 is amended to read as follows:

903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000~~6,000 square feet (~~1115~~557.42 m²).
2. A Group S-1 fire area is located more than ~~three~~TWO stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds ~~24,000~~6,000 square feet (~~1115~~557.42 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4m²).

- (31) Section 903.2.9.1 is amended to read as follows:

903.2.9.1 Repair garages.

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding ~~10,000~~6,000 square feet (~~929.03~~ 557.42 m²).
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding ~~12,000~~6,000 square feet (~~1115~~557.42 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).

5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

(32) Section 903.2.10 is amended to read as follows:

903.2.10 Group S-2 parking garages.

An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the *fire area* of the enclosed parking garage, in accordance with Section 406.6 of the *International Building Code*, exceeds ~~12,000~~ 6,000 square feet (~~1115~~ 557.42 m²).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the *International Building Code*, is located beneath other groups.
Exception: ~~Enclosed parking garages located beneath Group R-3 occupancies.~~
3. Where the *fire area* of the open parking garage, in accordance with Section 406.5 of the *International Building Code*, exceeds 48,000 square feet (4460 m²).

(33) Section 903.2.11.1 is amended to read as follows:

903.2.11.1 Stories without openings.

An automatic sprinkler system shall be installed throughout all ~~stories~~ BUILDINGS, including basements, of all buildings where the floor area OF THE STORY EXCEEDS 1,500 square feet (139 m²) and where the story does not comply with the following criteria for exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with Section 1011 or an outside ramp complying with Section 1012. Openings shall be located in each 50 linear feet (15,240mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the lineal distance between adjacent openings does not exceed 50 feet (15,240 mm).
2. Openings entirely above the adjoining ground level totaling not less than 20 square feet (1.86 m²) in each 50 linear feet (15,240 mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the lineal distance between adjacent openings does not exceed 50 feet (15,240 mm). The height of the bottom of the clear opening shall not exceed 44 inches (1118 mm) measured from the floor.

903.2.11.1.2 Openings on one side only.

Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the ~~story~~BUILDING shall be equipped throughout with an *approved* automatic sprinkler system, or openings shall be provided on not fewer than two sides of the story.

903.2.11.1.3 Basements.

Where any portion of a basement is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams, the ~~basement~~BUILDING shall be equipped throughout with an *approved* automatic sprinkler system.

- (34) Section 903.2.11.3 is amended to read as follows:

903.2.11.3 Buildings 55 feet or more in height.

An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

- ~~1. Occupancies in Group F-2.~~

- (35) Section 903.2.13 is amended by adding a new subsection to read as follows:

903.2.13 GROUP B OR MIXED OCCUPANCIES.

AN AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT ALL BUILDINGS CONTAINING GROUP B OR MIXED OCCUPANCIES WHERE ONE OF THE FOLLOWING CONDITIONS EXISTS:

- 1. THE FIRE AREA EXCEEDS 6,000 SQUARE FEET (557.42 M²).**
- 2. WHERE THE COMBINED FIRE AREAS OF GROUP B AND MIXED OCCUPANCIES ON ALL FLOORS INCLUDING MEZZANINES AND BASEMENTS IS GREATER THAN 6,000 SQUARE FEET (557.42 M²).**

- (36) Section 905.3.1 is amended to read as follows:

905.3.1 Height.

Class ~~III~~I standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below *grade plane*.

2. The floor level of the highest story is located more than 30 feet (9144 mm-) above the lowest level of the fire department vehicle access.
3. The floor level of the lowest story is located more than 30 feet (9144 mm-) below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an *automatic sprinkler system*.
5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
 - 6.1. Recessed loading docks for four vehicles or less.
 - 6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

(37) Section 905.3.1.1 amended by adding a new subsection to read as follows:

905.3.1.1 BUILDING AREA.

IN BUILDINGS EXCEEDING 10,000 SQ. FT. (929 M²) WITHIN SURROUNDING EXTERIOR WALLS, AN APPROVED CLASS I STANDPIPE SYSTEM SHALL BE PROVIDED WHERE ANY PORTION OF THE BUILDING'S INTERIOR IS MORE THAN 140 FEET (42.67 M) OF TRAVEL, VERTICALLY AND/OR HORIZONTALLY, FROM THE NEAREST POINT OF FIRE DEPARTMENT VEHICLE ACCESS.

- (38) Section 905.4 is amended to read as follows:

905.4 Location of Class I standpipe hose connections.

Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required *interior exit stairway* or *exterior exit stairway*, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at the ~~main floor~~ INTERMEDIATE landing unless otherwise *approved* by the *fire code official*.

Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22,860 mm) apart.

2. On each side of the wall adjacent to the exit opening of a horizontal *exit*.

Exception: Where floor areas adjacent to a horizontal *exit* are reachable from an *interior exit stairway* or *exterior exit stairway* hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30,480 mm) of hose, a hose connection shall not be required at the horizontal *exit*.

3. In every *exit passageway*, at the entrance from the *exit passageway* to other areas of a building.

Exception: Where floor areas adjacent to an *exit passageway* are reachable from an *interior exit stairway* or *exterior exit stairway* hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30,480 mm) of hose, a hose connection shall not be required at the entrance from the *exit passageway* to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an *exit passageway* or *exit corridor* to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an *exit passageway* or *exit corridor* to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), a hose connection shall be located to serve the roof or at the highest landing of an *interior exit stairway* with access to the roof provided in accordance with Section 1011.12.
6. Where the most remote portion of a nonsprinklered floor or story is more than ~~450~~ 140 feet (~~45-720~~ 42,672 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than ~~200~~ 140 feet (~~60-960~~ 42,672 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in *approved* locations.

- (39) Section 907.6.6 is amended to read as follows:

907.6.6 Monitoring.

Fire alarm systems required by this chapter, ~~or by the International Building Code~~, OR THE INTERNATIONAL RESIDENTIAL CODE shall be monitored by an *approved* supervising station in accordance with NFPA 72.

Exception: Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one- and two- family dwellings.

- (40) Section 915.1 is amended to read as follows:

915.1 General.

Carbon monoxide detection shall be installed in new buildings in accordance with Sections 915.1.1 AND IN ACCORDANCE WITH STATE STATUTE. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9 AND IN ACCORDANCE WITH STATE STATUTE.

Exception: Carbon monoxide detection is not required in Group S, Group F and Group U occupancies that are not normally occupied, SO LONG AS THE EXEMPTION OF THESE OCCUPANCIES IS ALLOWED BY STATE STATUTE.

- (41) Section 1503 is amended by adding a new subsection to read as follows:

1503.7 Snow-shedding. Roofs shall be oriented and positioned, or otherwise arranged and designed, to prevent snow and ice from shedding and accumulating at pedestrian and vehicular exit doors or onto adjacent properties. In addition, roofs shall not shed snow onto any components of a required means of egress system or required accessible route, including, but not limited to stairways, sidewalks, landings, ramps and handrails.

Exceptions:

1. Roof areas with a horizontal projection dimension of no more than 48 inches that will not receive snow shedding from a higher roof.
2. Roof areas sloped less than 7:12 with asphalt or wood coverings that will not receive snow shedding from a higher roof.
3. Roofs equipped with mechanical barriers secured to roof framing members or to solid blocking secured to framing members, in accordance with the manufacturer's installation instructions. Individual devices installed in a group to create a barrier to prevent snow shedding shall be installed in at least two rows.

- (42) Section 1505.1 is amended to read as follows:

1505.1 General. Roof assemblies shall be divided into the classes defined below. Class A, and B and C roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, *fire-retardant-treated wood* roof coverings shall be tested in accordance with ASTM D 2898. The minimum roof coverings installed on buildings shall ~~comply with Table 1505.1 based on the type of construction of the building~~ be Class A.

- (43) Table 1505.1 concerning minimum roof covering classification, and all footnotes to the table, are deleted in their entirety.
- (44) Section 1507.1.1 Underlayment is deleted in its entirety and replaced with a new section to read as follows:

1507.1.1 Ice Barrier Underlayment. An ice dam protection underlayment that consists of an approved self-adhering polymer modified bitumen sheet complying with Section 1507.1.2 shall be used with all roof coverings described in Sections 1507.2 through 1507.9. This ice dam protection shall be installed on all roof surfaces of the building to which roof covering is to be applied and shall also extend a minimum of 3 feet up any wall, valley, cricket, chimney or similar construction junction with roofs.

Exception: Detached accessory structures that contain no conditioned floor area.

- (45) Section 1507.3.4 concerning ice barrier, is deleted in its entirety
- (46) Section 1507.5.4 concerning ice barrier, is deleted in its entirety
- (47) Section 1507.6.4 concerning ice barrier, is deleted in its entirety
- (48) Section 1507.7.4 concerning ice barrier, is deleted in its entirety
- (49) Section 1507.8.4 concerning ice barrier, is deleted in its entirety
- (50) Section 1507.9.4 concerning ice barrier, is deleted in its entirety.
- (51) Section 1608.2 is amended to read as follows:

1608.2 Ground snow loads. The ground snow loads and snow loads for roofs, exterior balconies and decks shall be 80 lb./sq ft (3.83 kN/m²). ~~shall be determined in accordance with ASCE 7 or Figure 1608.2 for the contiguous United States and Table 1608.2 for Alaska. Site specific case studies shall be made in areas designated "CS" in Figure 1608.2. Ground snow loads for sites at elevations above the limits indicated in Figure 1608.2 and for all sites within the CS areas shall be approved. Ground snow load determination for such sites shall be based on an extreme value statistical analysis of data available in the vicinity of the site using a value with a 2 percent annual probability of being exceeded~~

~~(50-year mean recurrence interval). Snow loads are zero for Hawaii, except in mountainous regions as approved by the building official. The use of load duration factors for snow load shall not be permitted.~~

- (52) Section 1612.3 is amended to read as follows:

1612.3 Establishment of flood hazard areas. To establish *flood hazard areas*, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled “The Flood Insurance Study for ~~[INSERT NAME OF JURISDICTION]~~ the Town of Frisco,” dated ~~[INSERT DATE OF ISSUANCE]~~ November 2, 1994, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

- (53) Section 1703.1 is amended to read as follows:

1703.1 Approved agency. An *approved agency* shall provide all information as necessary for the *building official* to determine that the agency meets the applicable requirements specified in Sections 1703.1.1 through 1703.1.3. The fire department shall be an approved agency for special inspection of fire protection systems required by this code.

- (54) Section 1704.2.4 concerning report requirement, is amended by adding an exception to read as follows:

Exception: Special inspection by the fire department of fire protection systems shall not require reporting or a final report to the building official, but will require a final sign-off approving inspected systems for conformance to the approved construction documents.

- (55) Section 1705 is amended by adding a new section and subsection to read as follows:

1705.20 Fire protection systems. Fire protection systems shall have the design plans approved by a special inspector and the systems inspected and tested by a special inspector for compliance with the requirements of this code and the *International Fire Code*.

1705.20.1 Qualifications. Special inspectors for fire protection systems shall have expertise in fire-protection. Special inspectors for fire suppression systems shall be a certified fire suppression systems inspector by the State of Colorado Division of Fire Safety.

- (56) Section 1809.5 is amended to read as follows:

1809.5 Frost protection. Except where otherwise protected from frost, foundations and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extending ~~below the frost line of the locality~~ to at least 40 inches (1016 mm) below finish grade;
2. Constructing in accordance with ASCE-32; or
3. Erecting on solid rock.

Exception: Free-standing *buildings* meeting all of the following conditions shall not be required to be protected:

1. Assigned to *Risk Category I*.
2. Area of 600 square feet (56 m²) or less for *light-frame construction* or 400 square feet (37 m²) or less for other than *lightframe construction*.
3. Eave height of 10 feet (3048 mm) or less

Shallow foundations shall not bear on frozen soil unless such frozen condition is of a permanent character.

- (57) The first sentence of Section 2302.2 is amended to read as follows:

2302.2 General design requirements. The design of structural elements or systems constructed partially or wholly of wood or wood-based products, shall be based on one of the following methods: (provided, however, that the use of load duration factors for snow load shall not be permitted in any of these design methods).

- (58) Chapter 30, concerning elevators and conveying systems, is amended by adding four new sections with subsections to read as follows:

SECTION 3010

PERMITS & CERTIFICATES OF INSPECTION

3010.1 Permits Required. It shall be unlawful to install any new elevator, moving walk, escalator or dumbwaiter, or to make major alterations to any existing elevator, dumbwaiter, escalator or moving walk, as defined in Part XII of ASME A17.1, without first having obtained a permit for such installation from the building official. Permits shall not be required for maintenance or minor alterations.

3010.2 Certificates of Inspection Required. It shall be unlawful to operate any elevator, dumbwaiter, escalator or moving walk without a current certificate of inspection issued by the building official. Such certificate shall be issued upon payment of prescribed fees and the presentation of a valid inspection report indicating that the conveyance is safe and that the inspections and tests have

been performed in accordance with Part X of the ASME A17.1. Certificates shall not be issued when the conveyance is posted as unsafe pursuant to Section 3012.

Exception: Certificates of inspection shall not be required for conveyances within a dwelling unit.

3010.3 Application for Permits. Application for a permit to install shall be made on forms provided by the building official, and the permit shall be issued to an owner upon payment of the permit fees specified in this section.

3010.4 Application for Certificates of Inspection. Application for a certificate of inspection shall be made by the owner of an elevator, dumbwaiter, escalator or moving walk. Applications shall be accompanied by an inspection report as described in Section 3011. Fees for certificates of inspection shall be as specified in this section.

3010.5 Fees. A fee for each permit or certificate of inspection shall be paid to the building official as specified in the fee schedule established by the applicable authority.

3010.6 Inspection Reports. After each required inspection, a full and correct report of such inspection shall be filed with the building official.

- (59) Section 3109.1 is amended by adding a new subsection to read as follows:

3109.1.1 Guard height extension. When a swimming pool is installed within 18 inches horizontally of a guard required by Section 1015.2, the guard height shall be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the pool structure.

§65-3. Amendments to the *International Residential Code*.

- (1) Sections R101.1 is amended to read as follows:

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of ~~[NAME OF JURISDICTION]~~ the Town of Frisco, and shall be cited as such and will be referred to herein as “this code.”

- (2) Sections R103 through R114 concerning administration and enforcement, are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Residential Code.

- (3) Section 105.5 is amended to read as follows:

R105.5 Expiration. Every *permit* issued shall become invalid ~~unless the work authorized by such permit is commenced within 180 days after its issuance or after commencement of work if more than 180 days pass between inspections.~~

The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- (4) Section R202 is amended by inserting the following definitions within the alphabetical order of the existing definitions.

BEDROOM or SLEEPING ROOM. A habitable space or room in a dwelling unit designed for or with potential for use for sleeping. Factors determining this use shall include a space or room with any of the following factors:

1. Having walls and doors to separate it from other habitable spaces or rooms, or
2. Having a closet or similar provision for clothes storage, or
3. Having a full or partial bathroom directly connected to the space or room or on the same floor and accessible without passing through a closed room.

FIRE DEPARTMENT. The chief officer of Summit Fire & EMS or the chief officer's authorized representative.

LOFT. An elevated platform in a dwelling unit or a building that is open to the room or space directly below and accessed by a ladder, which may or may not qualify as a mezzanine as defined within the 2024 International Building Code. Lofts and mezzanines intended for habitation must meet all requirements in this code for habitable space, including ceiling height, egress, alarms, etc. Lofts intended for habitation in residential occupancies shall be designated as sleeping rooms, but not additional stories, and shall comply with the provisions of the 2024 International Residential Code Sections R310, R311, R313 and R319.

- (5) Table R301.2(1) is amended to read as follows:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k		Weathering ^a	Frost line depth ^b	Termite ^c					
80 PSF	90	No	B	Severe	40 in.	Slight	-13°F	Yes	Footnote g	2500	40°F

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from [Figure R301.2\(1\)](#). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.

- b. Where the frost line depth requires deeper footings than indicated in [Figure R403.1\(1\)](#), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the **ultimate design wind speeds** map [\[Figure R301.2\(2\)\]](#). Wind exposure category shall be determined on a site-specific basis in accordance with [Section R301.2.1.4](#).
- e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from [ACCA Manual J](#) or established criteria determined by the jurisdiction.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from [Section R301.2.2.1](#).
- g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and date of the currently effective Flood Insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended. **The Town of Frisco entered into the National Flood Insurance Program on June 1, 1993. The date of the currently effective Flood Insurance Reference Map is November 2, 1994.**
- h. In accordance with [Sections R905.1.2](#), [R905.4.3.1](#), [R905.5.3.1](#), [R905.6.3.1](#), [R905.7.3.1](#) and [R905.8.3.1](#), where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from [Figure R403.3\(2\)](#) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- k. In accordance with [Section R301.2.1.5](#), where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with [Figure R301.2\(2\)](#), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with [Section R301.2.1.2](#) the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from [ACCA Manual J](#) or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the **allowable stress design** table using the Ground Snow Loads in [Figure R301.2\(3\)](#).

(6) Table R301.5 is amended to read as follows:

**TABLE R301.5
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS
(In pounds per square foot)**

USE	LIVE LOAD
Uninhabitable attics without storage ^b	10
Uninhabitable attics with limited storage ^{b,g}	20
Habitable attics and attics served by fixed stairs	30
Balconies (exterior) and decks ^e	40 80
Fire escapes	40 80
Guardrails and handrails ^d	200 ^h
Guardrails in-fill components ^f	50 ^h

Passenger vehicle garages ^a	50 ^a
Rooms other than sleeping rooms	40
Sleeping rooms	30 40
Stairs	40 ^c

For SI: 1 pound per square foot = 0.0479 kN/m², 1 square inch = 645 mm², 1 pound = 4.45 N.

- a. Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.
- b. Uninhabitable attics without storage are those where the maximum clear height between joists and rafters is less than 42 inches, or where there are not two or more adjacent trusses with web configurations capable of accommodating an assumed rectangle 42 inches high by 24 inches in width, or greater, within the plane of the trusses. This live load need not be assumed to act concurrently with any other live load requirements.
- c. Individual stair treads shall be designed for the uniformly distributed live load or a 300-pound concentrated load acting over an area of 4 square inches, whichever produces the greater stresses.
- d. A single concentrated load applied in any direction at any point along the top.
- e. See Section R502.2.2 for decks attached to exterior walls.
- f. Guard in-fill components (all those except the handrail), balusters and panel fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to 1 square foot. This load need not be assumed to act concurrently with any other live load requirement.
- g. Uninhabitable attics with limited storage are those where the maximum clear height between joists and rafters is 42 inches or greater, or where there are two or more adjacent trusses with web configurations capable of accommodating an assumed rectangle 42 inches in height by 24 inches in width, or greater, within the plane of the trusses.
The live load need only be applied to those portions of the joists or truss bottom chords where all of the following conditions are met:
 1. The attic area is accessible from an opening not less than 20 inches in width by 30 inches in length that is located where the clear height in the attic is a minimum of 30 inches.
 2. The slopes of the joists or truss bottom chords are no greater than 2 inches vertical to 12 units horizontal.
 3. Required insulation depth is less than the joist or truss bottom chord member depth.
 The remaining portions of the joists or truss bottom chords shall be designed for a uniformly distributed concurrent live load of not less than 10 lb/ft².
- h. Glazing used in handrail assemblies and guards shall be designed with a safety factor of 4. The safety factor shall be applied to each of the concentrated loads applied to the top of the rail, and to the load on the in-fill components. These loads shall be determined independent of one another, and loads are assumed not to occur with any other live load.

- (7) Section R308.1, Address Identification, is amended to read as follows:

308.1 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 on structures more than one-hundred (100) feet from the public way shall be a minimum of 12 inches (152.4 mm) high with a minimum stroke width of 1.5 inches (38 mm) and numbers and characters on structures more than fifty (50) but less than one-hundred (100) feet from the public way shall be a minimum of 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.

- (8) Section R309 is deleted in its entirety and replaced with a new section to read as follows:

SECTION R309 AUTOMATIC SPRINKLER SYSTEMS

R309.1 General. Automatic residential fire sprinkler systems shall be installed in accordance with the requirements of *The International Fire Code* as adopted by the Town of Frisco and this section.

R309.1.1 Design and Installation. Automatic sprinkler systems for structures constructed under the *International Residential Code* shall be designed and installed in accordance with Section P2904 or NFPA 13D.

R309.2 Sprinklers required. An automatic sprinkler system installed in accordance with Section R309.1.1 shall be provided throughout all detached one- and two-family dwellings and multiple single-family dwellings (Townhouses), complying with the requirements of the *International Residential Code*, whose total aggregate fire area exceeds 4,500 square feet (418.06 M²).

R309.3 Additions constructed under the *International Residential Code*. For buildings built under the *International Residential Code*, an automatic sprinkler system shall be required to protect only the addition to an existing structure when:

1. The addition increases the floor area of the structure to more than 4,500 square feet (418.06 M²), or;
2. the addition is added to an existing structure that is more than 4,500 square feet (418.06 M²) prior to the addition.

Exception: A one-time addition of 500 square feet or less to an existing structure.

R309.4 Additions, alterations, and remodels constructed under the *International Residential Code*. For buildings constructed under the *International Residential Code*, an automatic sprinkler system shall be required to protect an addition and be installed throughout the existing structure when:

1. The addition is greater than 4,500 square feet (418.06 M²), or;
2. An alteration and addition to an existing structure increases the floor area to more than 4,500 square feet (418.06 M²) and remodel work is

proposed in a work area that is more than 50% of the floor of the existing structure, and that remodel work includes floor plan reconfiguration and/or interior framed wall and ceiling material replacement such as drywall or the like, or;

3. An existing home that has had an addition that increased the floor area to greater than 4,500 square feet (418.06 M²) since the adoption of this code that proposes a new remodeled work area that is more than 50% of the floor area of the original structure and includes floor plan reconfiguration and/or interior framed wall and ceiling material replacement, such as drywall or the like.

Exceptions:

1. Attached floor area additions or remodel work areas to existing structures that provide an approved, deed-restricted, accessory dwelling unit (ADU) on the property shall not require automatic sprinklers when the minimum fire separation between the existing structure and the ADU are separated by a one-hour fire separation and the ADU has a separate exit.

2. A one-time addition of 500 square feet or less to an existing structure.

(9) Section 321.1.2. is amended by adding a new subsection to read as follows:

321.1.2.1 Guard height extension. When a swimming pool is installed within 18 inches horizontally of a guard required by Section 321.1.1, the guard height shall be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the pool structure.

(10) Section R403.1.4.1 is amended to read as follows:

R403.1.4.1 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extending below the frost line specified in Table R301.2(1);
2. Constructing in accordance with Section R403.3;
3. Constructing in accordance with ASCE 32; or
4. Erected on solid rock.

Exceptions:

1. Protection of freestanding *accessory structures* with an area of 600 square feet (56m²) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less shall not be required.

2. Protection of freestanding *accessory structures* with an area of 400 square feet (37m²) or less, of other than light-frame construction, with an eave height of 10 feet (3048 mm) or less ~~shall not be required~~ need not be provided with footings that extend below the frost line, but such footings shall extend at least 24 inches below finish grade.
3. Decks without roof structures and not supported by a dwelling along more than one side need not be provided with footings that extend below the frost line, but such footings shall extend at least 24 inches below finish grade.

Footings shall not bear on frozen soil unless such frozen condition is of a permanent character.

- (11) Section R408.1 is amended to read as follows:

R408.1 Ventilation Underfloor spaces. The under-floor space between the bottom of the floor joists and the earth under any building (except space occupied by a basement or cellar) shall be provided with an approved vapor retarder over the earth floor of the crawl space and ventilation openings through foundation walls or exterior walls. The vapor retarder shall be in accordance with Section R408.8. The minimum net area of ventilation openings shall not be less than 1 square foot for each 1500 square feet (0.67 m² for each 1000 m²) of under-floor space area. ~~One such ventilating opening shall be within 3 feet (914 mm) of each corner of said building.~~ Ventilation openings shall be placed so as to provide cross-ventilation of the under-floor space.

Exception: Underfloor spaces at buildings at sites where local ground water tables at maximum spring recharge are not below the lowest excavated site foundation elevations and sites that are not well drained and have surface water problems shall comply with Section R408.9.

- (12) Section R408.2 is amended to read as follows:

R408.2 Openings for under-floor ventilation. Ventilation openings through foundation or exterior walls surrounding the under-floor space shall be provided in accordance with this section. The minimum net area of ventilation openings to the outdoors shall not be less than 1 square foot (0.0929 m²) for each 1500 square feet (400 139 m²) of underfloor space area. ~~One such ventilating opening shall be within 3 feet (914 mm) of each corner of the building.~~ Ventilation openings shall be covered for their height and width with

any of the following materials provided that the least dimension of the covering shall not exceed 1/4 inch (6.4 mm):

1. Perforated sheet metal plates not less than 0.070 inch (1.8 mm) thick.
2. Expanded sheet metal plates not less than 0.047 inch (1.2 mm) thick.
3. Cast iron grills or grating.
4. Extruded load-bearing brick vents.
5. Hardware cloth of 0.035 inch (0.89 mm) wire or heavier.
6. Corrosion-resistant wire mesh, with the least dimension being 1/8 inch (3.2 mm).

Exceptions:

1. Where warranted by climatic conditions, ventilation openings to the outdoors are not required if ventilation openings to the interior are provided.
- ~~2. The total area of ventilation openings may be reduced to 1/1,500 of the under-floor area where the ground surface is treated with an approved vapor retarder material and the required openings are placed so as to provide cross-ventilation of the space. The installation of operable louvers shall not be prohibited.~~
3. Under-floor spaces used as supply plenums for distribution of heated and cooled air shall comply with the requirements of Section M1601.1.2
4. Ventilation openings are not required where continuously operated mechanical ventilation is provided at a rate of 1.0 cfm (10 m²) for each 50 square feet (1.02 L/s) of underfloor space floor area and ground surface is covered with an approved vapor retarder.
5. Ventilation openings are not required when the ground surface is covered with an approved vapor retarder material, the space is supplied with conditioned air and the perimeter walls are insulated in accordance with Table N1102.1.3.

(13) Section R408 is amended by adding two new subsections to read as follows:

R408.8 Vapor retarder ground cover. A vapor retarder ground cover shall be of 6 mil (0.006 inch thick) polyethylene, or approved equal with a rating of 1 perm or less. The vapor retarder shall cover the entire ground area within crawl spaces in accordance with the following:

1. The vapor retarder shall be overlapped six inches minimum at joints and shall extend over the top of pier footings.
2. The edges of the vapor retarder should be turned up a minimum of four inches at the stem wall.
3. Penetrations in the vapor retarder shall be no larger than necessary to fit piers, beam supports, plumbing and other penetrations.

R408.9 Sites with potential water problems. Underfloor spaces at buildings at sites where local ground water tables at maximum spring recharge are not below the lowest excavated site foundation elevations and sites that are not well drained and have surface water problems shall comply with this section. The vapor retarder ground cover shall be omitted and a rigid impermeable insulating sheathing shall be installed to the underside of the floor assembly, including structural wood beams. Joints and penetrations of the impermeable sheathing shall be sealed. Determination of sites requiring this measure shall be at the building official's discretion. Where disagreements exist, the applicant shall provide sufficient proof that site drainage strategies (e.g., perimeter drainage techniques) will prevent potential problems.

(14) Section R501.3 is amended to read as follows:

R501.3 Fire protection of floors. Floor assemblies, not required elsewhere in this code to be fire-resistance rated, shall be provided with a 1/2-inch (12.7 mm) gypsum wallboard membrane, 5/8-inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member.

Exceptions:

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA13D, or other approved equivalent sprinkler system.
2. Floor assemblies located directly over a crawl space ~~not intended for storage or fuel-fired appliances.~~ with a maximum 4' headroom occurring anywhere within the crawlspace, except when the crawl

space contains a fuel-fired appliance. The headroom shall be measured from grade to the bottom of the floor joists.

3. Portions of floor assemblies can be unprotected when complying with the following:
 - 3.1. The aggregate area of the unprotected portions shall not exceed 80 square feet per story
 - 3.2. Fire blocking in accordance with Section R302.11.1 shall be installed along the perimeter of the unprotected portion to separate the unprotected portion from the remainder of the floor assembly.
4. Wood floor assemblies using dimension lumber or structural composite lumber equal to or greater than 2-inch by 10-inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance.

- (15) Section R602.3 is amended to read as follows:

R602.3 Design and construction. Exterior walls of wood-frame construction shall be designed and constructed in accordance with the provisions of this chapter and Figures R602.3(1) and R602.3(2) or in accordance with AF&PA's NDS. The use of load duration factors for snow load shall be prohibited. Components of exterior walls shall be fastened in accordance with Table R602.3(1) through R602.3(4). Wall sheathing shall be fastened directly to framing members and, when placed on the exterior side of an exterior wall, shall be capable of resisting the wind pressures listed in Table R301.2(2) adjusted for height and exposure using Table R301.2(3). Wood structural panel sheathing used for exterior walls shall conform to DOC PS 1, DOC PS 2 or, when manufactured in Canada, CSA O437 or CSA O325. All panels shall be identified for grade, bond classification, and Performance Category by a grade mark or certificate of inspection issued by an approved agency and shall conform to the requirements of Table R602.3(3). Wall sheathing used only for exterior wall covering purposes shall comply with Section R703.

Studs shall be continuous from support at the sole plate to a support at the top plate to resist loads perpendicular to the wall. The support shall be a foundation or floor, ceiling or roof diaphragm or shall be designed in accordance with accepted engineering practice.

Exception: Jack studs, trimmer studs and cripple studs at openings in walls that comply with [Tables R602.7\(1\)](#) and [R602.7\(2\)](#).

- (16) Section R902.1 is amended to read as follows:

R902.1 Roofing covering materials. Roof decks shall be covered with materials as set forth in Section R904 or with roof coverings as set forth in Section R905.

Class A, or B or C roof assemblies shall be installed in *jurisdictions* designated by law as requiring their use or where the edge of the roof deck is less than 3 feet (914 mm) from a *lot line*. Where Class A, or B or C roof assemblies are required, they shall be tested in accordance with ASTM E108 or UL 790. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

Exceptions:

1. Class A *roof assemblies* include those with coverings of brick, masonry and exposed concrete *roof deck*.
2. Class A *roof assemblies* include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible **roof** decks.
3. Class A *roof assemblies* include minimum 16 ounces per square foot (4.882 kg/m²) copper sheets installed over combustible **roof** decks.
4. Class A *roof assemblies* include slate installed over *underlayment* over combustible **roof** decks.

- (17) Section 902.1 is amended by adding a new subsection to read as follows:

902.1.1 Snow-shedding. Roofs shall be oriented and positioned, or otherwise arranged and designed, to prevent snow and ice from shedding and accumulating at pedestrian and vehicular exit doors or onto adjacent properties. In addition, roofs shall not shed snow onto any components of a required means of egress system or required accessible route, including, but not limited to stairways, sidewalks, landings, ramps and handrails.

Exceptions:

1. Roof areas with a horizontal projection dimension of no more than 48 inches that will not receive snow shedding from a higher roof.
2. Roof areas sloped less than 7:12 with asphalt or wood coverings that will not receive snow shedding from a higher roof.
3. Roofs equipped with mechanical barriers secured to roof framing members or to solid blocking secured to framing members, in accordance with the manufacturer's installation instructions. Individual devices installed in a group to create a barrier to prevent snow shedding shall be installed in at least two rows.

- (18) Section R905.1.1 is deleted in its entirety and replaced with a new section to read as follows:

R905.1.1 Ice Barrier Underlayment. An ice dam protection underlayment that consists of an approved self-adhering polymer modified bitumen sheet complying with Section R905.2.3 shall be used with all roof coverings described in Sections R905.2 through R905.8, and R905.10. This ice dam protection shall be installed on all roof surfaces of the building to which roof covering is to be applied and shall also extend a minimum of 3 feet up any wall, valley, cricket, chimney or similar construction junction with roofs.

Exception: Detached accessory structures that contain no conditioned floor area.

- (19) Section R905.2.7.1 concerning ice barrier, is deleted in its entirety.
- (20) Section R905.4.3.1 concerning ice barrier, is deleted in its entirety.
- (21) Section R905.5.3.1 concerning ice barrier, is deleted in its entirety.
- (22) Section R905.6.3.1 concerning ice barrier, is deleted in its entirety.
- (23) Section R905.7.3.1 concerning ice barrier, is deleted in its entirety.
- (24) Section R905.8.3.1 concerning ice barrier, is deleted in its entirety.
- (25) Section R1004.4 is amended to read as follows:

R1004.4 Unvented gas log heaters. ~~An unvented gas log heater shall not be installed in a factory-built fireplace unless the fireplace system has been specifically tested, listed and labeled for such use in accordance with UL 127. Installation of unvented gas log heaters is prohibited.~~

- (26) Chapter 11 is deleted in its entirety and replaced with a new chapter to read as follows:

CHAPTER 11 ENERGY EFFICIENCY

SECTION N1101 GENERAL

N1101.1 Scope. This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.

N1101.1.1 Criteria. Buildings shall be designed and constructed in accordance with the *2024 International Energy Conservation Code* as adopted by the Town of Frisco.

- (27) Section M1401 is amended by adding a new subsection to read as follows:

M1401.6. Snow depth. Any required air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (28) Section M1701 is amended by adding a new subsection to read as follows:

M1701.3. Snow depth. All combustion air openings and ducts terminating on the outside shall be a minimum of 36 inches above final grade. If a ventilated crawl space is utilized as a combustion air source, ventilation louvers must be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (29) Section M1801.1 is amended by adding a new subsection to read as follows:

M1801.1.1. Enclosure. Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.

- (30) Section M1804.2.5 is amended to read as follows:

M1804.2.5 Direct vent terminations. Vent terminals for direct-vent *appliances* shall be installed in accordance with the manufacturer's installation instructions. The bottom of the vent terminal and air intake shall be located not less than 36 inches above final grade.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (31) Section M1804.2.6 is amended to read as follows:

M1804.2.6 Mechanical draft systems. Mechanical draft systems shall comply with UL 378 and shall be installed in accordance with their *listing*, the manufacturer's instructions and, except for direct-vent *appliances*, the following requirements:

1. The vent terminal shall be located not less than 3 feet (914 mm) above a forced air inlet located within 10 feet (3048 mm).

2. The vent terminal shall be located not less than 4 feet (1219 mm) below, 4 feet (1219 mm) horizontally from, or 1 foot (305 mm) above any door, window or gravity air inlet into a *dwelling*.
3. The vent termination point shall not be located closer than 3 feet (914 mm) to an interior corner formed by two walls perpendicular to each other.
4. The bottom of the vent terminal shall be located at least ~~42~~ 36 inches (~~305~~ 914 mm) above finished ground level.
5. The vent termination shall not be mounted directly above or within 3 feet (914 mm) horizontally of an oil tank vent or gas meter.
6. Power exhaustor terminations shall be located not less than 10 feet (3048 mm) from *lot lines* and adjacent buildings.
7. The discharge shall be directed away from the building.

- (32) Section M2001 is amended by adding a new subsection to read as follows:

M2001.5. Drainage. All mechanical rooms (boiler, water heater, and furnace rooms) shall be equipped with a floor drain or other means suitable for disposing of the accumulation of liquid wastes incidental to cleaning, recharging and routine maintenance.

- (33) Section M2103.2. is amended by adding a new subsection to read as follows:

M2103.2.3 Slab-on-grade installation. Radiant piping used in slab-on-grade applications shall have insulating materials having a minimum *R*-value of 10 installed beneath the piping.

- (34) Section M2103.4 is amended to read as follows:

M2103.4 Testing. Piping or tubing to be embedded shall be tested by applying a hydrostatic pressure of not less than 100 psi (690 kPa). The pressure shall be maintained for 30 minutes, during which all joints shall be visually inspected for leaks. Hydronic tubing may be tested with a 50 (psi) air test for 30 minutes.

- (35) Section M2105.28 is deleted in its entirety and replaced with a new section to read as follows:

M2105.28 Testing. The assembled loop system shall be pressure tested with water at 100 psi (690 kPa) for 30 minutes with no observed leaks before connection (header) trenches are backfilled. Flow rates and pressure drops shall be compared to calculated values. If actual flow rate or pressure drop figures differ from calculated values by more than 10 percent, the problem shall be identified and corrected. Assembled loop systems may be tested with a 50 (psi) air test for 30 minutes.

- (36) Section G2406.2 is amended to read as follows:

appliances shall not be located in sleeping rooms, bathrooms, toilet rooms, storage *closets* or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The *appliance* is a *direct-vent appliance* installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. *Vented room heaters*, wall *furnaces*, *vented decorative appliances*, vented gas *fireplaces*, vented gas *fireplace* heaters and decorative *appliances* for installation in vented solid fuel-burning *fireplaces* are installed in rooms that meet the required volume criteria of [Section G2407.5](#).
3. ~~A single wall-mounted *unvented room heater* is installed in a bathroom and such *unvented room heater* is equipped as specified in [Section G2445.6](#) and has an input rating not greater than 6,000 *Btu/h* (1.76 kW). The bathroom shall meet the required volume criteria of [Section G2407.5](#).~~
4. ~~A single wall-mounted *unvented room heater* is installed in a bedroom and such *unvented room heater* is equipped as specified in [Section G2445.6](#) and has an input rating not greater than 10,000 *Btu/h* (2.93 kW). The bedroom shall meet the required volume criteria of [Section G2407.5](#).~~
5. The *appliance* is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an *approved* self-closing device. *Combustion air* shall be taken directly from the outdoors in accordance with [Section G2407.6](#).
6. A *clothes dryer* is installed in a residential bathroom or toilet room having a permanent opening with an area of not less than 100 square inches (0.06 m²) that communicates with a space outside of a sleeping room, bathroom, toilet room or storage *closet*.

(37) Section G2417.4.1 is amended to read as follows:

G2417.4.1 (IFGC 406.4.1) Test pressure. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than ~~3~~ 10 psig (~~20~~ 69 kPa gauge), irrespective of design pressure.

Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *pip*ing greater than 50 percent of the specified minimum yield strength of the *pipe*.

- (38) Section G2425.8 is amended to read as follows:

G2425.8 (IFGC 501.8) Appliances not required to be vented. The following *appliances* shall not be required to be vented:

1. Ranges.
2. Built-in domestic cooking units listed and marked for optional venting.
3. Hot plates and laundry stoves.
4. *Type 1 Clothes dryers* (*Type 1 clothes dryers* shall be exhausted in accordance with the requirements of Section G2437).
5. Refrigerators.
6. Counter *appliances*.
- ~~7. Room heaters listed for unvented use.~~

Where the *appliances* and equipment listed in Items 5 through ~~7~~ 6 above are installed so that the aggregate input rating exceeds 20 *Btu* per hour per *cubic foot* (207 watts per m³) of volume of the room or space in which such *appliances* and equipment are installed, one or more shall be provided with venting *systems* or other *approved* means for conveying the *vent gases* to the outdoor atmosphere so that the aggregate input rating of the remaining *unvented appliances and equipment* does not exceed the 20 *Btu* per hour per *cubic foot* (207 watts per m³) figure. Where the room or space in which the equipment is installed is directly connected to another room or space by a doorway, archway or other opening of comparable size that cannot be closed, the volume of such adjacent room or space shall be permitted to be included in the calculations.

- (39) Section G2433.1 is amended to read as follows:

G2433.1 General. Log lighters ~~shall be tested in accordance with CSA 8 and shall be installed in accordance with the manufacturer's installation instructions are prohibited.~~

- (40) Section G2445 is amended to read as follows:

SECTION G2443 UNVENTED ROOM HEATERS

~~G244G2443.1 (IFGC 621.1) General~~ Prohibited installation. Installation of unvented room heaters is prohibited. ~~Unvented room heaters shall be tested~~

~~in accordance with ANSI Z21.11.2 and shall be installed in accordance with the conditions of the listing and the manufacturer's installation instructions.~~

- (41) Section P2904 is deleted in its entirety and replaced with a new section to read as follows:

SECTION P2904 DWELLING UNIT FIRE SPRINKLER SYSTEMS

P2904.1 General. The design and installation of residential fire sprinkler systems shall comply with all applicable provisions of the *International Fire Code* as adopted by the Town of Frisco, Colorado.

- (42) Section P3103.1 is amended to read as follows:

P3103.1 Roof extension. All open vent pipes which extend through a roof shall be terminated ~~at least 6~~ 12 inches (306 mm) above the roof ~~or 6 inches above the anticipated snow accumulation~~, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

§ 65-4. Amendments to the *International Fire Code*. The following sections of the 2024 edition of the *International Fire Code* are hereby revised by deleting the stricken text and adding the capitalized, double-underlined text as follows:

CHAPTER 1

Section 105.1.2 is modified as follows:

105.1.2 Types of permits.

There shall be two types of permits as follows:

1. Operational permit. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.5 for either:

1.1. A prescribed period.

1.2. Until renewed or revoked.

2. Construction permits. A CONSTRUCTION PERMIT ALLOWS THE APPLICANT TO CONSTRUCT, ENLARGE, ALTER, REPAIR, MOVE, DEMOLISH, OR CHANGE THE OCCUPANCY OF A BUILDING OR STRUCTURE, THE LIKES OF WHICH ARE REGULATED BY THIS CODE. A construction permit ALSO allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.6.

Section 105.5.36 is modified as follows:

105.5.36 Open burning.

An operational permit is required for the kindling or maintenance of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to.

Exception: ~~Recreational fires.~~

Section 105.5.51 is modified as follows:

105.5.51 Temporary membrane structures, special event structures and tents.

An operational permit is required to operate an air-supported temporary membrane structure, a temporary *special event structure* or a tent having an AGGREGATE area in excess of ~~400~~200 square feet (18.58 m²).

Exceptions:

1. Tents used exclusively for recreational camping purposes
2. Tents, curtains and extensions attached thereto, when used for funeral services
3. Tents open on all sides, which comply with all of the following:
 - 3.1 Individual tents having a maximum size of ~~700~~200 square feet (18.58 m²).
 - 3.2 The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m²) total.
 - 3.3 A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.

Section 105.5.55 is modified as follows:

105.5.55 Temporary heating or cooking in tents or membrane structures. WHERE REQUIRED BY LOCAL REGULATIONS, an operational permit is required to operate temporary heating or cooking equipment within tents or membrane structures.

Section 105.5.57 is modified as follows:

105.5.57 Temporary heating for construction sites.

WHERE REQUIRED BY LOCAL REGULATIONS, an operational permit is required to operate temporary heating equipment in structures during the course of construction, *alteration*, or demolition.

Section 105.6.26 add the following new provision:

105.6.26 WILDFIRE MITIGATION.

A CONSTRUCTION PERMIT IS REQUIRED TO PERFORM THE DEFENSIBLE SPACE REQUIREMENTS OF APPENDIX Q THAT DO NOT FALL UNDER A VOLUNTARY WILDFIRE MITIGATION PROGRAM.

Section 112.1.1 add the following new provision:

112.1.1 PROCEDURES.

TO REQUEST A HEARING BEFORE THE BOARD OF APPEALS, THE APPLICANT SHALL FILE A REQUEST IN WRITING TO THE *FIRE CODE OFFICIAL*. THE *FIRE CODE OFFICIAL* SHALL ARRANGE FOR THE BOARD OF APPEALS TO MEET WITHIN 20 WORKING DAYS FROM RECEIPT OF THE REQUEST. ALL APPLICABLE FEES AS STATED IN THE FIRE DISTRICT FEE SCHEDULE SHALL BE PAID WHEN THE WRITTEN REQUEST IS MADE.

Section 112.3 is modified as follows:

112.3 Qualifications.

The board of appeals shall consist of members who are qualified by experience and training on matters pertaining to the provisions of this code ~~and are not employees of the jurisdiction.~~

Section 113.4 is modified as follows:

113.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the *fire code official*, or of a permit or certificate used under the provisions of this code, shall be guilty of a violation of this code punishable as set forth in Chapter 1, Section 14 of the Code of Ordinances of the Town of Frisco

CHAPTER 2

The General Definitions are modified as follows:

GENERAL DEFINITIONS

CONTROLLED BURNING. ANY FIRE INTENTIONALLY IGNITED TO MEET SPECIFIC LAND MANAGEMENT OBJECTIVES, SUCH AS REDUCING FLAMMABLE FUELS, RESTORE ECOSYSTEM HEALTH, RECYCLE NUTRIENTS, OR PREPARE AN AREA FOR NEW TREES OR VEGETATION. CONTROLLED BURNING MAY ALSO BE KNOWN BY THE TERM "PILE BURNING" AND "PRESCRIBED BURNING."

DEFENSIBLE SPACE. AN AREA EITHER NATURAL OR MAN-MADE, WHERE MATERIAL CAPABLE OF ALLOWING A FIRE TO SPREAD UNCHECKED HAS BEEN TREATED, CLEARED OR MODIFIED TO SLOW THE RATE AND INTENSITY OF AN ADVANCING WILDFIRE AND TO CREATE AN AREA FOR FIRE SUPPRESSION OPERATIONS TO OCCUR.

FIRE AREA. The aggregate floor area enclosed and bounded by fire walls MEETING THE REQUIREMENTS OF SECTION 706 OF THE INTERNATIONAL BUILDING CODE

AND fire barriers, exterior walls or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor above. **FOR BUILDINGS CONSTRUCTED UNDER THE INTERNATIONAL RESIDENTIAL CODE, THE FIRE AREA IS THE AGGREGATE FLOOR AREA ENCLOSED AND BOUNDED BY THE INTERIOR SIDE OF THE DRYWALL OR FINISHED WALL.**

STRUCTURE IGNITION ZONE (HIZ). THE STRUCTURE AND THE AREA AROUND THE STRUCTURE (OR STRUCTURE). THE HIZ TAKES INTO ACCOUNT BOTH THE POTENTIAL OF THE STRUCTURE TO IGNITE AND THE QUALITY OF *DEFENSIBLE SPACE* SURROUNDING IT.

MITIGATION. ACTION THAT MODERATES THE SEVERITY OF A FIRE HAZARD OR RISK.

MOBILE FUELING. The operation of dispensing liquid fuels from tank vehicles into the fuel tanks of motor vehicles. Mobile fueling may also be known by the terms "Mobile fleet fueling," "Wet fueling," and "Wet hosing," OR "HOT FUELING."

PERMANENT FIRE RING. A PERMANENTLY CONSTRUCTED FEATURE WITHOUT AIR GAPS IN ITS SURROUNDING SIDES AND A SOLID BOTTOM, OR EARTHEN BOTTOM FREE OF ROOTS AND OTHER ORGANIC MATERIAL, USED TO CONTAIN CAMPFIRE AND PREVENT THEM FROM SPREADING AND TURNING INTO A WILDFIRE.

PORTABLE OUTDOOR FIREPLACE. A COMMERCIALY DESIGNED AND MANUFACTURED DEVICE WITH A SCREEN THAT PREVENTS EMBER EMISSIONS.

STRUCTURE. THAT WHICH IS BUILT OR CONSTRUCTED.

TREE CROWN. THE PRIMARY AND SECONDARY BRANCHES GROWING OUT FROM THE MAIN STEM, TOGETHER WITH TWIGS AND FOLIAGE.

WILDLAND-URBAN INTERFACE. THAT GEOGRAPHICAL AREA WHERE STRUCTURES AND OTHER HUMAN DEVELOPMENT MEETS OR INTERMINGLES WITH WILDLAND OR VEGETATIVE FUELS.

CHAPTER 3

Section 304.1.3 is modified as follows:

304.1.3 Vegetation.

Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.

Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with ~~the International Wildland-Urban Interface Code~~APPENDIX Q. LOCAL CODES, POLICIES, AND ORDINANCES.

Section 304.3.4 is modified as follows:

304.3.4 Capacity of 1 cubic yard or more.

Dumpsters with an individual capacity of 1.0 cubic yard [200 gallons (0.76 m³)] shall not be stored in buildings or placed within 5 feet (1524 mm) of combustible walls, openings or combustible roof eave lines unless the dumpsters are constructed of noncombustible materials or low heat release materials in accordance with Section 304.3.2.

Exceptions:

1. Dumpsters in areas protected by an approved automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Storage in a structure shall not be prohibited where the structure is of Type I or IIA construction, located not less than 10 feet (3048 mm) from other buildings and used exclusively for dumpster or container storage.
3. STORAGE IN A STRUCTURE SHALL NOT BE PROHIBITED WHERE THE STRUCTURE COMPLIES WITH LOCAL CODES, POLICIES, AND ORDINANCES AS MANDATED BY THE AUTHORITY HAVING JURISDICTION.

Section 304.3.5 is modified as follows:

304.3.5 Capacity exceeding 1.5 cubic yards.

Dumpsters and containers with an individual capacity of 1.5 cubic yards [40.5 cubic feet (1.15 m³)] or more shall not be stored in buildings or placed within 5 feet (1524 mm) of combustible walls, openings or combustible roof eave lines.

Exceptions:

1. Dumpsters or containers that are placed inside buildings in areas protected by an approved automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Storage in a structure shall not be prohibited where the structure is of Type I or IIA construction, located not less than 10 feet (3048 mm) from other buildings and used exclusively for dumpster or container storage.
3. STORAGE IN A STRUCTURE SHALL NOT BE PROHIBITED WHERE THE STRUCTURE IS IN COMPLIANCE WITH LOCAL CODES, POLICIES, AND ORDINANCES AS MANDATED BY THE AUTHORITY HAVING JURISDICTION.

Section 308.1.5 is modified as follows:

308.1.5 Open-flame devices in wildfire risk areas.

Torches and other devices, machines or processes liable to start or cause fire shall ~~not be operated or used in or on wildfire risk areas, except by a permit in accordance with Section 405.5 secured from the fire code official.~~ COMPLY WITH LOCAL FIRE RESTRICTIONS.

Exception: Use within inhabited premises or designated campsites that are not less than 30 feet (9144 mm) from grass-, grain-, brush- or forest-covered areas.

Section 308.1.7 is modified as follows:

308.1.7 Sky lanterns.

A person shall not release or cause to be released an ~~untethered~~ sky lantern UNLESS OTHERWISE APPROVED BY THE FIRE CODE OFFICIAL.

Section 311.2.2 is amended as follows:

311.2.2 Fire protection.

Fire protection systems shall be maintained in an operable condition at all times.

Exceptions:

1. Where the premises have been cleared of all combustible materials and debris and, in the opinion of the *fire code official*, the type of construction, *fire separation distance* and security of the premises do not create a fire hazard.
2. Where approved by the *fire code official*, buildings that will not be heated and where *fire protection systems* will be exposed to freezing temperatures, fire alarm and *automatic sprinkler systems* are permitted to be placed out of service and standpipes are permitted to be maintained as dry systems (without an automatic water supply), provided that the building does not have contents or storage, and windows, doors and other openings are secured to prohibit entry by unauthorized persons.
3. Where *approved* by the *fire code official*, fire alarm and *automatic sprinkler systems* are permitted to be placed out of service in seasonally occupied buildings: that will not be heated; where fire protection systems will be exposed to freezing temperatures; where *fire areas* do not exceed ~~42,000~~6,000 square feet (~~4115~~557.42 m²); ~~and~~OR that do not store motor vehicles or hazardous materials.

Section 313.1 is modified as follows:

313.1 General.

Fueled equipment including, but not limited to, motorcycles, mopeds, AND THE LIKE~~lawn-care equipment and portable generators~~, shall not be stored, operated, or repaired within a building.

Section 315.3 is modified as follows:

315.3 Storage in buildings.

Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or

shielding so that ignition cannot occur. STORAGE ROOM DOORS SHALL BE PROVIDED WITH APPROVED SIGNAGE.

315.3.1 Ceiling clearance.

Storage shall be maintained 2 feet (610 mm) or more below the ceiling in nonsprinklered areas of buildings or not less than 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

Exceptions:

1. The 2-foot (610 mm) ceiling clearance is not required for storage along walls in nonsprinklered areas of buildings WHERE THE SHELVING DOES NOT EXCEED 30-INCHES (762 MM) IN DEPTH.
2. The 18-inch (457 mm) ceiling clearance is not required for storage along walls in areas of buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

315.3.3 Equipment rooms.

Combustible materials shall not be stored in boiler rooms, mechanical rooms, elevator machine rooms, electrical equipment rooms, ~~or in fire command centers,~~ OR OTHER ROOMS WHERE A POTENTIAL IGNITION SOURCE EXISTS, AS DETERMINED BY THE FIRE CODE OFFICIAL, as specified in Section 508.1.5.

Section 320.1 is modified as follows:

320.1 General.

The storage of lithium-ion and lithium-metal batteries shall comply with Section 320 AND APPLICABLE STATE STATUTES.

Exceptions:

1. New or refurbished batteries installed in the equipment, devices or vehicles they are designed to power.
2. New or refurbished batteries packed for use with the equipment, devices or vehicles they are designed to power.
3. Batteries in original retail packaging that are rated at not more than 300 watt-hours for lithium-ion batteries or contain not more than 25 grams of lithium metal for lithium metal batteries.
4. Temporary storage of batteries or battery components during the battery manufacturing process prior to completion of final quality control checks.
5. Temporary storage of batteries during the vehicle manufacturing or repair process.

Section 322.4 is modified as follows:

322.4 Battery charging areas.

Where *approved*, powered micromobility devices shall BE permitted to be charged in a room or area that complies with all of the following:

1. Only listed devices utilizing listed charging equipment shall be permitted to be charged.

2. Is provided with sufficient electrical receptacles to allow the charging equipment for each device to be directly connected to a receptacle. Extension cords and relocatable power taps shall not be used.
3. Storage of combustible materials, combustible waste or hazardous materials shall not be permitted.
4. The charging operation shall not be conducted in or obstruct any required means of egress.
5. Removable storage batteries shall not be stacked or charged in an enclosed cabinet unless the cabinet is specially designed and *approved* for such purpose.
6. A minimum distance of 18 inches (457.2 mm) shall be maintained between each removable storage battery during charging operations unless each battery is isolated from neighboring batteries by an *approved* fire-resistant material.
7. A minimum of 18 inches (457.2 mm) shall be maintained between the location of the battery on each powered micromobility device during charging operations.
8. The ~~indoor room or area~~BUILDING shall be protected by an APPROVED fire alarm system utilizing ~~air-aspirating smoke detectors or radiant energy-sensing fire detection~~.

Section 323.1 add the following new provision:

323.1 ELECTRIC VEHICLE CHARGING STATIONS INSIDE A STRUCTURE.
ELECTRIC VEHICLE CHARGING STATIONS INSTALLED INSIDE A STRUCTURE SHALL BE INSTALLED IN COMPLIANCE WITH NFPA 70, STATE AND LOCAL REQUIREMENTS. EV CHARGING STATIONS SHALL BE INSTALLED IN IMMEDIATE PROXIMITY TO AN EXIT THAT IS APPROPRIATELY SIZED FOR THE VEHICLE.

EXCEPTION:

ONE- AND TWO-FAMILY DWELLINGS BUILT UNDER THE INTERNATIONAL RESIDENTIAL CODE

CHAPTER 4

Section 403.11.3.1 is modified as follows:

403.11.3.1 Number of crowd managers.

Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons IN A CONTROLLED ACCESS AREA or portion thereof, shall be provided for the gathering.

Exceptions:

1. Outdoor events IN A CONTROLLED ACCESS AREA with fewer than ~~4,000~~500 persons in attendance shall not require crowd managers.
2. Assembly occupancies used exclusively for religious worship with an occupant load not exceeding ~~4,000~~500 shall not require crowd managers.
3. The number of crowd managers shall be reduced where, in the opinion of the *fire code official*, the fire protection provided by the facility and the nature of the event warrants a reduction.

CHAPTER 5

Section 505.1 is deleted in its entirety and replaced with a new section 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 on structures more than one-hundred (100) feet from the public way shall be a minimum of 12 inches (152.4 mm) high with a minimum stroke width of 1.5 inches (38 mm) and numbers and characters on structures more than fifty (50) but less than one-hundred (100) feet from the public way shall be a minimum of 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.

Section 506.1.2 is modified as follows:

506.1.2 Key boxes for ~~nonstandardized~~ fire service elevator keys.

Key boxes provided for ~~nonstandardized~~ fire service elevator keys shall comply with Section 506.1 and all of the following:

1. The key box shall be compatible with an existing rapid entry key box system in use in the jurisdiction and *approved* by the *fire code official*.
2. The front cover shall be permanently labeled with the words "FIRE DEPARTMENT USE ONLY—ELEVATOR KEYS."
3. The key box shall be mounted at each elevator bank at the lobby nearest to the lowest level of fire department access.
4. The key box shall be mounted 5 feet 6 inches (1676 mm) above the finished floor to the right side of the elevator bank.
5. Contents of the key box are limited to fire service elevator keys. Additional elevator access tools, keys and information pertinent to emergency planning or elevator access shall be permitted where authorized by the *fire code official*.
6. In buildings with two or more elevator banks, a single key box shall be permitted to be used where such elevator banks are separated by not more than 30 feet (9144 mm). Additional key boxes shall be provided for each individual elevator or elevator bank separated by more than 30 feet (9144 mm).

Section 508.1 is modified as follows:

508.1 General.

Where required by other sections of this code, BUILDINGS, STRUCTURES, FACILITIES THAT ARE GREATER THAN 50,000 SQUARE FEET (4645 M²), AND IN all buildings classified as high-rise buildings by the *International Building Code*, ~~and in F-1 and S-1 occupancies with a building footprint greater than 500,000 square feet (46,452 m²)~~ a *fire command center* for fire department operations MAY be provided, AS REQUIRED BY THE FIRE CODE OFFICIAL, and shall comply with Sections 508.1.1 through 508.1.7.

Section 509.2.1 add the following new provision:

Section 509.2.1 add the following new provision:

509.2.1 SPRINKLER VALVE ROOM DOOR.

WHERE ALLOWED BY THE INTERNATIONAL BUILDING CODE, SPRINKLER VALVE ROOM ACCESS DOORS SHALL SWING OUT FROM THE ROOM AND BE EQUIPPED WITH PANIC HARDWARE.

CHAPTER 6

Section 601.1 is modified as follows:

601.1 Scope.

The provisions of this chapter shall apply to the installation, operation, testing, ~~and maintenance,~~ AND IDENTIFICATION of the following building services and systems:

1. Electrical systems, equipment and wiring.
2. Information technology server rooms.
3. Elevator systems, emergency operation and recall.
4. Fuel-fired appliances, heating systems, chimneys and fuel oil storage.
5. Commercial cooking equipment and systems.
6. Commercial cooking oil storage.
7. Mechanical refrigeration systems.
8. Hyperbaric facilities.
9. Clothes dryer exhaust systems.
10. STORAGE ROOMS.
11. FIRE COMMAND ROOMS.
12. SPRINKLER RISER ROOMS.

Section 604.6.2.4 is modified as follows:

604.6.2.4 Responsibility to provide keys.

The building *owner* shall provide up to ~~three~~FIVE standardized fire service elevator keys where required by the *fire code official*, upon installation of a standardized fire service key switch or switches in the building.

Section 605.2.1.6 add the following new provision:

605.2.1.6 CHIMNEYS AND HEATING APPLIANCES.

CHIMNEYS AND FIREBOXES FOR SOLID FUEL BURNING APPLIANCES SHALL BE INSPECTED ANNUALLY FOR SOUNDNESS, CORROSION, PROPER SUPPORT, AND FREEDOM FROM COMBUSTIBLE DEPOSITS BY A QUALIFIED INDIVIDUAL OR COMPANY. A CERTIFICATE OF INSPECTION IN A FORM ACCEPTABLE TO THE FIRE CODE OFFICIAL SHALL BE TRANSMITTED.

Section 605.8 is modified as follows:

605.8 Gas AND UTILITY meters.

Above-ground gas AND UTILITY meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an *approved* manner. GAS AND UTILITY METERS AND PIPING SHALL BE PROTECTED FROM SNOW & ICE SHEDDING FROM A ROOF AREA. SNOW AND ICE BUILD-UP AROUND GAS & UTILITY METERS SHALL BE KEPT CLEAR AT ALL TIMES.

Section 608.2 is modified as follows:

608.2 Permits.

An operational permit ~~shall~~MAY be ~~obtained~~REQUIRED for refrigeration systems as set forth in Section 105.5.46.

CHAPTER 8

Section 803.13 is modified as follows:

803.13 Laminated products factory produced with OR WITHOUT an attached wood substrate.

Laminated products factory produced with OR WITHOUT an attached wood substrate shall comply with one of the following:

1. The laminated product shall meet the criteria of Section 803.1.1 when tested in accordance with NFPA 286 using the product mounting system, including adhesive, of actual use.
2. The laminated product shall have a Class A, B or C flame spread index and smoke-developed index based on the requirements of Table 803.3, in accordance with ASTM E84 or UL 723. Test specimen preparation and mounting shall be in accordance with ASTM E2579.

CHAPTER 9

Section 901.4.2 is modified as follows:

901.4.2 Nonrequired fire protection systems.

Fire protection and life safety systems required by this code, ~~or the International Building Code,~~ OR THE INTERNATIONAL RESIDENTIAL CODE shall be ~~allowed to be furnished for partial or~~ INSTALLED THROUGHOUT A BUILDING FOR complete protection, provided that such installed system meets the applicable requirements of this code, ~~and the International Building Code,~~ AND THE INTERNATIONAL RESIDENTIAL CODE.

Section 901.4.4 is modified as follows:

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~~ 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.~~

Section 903.2.1 is modified as follows:

903.2.1.1 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 m²).
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.

903.2.1.2 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 m²).

2. The fire area has an occupant load of ~~400~~50 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.1.3 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 m²).
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.

903.2.1.4 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 m²).
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.

903.2.1.6 Assembly occupancies on roofs.

Where an occupied roof has an assembly occupancy with an occupant load exceeding ~~100~~50 for Group A-2 and 300 for other Group A occupancies, ~~all floors between the occupied roof and the level of exit discharge shall be equipped with an automatic sprinkler system in~~ AN AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT ~~stories~~THE BUILDING in accordance with Section 903.3.1.1 or 903.3.1.2.

Exception: ~~Open parking garages of Type I or Type II construction.~~

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~~50 or more.

Section 903.2.2 is modified as follows:

903.2.2 Ambulatory care facilities.

An automatic sprinkler system shall be installed throughout the entire ~~floor~~BUILDING containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

~~In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.~~

Exception: ~~Floors classified as an open parking garage are not required to be sprinklered.~~

903.2.2.2 Laboratories involving research and development or testing.

An *automatic sprinkler system* shall be installed throughout ~~the fire areas~~BUILDINGS utilized for the research and development or testing of lithium-ion or lithium metal batteries.

Section 903.2.3 is modified as follows:

903.2.3 Group E.

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 12,000 square feet (1115 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of ~~300~~50 or more.

Section 903.2.7 is modified as follows:

903.2.7 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 m²).
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 m²).
4. THE GROUP M FIRE AREA HAS AN OCCUPANT LOAD OF 50 OR MORE.

Section 903.2.9 is modified as follows:

903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000~~6,000 square feet (~~1115~~557.42 m²).
2. A Group S-1 fire area is located more than ~~three~~TWO stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds ~~24,000~~6,000 square feet (~~1115~~557.42 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4m²).

903.2.9.1 Repair garages.

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding ~~10,000~~6,000 square feet (~~929.03~~ 557.42 m²).
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding ~~12,000~~6,000 square feet (~~1115~~557.42 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

Section 903.2.10 is modified as follows:

903.2.10 Group S-2 parking garages.

An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the *fire area* of the enclosed parking garage, in accordance with Section 406.6 of the *International Building Code*, exceeds ~~12,000~~6,000 square feet (~~1115~~ 557.42 m²).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the *International Building Code*, is located beneath other groups.

Exception: ~~Enclosed parking garages located beneath Group R-3 occupancies.~~

5. Where the *fire area* of the open parking garage, in accordance with Section 406.5 of the *International Building Code*, exceeds 48,000 square feet (4460 m²).

Section 903.2.11.1 is modified as follows:

903.2.11.1 Stories without openings.

An automatic sprinkler system shall be installed throughout all ~~stories~~BUILDINGS, ~~including basements, of all buildings~~ where the floor area OF THE STORY EXCEEDS 1,500 square feet (139 m²) and where the story does not comply with the following criteria for exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with Section 1011 or an outside ramp complying with Section 1012. Openings shall be located in each 50 linear feet (15,240mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the lineal distance between adjacent openings does not exceed 50 feet (15,240 mm).
2. Openings entirely above the adjoining ground level totaling not less than 20 square feet (1.86 m²) in each 50 linear feet (15,240 mm), or fraction thereof, of exterior wall in the story on not fewer than one side. The required openings shall be distributed such that the lineal distance between adjacent openings does not exceed 50 feet (15,240 mm). The height of the bottom of the clear opening shall not exceed 44 inches (1118 mm) measured from the floor.

903.2.11.1.2 Openings on one side only.

Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the ~~story~~BUILDING shall be equipped throughout with an *approved* automatic sprinkler system, or openings shall be provided on not fewer than two sides of the story.

903.2.11.1.3 Basements.

Where any portion of a basement is located more than 75 feet (22,860 mm) from openings required by Section 903.2.11.1, or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams, the ~~basement~~BUILDING shall be equipped throughout with an *approved* automatic sprinkler system.

Section 903.2.11.3 is modified as follows:

903.2.11.3 Buildings 55 feet or more in height.

An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more located 55 feet (16,764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1. ~~Occupancies in Group F-2.~~

Section 903.2.13 add the following new provision:

903.2.13 GROUP B OR MIXED OCCUPANCIES.

AN AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT ALL BUILDINGS CONTAINING GROUP B OR MIXED OCCUPANCIES WHERE ONE OF THE FOLLOWING CONDITIONS EXISTS:

1. THE FIRE AREA EXCEEDS 6,000 SQUARE FEET (557.42 M²).
2. WHERE THE COMBINED FIRE AREAS OF GROUP B AND MIXED OCCUPANCIES ON ALL FLOORS INCLUDING MEZZANINES AND BASEMENTS IS GREATER THAN 6,000 SQUARE FEET (557.42 M²).

Section 903.2.14 add the following new provision:

903.2.14 BUILDINGS CONSTRUCTED UNDER THE INTERNATIONAL RESIDENTIAL CODE.

AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.3 OR P2904 OF THE INTERNATIONAL RESIDENTIAL CODE SHALL BE PROVIDED THROUGHOUT ALL DETACHED ONE AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES), COMPLYING WITH THE REQUIREMENTS OF THE *INTERNATIONAL RESIDENTIAL CODE*, WHOSE TOTAL AGGREGATE FIRE AREA EXCEEDS 4,500 SQUARE FEET (418.06 M²).

EXCEPTION: UNLESS OTHERWISE REQUIRED BY MORE RESTRICTIVE LOCAL CODES, POLICIES, AMENDMENTS, ORDINANCES, OR PLAT NOTE.

Section 905.3.1 is modified as follows:

905.3.1 Height.

Class III standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below *grade plane*.
2. The floor level of the highest story is located more than 30 feet (9144 mm-) above the lowest level of the fire department vehicle access.
3. The floor level of the lowest story is located more than 30 feet (9144 mm-) below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.

4. Class I standpipes are allowed in basements equipped throughout with an automatic *sprinkler system*.
5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
 - 6.1. Recessed loading docks for four vehicles or less.
 - 6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

Section 905.3.1.1 add the following new provision:

905.3.1.1 BUILDING AREA.

IN BUILDINGS EXCEEDING 10,000 SQ. FT. (929 M²) WITHIN SURROUNDING EXTERIOR WALLS, AN APPROVED CLASS I STANDPIPE SYSTEM SHALL BE PROVIDED WHERE ANY PORTION OF THE BUILDING'S INTERIOR IS MORE THAN 140 FEET (42.67 M) OF TRAVEL, VERTICALLY AND/OR HORIZONTALLY, FROM THE NEAREST POINT OF FIRE DEPARTMENT VEHICLE ACCESS.

Section 905.4 is modified as follows:

905.4 Location of Class I standpipe hose connections.

Class I standpipe hose connections shall be provided in all of the following locations:

3. In every required *interior exit stairway* or *exterior exit stairway*, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at the ~~main floor~~ INTERMEDIATE landing unless otherwise *approved* by the *fire code official*.

Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22,860 mm) apart.

4. On each side of the wall adjacent to the exit opening of a horizontal *exit*.

Exception: Where floor areas adjacent to a horizontal *exit* are reachable from an *interior exit stairway* or *exterior exit stairway* hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30,480 mm) of hose, a hose connection shall not be required at the horizontal *exit*.

3. In every *exit passageway*, at the entrance from the *exit passageway* to other areas of a building.

Exception: Where floor areas adjacent to an *exit passageway* are reachable from an *interior exit stairway* or *exterior exit stairway* hose connection by a 30-foot (9144 mm) hose

stream from a nozzle attached to 100 feet (30,480 mm) of hose, a hose connection shall not be required at the entrance from the *exit passageway* to other areas of the building.

6. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an *exit passageway* or *exit corridor* to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an *exit passageway* or *exit corridor* to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), a hose connection shall be located to serve the roof or at the highest landing of an *interior exit stairway* with access to the roof provided in accordance with Section 1011.12.
6. Where the most remote portion of a nonsprinklered floor or story is more than ~~150~~ 140 feet (~~45-720~~42,672 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than ~~200~~140 feet (~~60-960~~42,672 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in *approved* locations.

Section 907.6.6 is modified as follows:

907.6.6 Monitoring.

Fire alarm systems required by this chapter, ~~or by the International Building Code,~~ OR THE INTERNATIONAL RESIDENTIAL CODE shall be monitored by an *approved* supervising station in accordance with NFPA 72.

Exception: Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one- and two- family dwellings.

Section 915.1 is modified as follows:

915.1 General.

Carbon monoxide detection shall be installed in new buildings in accordance with Sections 915.1.1 AND IN ACCORDANCE WITH STATE STATUTE. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9 AND IN ACCORDANCE WITH STATE STATUTE.

Exception: Carbon monoxide detection is not required in Group S, Group F and Group U occupancies that are not normally occupied, SO LONG AS THE EXEMPTION OF THESE OCCUPANCIES IS ALLOWED BY STATE STATUTE.

CHAPTER 11

Section 1103.5.6 add the following new provisions:

1103.5.6 ADDITIONS AND ALTERATIONS TO EXISTING BUILDINGS.

EXISTING BUILDINGS CONSTRUCTED PRIOR TO THE ADOPTION OF THIS CODE, WITH A FIRE AREA EXCEEDING 6,000 SQUARE FEET (557.42 M²), 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 EXISTING BUILDINGS WITH A FIRE AREA NOT EXCEEDING 6,000SQ. FT. (577 M²).

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 6,000 SQUARE FEET (557.42 M²).

1103.5.6.2 EXISTING BUILDINGS WITH A FIRE AREA EXCEEDING 6,000 SQ. FT. (577 M²).

AN AUTOMATIC SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT A BUILDING UNDERGOING ADDITIONAL WORK THAT INCREASES THE FIRE AREA OF THE EXISTING STRUCTURE.

1103.5.6.3 ALTERATIONS TO EXISTING BUILDINGS WITH A FIRE AREA EXCEEDING 6,000 SQ. FT. (577 M²).

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 ADDITIONS CONSTRUCTED UNDER THE INTERNATIONAL RESIDENTIAL CODE.

FOR BUILDINGS BUILT UNDER THE INTERNATIONAL RESIDENTIAL CODE AN AUTOMATIC SPRINKLER SYSTEM SHALL BE REQUIRED TO PROTECT ONLY THE ADDITION TO AN EXISTING STRUCTURE WHEN:

1. THE ADDITION INCREASES THE FLOOR AREA OF THE STRUCTURE TO MORE THAN 4500 SQUARE FEET (418.06 SQUARE METERS), OR;
2. THE ADDITION IS ADDED TO AN EXISTING STRUCTURE THAT IS MORE THAN 4500 SQUARE FEET (418.06 SQUARE METERS) PRIOR TO THE ADDITION.

EXCEPTION: A ONE-TIME ADDITION TO AN EXISTING STRUCTURE OF 500 SQUARE FEET OR LESS.

1103.5.6.5 ADDITIONS, ALTERATIONS, REMODELS CONSTRUCTED UNDER THE INTERNATIONAL RESIDENTIAL CODE.

FOR BUILDINGS BUILT UNDER THE INTERNATIONAL RESIDENTIAL CODE, AN AUTOMATIC SPRINKLER SYSTEM SHALL BE REQUIRED TO PROTECT AN ADDITION AND BE INSTALLED THROUGHOUT AN EXISTING STRUCTURE WHEN:

1. THE ADDITION IS GREATER THAN 4500 SQUARE FEET (418.06 SQUARE METERS). OR;
2. AN ALTERATION AND ADDITION TO AN EXISTING STRUCTURE INCREASES THE FLOOR AREA TO MORE THAN 4500 SQUARE FEET (418.06 SQUARE METERS) AND REMODEL WORK IS PROPOSED IN A WORK AREA THAT IS MORE THAN 50% OF THE FLOOR AREA OF THE EXISTING STRUCTURE AND THAT REMODEL WORK INCLUDES FLOOR PLAN RECONFIGURATION AND/OR INTERIOR FRAMED WALL AND CEILING MATERIAL REPLACEMENT SUCH AS DRYWALL OR THE LIKE. OR;
3. AN EXISTING HOME THAT HAS HAD AN ADDITION THAT INCREASED THE FLOOR AREA TO GREATER THAN 4500 SQUARE FEET (418.06 SQUARE METERS), SINCE THE ADOPTION OF THIS CODE, THAT PROPOSES A NEW REMODELED WORK AREA THAT IS MORE THAN 50% OF THE ORIGINAL STRUCTURE'S FLOOR AREA AND INCLUDES FLOOR PLAN RECONFIGURATION AND/OR INTERIOR FRAMED WALL AND CEILING MATERIAL REPLACEMENT, SUCH AS DRYWALL OR THE LIKE.

EXCEPTION:

1. ATTACHED FLOOR AREA ADDITIONS OR REMODEL WORK AREAS TO EXISTING STRUCTURES THAT PROVIDE AN APPROVED, DEED RESTRICTED, ACCESSORY DWELLING UNIT (ADU) ON THE PROPERTY SHALL NOT REQUIRE AUTOMATIC SPRINKLERS WHEN THE MINIMUM FIRE SEPARATION BETWEEN THE EXISTING STRUCTURE AND THE ADU ARE SEPARATED BY A ONE-HOUR FIRE SEPARATION, AND THE ADU HAS A SEPARATE EXIT.
2. A ONE-TIME ADDITION TO AN EXISTING STRUCTURE OF 500 SQUARE FEET OR LESS.

Section 1103.6.1 is modified as follows:

1103.6.1 Existing multi-story buildings.

Existing buildings with occupied floors located more than ~~50~~40 feet (~~15240~~12,192 mm) above the lowest level of fire department access or more than ~~50~~40 feet (~~15240~~12,192 mm) below the highest level of fire department access shall be equipped with standpipes.

CHAPTER 31

Section 3103.5 is modified as follows:

3103.5 Construction documents.

A detailed site and floor plan for *tents* or *membrane structures* ~~with an occupant load of 50 or more~~ shall be provided with each application for approval. The *tent* or *membrane structure* floor plan shall indicate details of the *means of egress* facilities, seating capacity, arrangement of the seating and location and type of heating and electrical equipment. The *construction documents* shall include an analysis of structural stability. Water-filled vessels used to anchor a *tent* or *membrane structure* shall be in accordance with Section 3103.8.1.

CHAPTER 80:

Chapter 80 is modified as follows:

REFERENCED STANDARDS

APPENDIX B

Adopted.

APPENDIX C

Adopted.

APPENDIX D

Adopted.

Section D103.6 is modified as follows:

D103.6 Signs.

Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2 AND AT INTERVALS AS REQUIRED BY THE FIRE CODE OFFICIAL.

APPENDIX E

Adopted.

APPENDIX F

Adopted.

APPENDIX G

Adopted.

APPENDIX H

Adopted.

APPENDIX I

Adopted.

APPENDIX J

Adopted.

Section J101.1 is modified as follows:

J101.1 Scope.

New buildings shall have a building information sign(s) that shall comply with Sections J101.1.1 through J101.7. Existing buildings ~~shall~~MAY be brought into conformance with Sections J101.1 through J101.9 when one of the following occurs:

1. The fire department conducts an annual inspection intended to verify compliance with this section, or any required inspection.
2. A change in use or occupancy has occurred.

APPENDIX K

Adopted.

APPENDIX L

Adopted.

APPENDIX M

Adopted.

APPENDIX N

Adopted.

Section N103.3 is modified as follows:

N103.3 Crowd managers.

Where events involve a gathering of more than ~~1,000~~500 people, trained crowd managers shall be provided in accordance with Section 403.11.3.

APPENDIX O

Adopted.

APPENDIX P

Add a new Appendix P as follows:

FIRE REGULATIONS.

THIS APPENDIX HELPS LAND MANAGEMENT AGENCIES REDUCE FIRE RISK AND PREVENT WILDFIRES IN SUMMIT COUNTY, WHICH HAS ABOVE-AVERAGE EXPOSURE TO THE WILDLAND URBAN INTERFACE (WUI).

SECTION P101 **GENERAL**

P101.1 SCOPE.

THIS APPENDIX IS INTENDED TO IDENTIFY THE RESTRICTIONS ON RECREATIONAL FIRES, OPEN BURNING, FIRE MANAGEMENT, SMOKING, AND USING CHAINSAWS UNDER CONDITIONS NOT COVERED BY ANY FEDERAL, STATE, OR LOCAL FIRE RESTRICTIONS.

SECTION P201 **DEFINITIONS**

P201.1 DEFINITIONS.

THE FOLLOWING TERMS ARE DEFINED IN CHAPTER 2:

CONTROLLED BURNING

OPEN BURNING

PERMANENT FIRE RING

PORTABLE OUTDOOR FIREPLACE

RECREATIONAL FIRE

SECTION P301 **RECREATIONAL FIRE**

P301.1 RECREATIONAL FIRE.

OUTDOOR RECREATIONAL FIRES ON PRIVATE PROPERTY SHALL BE ALLOWED UNDER THE FOLLOWING CONDITIONS:

1. A VALID PERMIT HAS BEEN ISSUED.
2. THE FIRE IS CONTAINED TO:
 - 2.1 PERMANENT OUTDOOR FIREPLACE OR FIRE RING WITH A SCREEN TO REDUCE THE SPREAD OF EMBERS.
 - 2.2 PORTABLE OUTDOOR FIREPLACE THAT IS ASSEMBLED, LOCATED, AND OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS WITH A SCREEN TO REDUCE THE SPREAD OF EMBERS.
 - 2.3 A COMMERCIALLY DESIGNED CHIMINEA WITH A SCREEN TO REDUCE THE SPREAD OF EMBERS.
3. THE AREA DIRECTLY UNDERNEATH THE FIREPLACE OR CHIMINEA IS BARREN.
4. THE FIREPLACE OR CHIMINEA IS LOCATED AT LEAST 15 FEET (4.572 M) FROM ANY FLAMMABLE MATERIAL AND/OR STRUCTURE.

5. WITHIN THE APPROVED FIREPLACE OR FIRE RING, THE FIRE SHALL BE NO LARGER THAN 3 FEET (0.914 M) IN DIAMETER WITH A FLAME HEIGHT OF NO MORE THAN 2 FEET (0.610 M).
6. THE PROPERTY IS NOT PART OF A MULTI-FAMILY DWELLING OR TOWNHOUSE.
7. THE PROPERTY DOES NOT HAVE A SHORT-TERM RENTAL LICENSE.

EXCEPTIONS:

1. FIRES BUILT WITHIN DESIGNATED DISPERSED CAMPING SITES OR PICNIC AREAS CONTAINED WITHIN A PERMANENT METAL FIRE RING AS LONG AS THE FIRE IS NO LARGER THAN 3 FEET (0.914 M) IN DIAMETER WITH A FLAME HEIGHT OF NO MORE THAN 2 FEET (0.610 M).
2. FIRES CONTAINED WITHIN A FIREPLACE, STOVE, WOOD BURNING STOVE, OR PELLET STOVE DESIGNED FOR AND LOCATED WITHIN A FULLY ENCLOSED PERMANENT STRUCTURE.

P301.2 FIRE PREVENTION MEASURES.

INDIVIDUALS OPERATING A FIRE IN COMPLIANCE WITH P301.1 SHALL PROVIDE THE FOLLOWING SAFETY EQUIPMENT TO PREVENT THE SPREAD OF THE FIRE:

1. A RESPONSIBLE ADULT SHALL CONSTANTLY ATTEND THE FIRE.
2. THE FIRE SHALL BE EXTINGUISHED AND COOL TO THE TOUCH BEFORE LEAVING THE SITE UNATTENDED.
3. THERE SHALL BE AVAILABLE FOR IMMEDIATE UTILIZATION ONE OF THE FOLLOWING:
 - 3.1 A PORTABLE FIRE EXTINGUISHER WITH A MINIMUM 4-A RATING.
 - 3.2 A 5-GALLON CONTAINER FILLED WITH WATER.
 - 3.3 A CHARGED GARDEN HOSE AVAILABLE FOR IMMEDIATE UTILIZATION.

SECTION P401
CONTROLLED BURNING

P401.1 OPEN BURNING.

BURNING TO MEET SPECIFIC LAND MANAGEMENT OBJECTIVES, SUCH AS TO REDUCE FLAMMABLE FUELS, RESTORE ECOSYSTEM HEALTH, RECYCLE NUTRIENTS, OR PREPARE AN AREA FOR NEW TREES OR VEGETATION, SHALL BE ALLOWED UNDER THE FOLLOWING CONDITIONS:

1. A VALID PERMIT HAS BEEN ISSUED.
2. A RESPONSIBLE ADULT SHALL CONSTANTLY ATTEND THE FIRE.
3. THE FIRE SHALL BE EXTINGUISHED AND COOL TO THE TOUCH BEFORE LEAVING THE SITE UNATTENDED.
4. THERE SHALL BE AVAILABLE FOR IMMEDIATE UTILIZATION ONE OF THE FOLLOWING:
 - 4.1 A PORTABLE FIRE EXTINGUISHER WITH A MINIMUM 4-A RATING.
 - 4.2 A 5-GALLON CONTAINER FILLED WITH WATER.
 - 4.3 A CHARGED GARDEN HOSE AVAILABLE FOR IMMEDIATE UTILIZATION.

P401.2 RESTRICTIONS.

THE FIRE CODE OFFICIAL HAS THE RIGHT TO RESTRICT OPEN BURNING TO CERTAIN TIMES OF THE YEAR OUTSIDE THE SCOPE OF FEDERAL, STATE, OR LOCAL FIRE RESTRICTIONS.

SECTION P501 **MANAGED FIRES**

P501.1 FIRE MANAGEMENT.

FIRES CAUSED OR ADMINISTERED BY ANY FEDERAL, STATE, OR LOCAL OFFICER OR MEMBER OF AN ORGANIZED RESCUE OR FIREFIGHTING FORCE SHALL BE PERMITTED IF THE FOLLOWING CONDITIONS ARE MET:

1. NOTICE IS GIVEN TO THE FIRE DEPARTMENT OR FIRE CODE OFFICIAL.
2. THE FIRE IS PERFORMED AS PART OF AN OFFICIAL DUTY.

SECTION P601 **OUTDOOR SMOKING**

P601.1 OUTDOOR SMOKING.

OUTDOOR SMOKING SHALL BE PERMITTED UNDER THE FOLLOWING CONDITIONS:

1. THE INDIVIDUAL SMOKING SHALL BE AT LEAST 3 FEET (0.914 M) AWAY FROM NATURAL VEGETATION AND/OR FLAMMABLE MATERIALS.
2. ALL BURNING OBJECTS SHALL BE PROPERLY EXTINGUISHED AND DISPOSED OF IN A SEALED CONTAINER.

SECTION P701 **USE OF CHAINSAWS**

P701.1 CHAINSAWS.

THE OPERATION OF A CHAINSAW SHALL BE PERMITTED UNDER THE FOLLOWING CONDITIONS:

1. THE OPERATOR HAS A 2A-10B:C RATED DRY CHEMICAL FIRE EXTINGUISHER AVAILABLE FOR IMMEDIATE USE.
2. THE CHAINSAW IS EQUIPPED WITH AN APPROVED SPARK ARRESTING DEVICE.

SECTION P801 **FIREWORKS AND EXPLOSIVES**

P801.1 FIREWORKS.

THE USE AND SALE OF RECREATIONAL FIREWORKS SHALL BE PROHIBITED.

EXCEPTION: FIREWORKS PERMITTED UNDER TOWN OR COUNTY CODES AND/OR ORDINANCES.

P801.2 EXPLOSIVES.

THE USE AND SALE OF RECREATIONAL EXPLOSIVES SHALL BE PROHIBITED.

EXCEPTION: EXPLOSIVES PERMITTED UNDER TOWN OR COUNTY CODES AND/OR ORDINANCES.

SECTION P901
OPEN FLAME DEVICES

P901.1 OPEN FLAME TORCH DEVICES.

THE USE OF ANY OPEN FLAME TORCH DEVICE SHALL BE PERMITTED UNDER THE FOLLOWING CONDITIONS:

1. THE OPERATOR HAS A 2A-10B:C RATED DRY CHEMICAL FIRE EXTINGUISHER AVAILABLE FOR IMMEDIATE USE.
2. THE USE OF THE DEVICE SHALL BE AT LEAST 10 FEET (3.048 M) AWAY FROM NATURAL VEGETATION AND/OR FLAMMABLE MATERIALS.

APPENDIX Q

Add a new Appendix Q as follows:

WILDFIRE MITIGATION – THIS APPENDIX PROVIDES REQUIREMENTS FOR WILDFIRE MITIGATION WHERE NOT OTHERWISE REGULATED BY LOCAL ORDINANCES.

SECTION Q101
GENERAL

Q101.1 SCOPE.

PURSUANT TO SENATE BILL 23-166 AND ANY OTHER APPLICABLE COLORADO LEGISLATION CONCERNING THE COLORADO WILDFIRE RESILIENCY CODE, THIS APPENDIX HEREBY ADOPTS BY REFERENCE THE JUNE 1 2025 EDITION OF THE COLORADO WILDFIRE RESILIENCY CODE.

§65-5. Amendments to the *National Electrical Code*.

No Amendments

§65-6. Amendments to the *International Mechanical Code*.

- (1) Sections 103 through 115 are deleted in their entirety and a new Section 103 is enacted to read as follows:

Sections 103 through 114 concerning administration and enforcement, are

deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Mechanical Code

- (2) Section 202 is amended by adding the following definition within the alphabetical order of the existing definitions.

FIRE DEPARTMENT. The chief officer of Summit Fire and EMS Authority or the chief officer's authorized representative.

- (3) Section 401.4 Intake opening location. is amended by adding a new requirement to read as follows:

5. All air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (4) Section 701 is amended by adding a new subsection to read as follows:

701.3 Snow depth. All combustion air openings and ducts terminating on the outside shall be a minimum of 36 inches above final grade. If a ventilated crawl space is utilized as a combustion air source, ventilation louvers must be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (5) Section 802.3 is amended by adding a new subsection to read as follows:

802.3.1 Enclosure. Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.

- (6) Section 804.3.4 Horizontal terminations, requirement 6 is amended to read as follows:

6. The bottom of the vent termination shall be located not less than 42 36 inches (914 mm) above finished grade.

- (7) Section 903.3 is amended to read as follows:

903.3 Unvented gas log heaters. An unvented gas log heater shall not be installed in a factory-built fireplace ~~except where the fireplace system has been specifically tested, listed and labeled for such use in accordance with [UL 127](#).~~

- (8) Section 1208.1 is amended to read as follows:

1208.1 General. Hydronic piping systems shall be tested hydrostatically at one and one-half times the maximum system design pressure, but not less than 100 psi (689 kPa). The duration of each test shall be not less than 15 minutes. Hydronic tubing may be tested with a 50 (psi) air test for 30 minutes.

- (9) Section 1210.10 is amended to read as follows:

1210.10 Tests. Before connection header trenches are backfilled, the assembled loop system shall be pressure tested with water at 100 psi (689 kPa) for 15 minutes, in which time there shall not be observed leaks. Flow and pressure loss testing shall be performed and the actual flow rates and pressure drops shall be compared to the calculated design values. If actual flow rate or pressure drop values differ from calculated design values by more than 10 percent, the cause shall be identified and corrective action taken. Assembled loop systems may be tested with a 50 (psi) air test for 30 minutes.

§65-7. Amendments to the *International Plumbing Code*.

- (1) Sections 103 through 115 are deleted in their entirety and a new Section 103 is enacted to read as follows:

Sections 103 through 114 concerning administration and enforcement, are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Plumbing Code.

- (2) Section 202 is amended by adding the following definition within the alphabetical order of the existing definitions.

FIRE DEPARTMENT. The chief officer of Summit Fire and EMS Authority or the chief officer's authorized representative.

- (3) Section 305.4.1 is amended to read as follows:

6.1 Sewer depth. ~~Building sewers that connect to private sewage disposal systems shall be a minimum of [NUMBER] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of [NUMBER] inches (mm) below grade.~~ Building sewers shall be installed in accordance with the standards and approval of the Frisco Sanitation District.

- (4) Section 312.6 is amended to read as follows:

312.7 Gravity sewer test. ~~Gravity sewer tests shall consist of plugging the end of the building sewer at the point of connection with the public sewer, filling the building sewer with water, testing with not less than a 10-foot (3048 mm) head of water and maintaining such pressure for 15 minutes.~~ Testing of the building sewer shall be in accordance with the standards and approval of the Frisco Sanitation District.

- (5) Section 312.7 is amended to read as follows:

312.8 Forced sewer test. ~~Forced sewer tests shall consist of plugging the end of the building sewer at the point of connection with the public sewer and applying a pressure of 5 psi (34.5 kPa) greater than the pump rating, and maintaining such pressure for 15 minutes.~~ Testing of the building sewer shall be in accordance with the standards and approval of the Frisco Sanitation District.

- (6) Section 701.2 is deleted in its entirety and replaced with a new section to read as follows:

701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a *public sewer*.

- (7) Section 712.3.1 is amended to read as follows:

712.3.1 Sump pump. The sump pump capacity and head shall be appropriate to anticipated use requirements. In public use occupancies, dual pumps shall be required and shall be arranged to function independently in case of mechanical failure.

- (8) Section 903.1.1 is amended to read as follows:

903.1.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least ~~[NUMBER]~~ 12 inches (305 mm) above the roof.

- (9) Section 1106.1 is amended to read as follows:

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on the 100-year hourly rainfall rate ~~indicated in Figure 1106.1 or on other rainfall rates determined from approved local weather data of~~ two (2) inches (50.8 mm) per hour.

- (10) Section 1108.1 is amended to read as follows:

1108.1 ~~Size of combined drains and sewers~~ Combination drains and sewers.
Combination sanitary and storm drains or sewers are prohibited.

§65-8. Amendments to the *International Fuel Gas Code*.

- (1) Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the Town of Frisco, hereinafter referred to as "this code."

- (2) Sections 103 through 114 are deleted in their entirety and a new Section 103 is enacted to read as follows:

Sections 103 through 114 concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Fuel Gas Code.

- (3) Section 303.3 Prohibited locations, is amended by deleting exceptions 3 and 4 in their entirety.

- (4) Section 304.11, condition 8 is amended to read as follows:

8. Combustion air intake openings located on the exterior of a building shall have the lowest side of such openings located not less than ~~42~~ 36 inches (914 mm) vertically from the adjoining finished ground level.

Exception: With prior approval of the building official, openings and duct terminations may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (5) Section 406.4.1 is amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure, but not less than ~~3~~ 10 psig (69 kPa gauge) for threaded pipe, 60 psig for welded pipe, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

- (6) Section 501.14 is amended by adding a new subsection to read as follows:

501.14.1 Snow depth. Venting systems and air intakes terminating horizontally shall be a minimum of 36 inches above final grade.

Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (7) Section 502.5 is amended by adding a new subsection to read as follows:

502.5.1 Enclosure. Portions of venting systems which extend through occupied and storage spaces shall be enclosed to avoid contact with or damage to the installation.

- (8) Section 503.4.1 is amended by adding a new subsection to read as follows:

503.4.1.2 Pressure test required. All plastic piping vent installations shall be tested with a 5 psi air test for 15 minutes, prior to connection and operation of the appliance.

- (9) Section 503.5.1 is amended to read as follows:

503.5.1 Factory-built chimneys. Factory-built chimneys shall be listed in accordance with UL103 and installed in accordance with the manufacturer's installation instructions and Section 506. Factory-built chimneys used to vent appliances that operate at a positive vent pressure shall be listed for such application.

- (10) Section 601 is amended by adding a new subsection to read as follows:

601.2 Snow depth. All air intake openings required by this code that terminate outdoors shall be located a minimum of 36 inches above final grade.
Exception: With prior approval of the building official, openings may be protected from snow accumulation and drifting by decks, roofs, cantilevers, or similar means providing equivalent protection.

- (11) Section 602.1 is amended by adding a new subsection to read as follows:

602.1.1 Damper. The fireplace damper shall be completely removed to prevent spillage of combustion products into the room.

- (12) Section 603.1 is amended to read as follows:

603.1 General. Log lighters are prohibited.

- (13) Section 621 is deleted in its entirety and replaced with a new section to read as follows:

SECTION 621
UNVENTED ROOM HEATERS
621.1 Prohibited installation. Installation of unvented room heaters is prohibited.

§65-9. Amendments to the *International Energy Conservation Code*.

- (1) **C101.1 Title** is amended to read as follows:

This code shall be known as the *Energy Conservation Code* of ~~[NAME OF JURISDICTION]~~ Town of Frisco, Colorado and shall be cited as such. It is referred to herein as “this code.”

- (2) **Sections C103 through C110, with the exception of C105.2**, concerning administration and enforcement, are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Energy Conservation Code - Commercial Provisions.

- (3) C404 is amended by creating a new section and subsections the read as follows:

Section C404.10. Building Water Use Reduction.

C404.10.1 Plumbing Fixtures and Fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following requirements, as shown in Table 404.10.1:

(a) **Water Closets (toilets) – Flushometer Valve Type.** For single-flush, maximum flush volume shall be determined in accordance with ASME A112.19.2/CSA B45.1 and shall not exceed 1.28 gal (4.8 L). For dual-flush, the full-flush volume shall not exceed 1.28 gal (4.8L) per flush. Dual-flush fixtures shall also comply with the provisions of ASME A112.19.14.

(b) **Water Closets (toilets) – Tank-type.** Tank-type water closets shall be certified to the performance criteria of the USEPA WaterSense Tank-Type High-Efficiency Toilet Specification and shall have a maximum full-flush volume of 1.28 gal (4.8 L). Dual-flush fixtures shall also comply with the provisions of ASME A112.19.14.

(c) **Urinals.** Maximum flush volume, when determined in accordance with ASME A112.19.2/CSA B45.1, shall not exceed 0.5 gal (1.9 L). Flushing urinals shall comply with the performance criteria of the USEPA WaterSense Specification for Flushing Urinals. Nonwater urinals shall comply with ASME A112.19.19 (vitreous china) or IAPMO Z124.9 (plastic) as appropriate.

(d) **Public Lavatory Faucets.** Maximum flow rate shall not exceed 0.5 gpm (1.9 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1.

(e) **Public Metering Self-closing Faucet.** Maximum water use shall not exceed 0.25 gal (1.0 L) per metering cycle when tested in accordance with ASME A112.18.1/CSA B125.1.

(f) **Residential Bathroom Lavatory Sink Faucets.** Maximum flow rate shall not exceed 1.5 gpm (5.7 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1. Residential bathroom lavatory sink faucets shall comply with the performance criteria of the USEPA WaterSense High-Efficiency Lavatory Faucet Specification.

(g) **Residential Kitchen Faucets.** Maximum flow rate shall not exceed 1.8 gpm (6.8 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1. Kitchen faucets shall be permitted to temporarily increase the flow greater than 1.8 gpm (6.8 L/min) but shall not exceed 2.2 gpm (8.3 L/min) and must automatically revert to the established maximum flow rate of 1.8 gpm (6.8 L/min) upon physical release of the activation mechanism or closure of the faucet valve.

(h) **Residential Showerheads.** Maximum flow rate shall not exceed 2.0 gpm (7.6 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1. Residential showerheads shall comply with the performance requirements of the USEPA WaterSense Specification for Showerheads.

(i) **Residential Shower Compartment (stall) in Dwelling Units and Guest Rooms.** The allowable flow rate from all shower outlets (including rain systems, waterfalls, bodysprays, and jets) that can operate simultaneously shall be limited to a total of 2.0 gpm (7.6 L/min).
Exception: Where the area of a shower compartment exceeds 2600 in.² (1.7m²), an additional flow of 2.0 gpm (7.6 L/min) shall be permitted for each multiple of 2600 in.² (1.7m²) of floor area or fraction thereof.

(j) **Water-bottle Filling Stations.** Water-bottle filling stations shall be an integral part of, or shall be installed adjacent to, not less than 50% of all drinking fountains installed indoors on the premises.

C404.10.2 Appliances.

a. Clothes washers and dishwashers installed within dwelling units shall comply with the ENERGY STAR® Program Requirements for Clothes Washers and ENERGY STAR Program Requirements for Dishwashers. Maximum water use shall be as follows:

1. Clothes washers – Maximum water factor (WF) of 5.4 gal/ft³ of drum capacity (0.72 L/L of drum capacity).

2. Dishwashers – Standard-size dishwashers shall have a maximum WF of 3.8 gal/full operating cycle (14.3 L/full operating cycle). Compact sizes shall have a maximum WF of 3.5 gal/full operating cycle (13.2 L/full operating cycle). Standard and compact size shall be defined by ENERGY STAR criteria.

b. Clothes washers installed in publicly accessible spaces (Informative Note: e.g., multifamily and hotel common areas), and coin- and card-operated clothes washers of any size used in laundromats, shall have a maximum WF of 4.0 gal/ft³ of drum capacity normal cycle (.053 L/L of drum capacity normal cycle).

c. Commercial dishwashers in commercial food-service facilities shall meet all ENERGY STAR requirements as listed in the ENERGY STAR Program Requirements for Commercial Dishwashers, Version 2.0.

C404.10.3 Commercial Food Service Operations. Commercial food service operations (Informative Note: e.g., restaurants, cafeterias, food preparation kitchens, caterers, etc.):

a. Shall use high-efficiency prerinse spray valves (i.e., valves that function at 1.3 gpm [4.9 L/min] or less and comply with a 26 second performance requirement when tested in accordance with ASTM F2324);

b. Shall use dishwashers that comply with the requirements of the ENERGY STAR Program for Commercial Dishwashers;

c. Shall use boilerless/connectionless food steamers that consume no more than 2.0 gal/h (7.5 L/h) in the full operational mode;

d. Shall use combination ovens that consume not more than 10 gal/h (38 L/h) in the full operational mode;

e. Shall use air-cooled ice machines that comply with the requirements of the ENERGY STAR Program for Commercial Ice Machines, and;

f. Shall be equipped with hands-free faucet controllers (foot controllers, sensor activated, or other) for all faucet fittings within the food preparation area of the kitchen and the dish room, including pot sinks and washing sinks.

C404.10.4 Medical and Laboratory Facilities. Medical and laboratory facilities, including clinics, hospitals, medical centers, physician and dental offices, and medical and nonmedical laboratories of all types shall:

- a. Use only water-efficient steam sterilizers equipped with (1) water-tempering devices that allow water to flow only when the discharge of condensate or hot water from the sterilizer exceeds 140°F (60°C) and (2) mechanical vacuum equipment in place of venture-type vacuum systems for vacuum sterilizers.
- b. Use film processor water-recycling units where large-frame x-ray films of more than 6 in. (150 mm) in either length or width are processed. Small dental x-ray equipment is exempt from this requirement.
- c. Use digital imaging and radiography systems where the digital networks are installed.
- d. Use a dry-hood scrubber system or, if the applicant determines that a wet-hood scrubber system is required, the scrubber shall be equipped with a water recirculation system. For perchlorate hoods and other applications where a hood wash-down system is required, the hood shall be equipped with self-closing valves on those wash-down systems.
- e. Use only dry vacuum pumps unless fire and safety codes (Informative Note: e.g., International Fire Code) for explosive, corrosive, or oxidative gases require a liquid ring pump.
- f. Use only efficient water treatment systems that comply with the following criteria:
 - 1. For all filtration processes, pressure gages shall determine and display when to backwash or change cartridges.
 - 2. For all ion exchange and softening processes, recharge cycles shall be set by volume of water treated or based on conductivity or hardness.
 - 3. For reverse osmosis and nanofiltration equipment with capacity greater than 27 gal/h (100 L/h), rejected water shall not exceed 60% of the feed water and shall be used as scrubber feed water or for other beneficial uses on the project site.
 - 4. Simple distillation is not acceptable as a means of water purification.
- g. With regard to food service operations within medical facilities, comply with Section 404.11.3.

IECC Residential Energy Provisions

- (1) **R101.1 Title** is amended to read as follows:

This code shall be known as the *Energy Conservation Code* of ~~THE NAME OF JURISDICTION~~ Town of Frisco, Colorado and shall be cited as such. It is referred to herein as “this code.”

- (2) **Sections R103 through R110, with the exception of R105.2**, concerning administration and enforcement, are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Energy Conservation Code - Residential Provisions.
- (3) Section R401 is hereby amended to read as follows:

R401. Application. Residential buildings shall comply with Section R401.2.1, R401.2.2, R401.2.3 or R401.2.4. In addition to compliance with Sections R401.2.1 through R401.2.4, as applicable, all new one- and two-family dwellings subject to compliance with the *International Residential Code* as adopted by the Town of Frisco, Colorado, shall be required to comply with the U.S. Department of Energy's Efficient New Homes Program and demonstrate compliance as approved by the *Building Official* prior to issuance of a *Certificate of Occupancy*.

***Exception:** Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.*

- (4) Section R405.4.1 **General** is amended to read as follows:

Section R405.4.1 General. Calculation procedures used to comply with Section R405 Simulated Building Performance, shall be prepared, sealed, and signed by a Licensed Colorado Engineer and shall use a software tool, approved in accordance with Section R405.5, capable of calculating the annual energy consumption of all building elements that differ between the standard reference design and the proposed design.

- (5) Section R405.5.4 is hereby amended to read as follows:

Section R405.5.4 Compliance Reports. *Approved* software tools shall generate compliance reports in accordance with Sections R405.5.4.1 and R405.5.4.2. All compliance reports including for permit application and for certificate of occupancy shall be sealed and signed by a Licensed Colorado Engineer.

- (6) Table R406.5 is amended to read as follows:

Table R406.5 MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX NOT INCLUDING OPP	ENERGY RATING INDEX WITH OPP
0 and 1	51	35
2	51	34
3	50	33
4	53	40
5	54	43
6	53	43
7	52 50	46
8	52 50	46

§65-10. Amendments to the *International Existing Buildings Code*.

- (1) Section 101.1 is amended to read as follows:
101.1 Title. These regulations shall be known as the Existing Building Code of ~~[(NAME OF JURISDICTION)]~~ the Town of Frisco, herein-after referred to as "this code."
- (2) **Sections 103 through 114**, concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Existing Building Code.
- (3) Section 1304.1 is amended to read as follows:
1304.1 Investigation and evaluation. For proposed work covered by this section, the building owner shall cause the existing building to be investigated and evaluated in accordance with the provisions of Sections 1304.1 through 1307.1 by a design professional licensed to practice in the State of Colorado.

§65-11. Amendments to the *International Swimming Pool and Spa Code*.

- (1) Section 101.1 is amended to read as follows:
101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of ~~[(NAME OF JURISDICTION)]~~ the Town of Frisco, hereinafter referred to as "this code."

- (2) **Sections 103 through 114**, concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Swimming Pool and Spa Code.
- (3) Section 305.2 is amended by adding a new subsection to read as follows:
- 305.2.1 Guard height extension.** When a swimming pool is installed within 18 inches horizontally of a guard required by Section 1015 of International Building Code or Section R321 of the International Residential Code, the guard height shall be increased a minimum of 18 inches measured vertically from the highest horizontal surface of the pool structure.

§65-12. Amendments to the *International Property Maintenance Code*.

- (1) Section 101.1 is amended to read as follows:
- 101.1 Title.** These regulations shall be known as the Property Maintenance Code of ~~[NAME OF JURISDICTION]~~ the Town of Frisco, hereinafter referred to as "this code."
- (2) **Sections 103, 104, and 106**, concerning administration and enforcement are deleted in their entirety. The corresponding and applicable sections of the International Building Code, as adopted and amended in [Chapter 65](#) of the Code of Ordinances of the Town of Frisco, Colorado, shall be the provisions for administration and enforcement of the International Property Maintenance Code.
- (3) **Section 202 Definitions**, "Bedroom" definition is deleted in its' entirety and replaced with the following definition:
- BEDROOM or SLEEPING ROOM.** A habitable space or room in a dwelling unit designed for or with potential for use for sleeping. Factors determining this use shall include a space or room with any of the following factors:
1. Having walls and doors to separate it from other habitable spaces or rooms, or
 2. Having a closet or similar provision for clothes storage, or
 3. Having a full or partial bathroom directly connected to the space or room or on the same floor and accessible without passing through a closed room.
- (4) Section 302.4 is hereby amended to read as follows:

302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of ~~JURISDICTION TO INSERT HEIGHT IN INCHES~~ twelve (12) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with [Section 107.3](#) and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

- (5) Section 304.14 is hereby deleted in its' entirety.
- (6) Section 307.2.1 is hereby amended to read as follows:

Guards shall be not less than 30 inches (762 mm) high. *Guards for swimming pools* installed within 18 inches horizontally of a guard required by Section 1015 of the *International Building Code* or Section 321 of the *International Residential Code* shall have the height required by the applicable code increased a minimum of 18 inches measured vertically from the highest horizontal surface of the pool structure.

- (7) Section 307.2.1 is hereby amended to read as follows:

602.3 Heat supply.

Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat ~~during the period from [DATE] to [DATE]~~ to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in [Appendix D](#) of the *International Plumbing Code*.

2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

§65-13. Amendments to the *Uniform Code for Abatement of Dangerous Buildings*.

- (1) Section 102.1 is amended to read as follows:

102.1 Purpose. It is the purpose of this code to provide a just equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, ~~Housing Code~~ or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

- (2) Section 203 is deleted and replaced with a new section to read as follows:

203.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

203.2 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the under the provisions of this code, shall be subject to the penalties set forth in Chapter 1, Section 14 of the Code of Ordinances of the Town of Frisco.

- (3) Section 204 is amended to read as follows:

SECTION 204 – INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and ~~Sections 108 and 1701 of the Building Code~~ the adopted building code(s) of the Town of Frisco, Colorado.

- (4) Section 301 is amended to read as follows:

SECTION 301 – GENERAL

as specified in either this chapter or as specified in the Building Code ~~or the Housing Code~~. Where terms are not defined through the methods authorized by this section, they shall have their ordinary accepted meanings within the context with which they are used. ~~Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be construed as providing ordinary accepted meanings.~~ Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING CODE is the ~~Uniform Building Code~~ International Building Code promulgated by the ~~International Conference of Building Officials~~ International Code Council, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

~~**HOUSING CODE** is the Uniform Housing Code promulgated by the International Conference of Building Official, as adopted by this jurisdiction.~~

- (5) Section 302, item 13 is amended to read as follows:

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code ~~or Housing Code~~, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

§65-14. Amendments to the *Colorado Model Electric Ready and Solar Ready Code*

- (1) Section 101.1 is hereby amended to read as follows:

101.1Title. This code shall be known as the Electric Ready and Solar Ready Code of ~~[NAME OF JURISDICTION]~~ the Town of Frisco, and shall be cited as such. It is referred to herein as “this code”.

- (2) Section 102.1.2 is hereby amended to read as follows:

102.1.2 Buildings Impacted by a Natural Disaster. ~~[NAME OF JURISDICTION]~~ the Town of Frisco is permitted to authorize, upon appeal in specific cases, a waiver from the requirements of this code where, owing to a declared natural disaster that has destroyed buildings or resulted in other exceptional and extraordinary circumstances as determined by ~~[NAME OF JURISDICTION]~~ the Town of Frisco, and ~~[NAME OF JURISDICTION]~~ the Town of Frisco determines enforcement of the provisions of this code will result in unnecessary hardship.

- (3) Section 102.2 is hereby amended to read as follows:

102.2 Substantial Cost Differential Waiver. ~~[NAME OF JURISDICTION]~~ The Town of Frisco shall be permitted to authorize, upon appeal, a waiver from the requirements of this code for an applicant that asserts that compliance with this code will result in a substantial cost differential. ~~[NAME OF JURISDICTION]~~ the Town of Frisco, when authorizing such a waiver, shall be permitted to waive certain requirements of this code only until the cost differential for compliance with the remaining requirements reaches one percent or less. The burden of proof is upon the applicant to provide substantiation of a cost differential, such as quotes or other licensed design professional analyses as approved by ~~by [NAME OF JURISDICTION]~~ the Town of Frisco.

- (4) Section 108.4 is hereby amended to read as follows:

108.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines and other penalties established by ~~[NAME OF JURISDICTION]~~ the Town of Frisco.

- (5) Section 109.3 is hereby amended to read as follows:

109.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of ~~[NAME OF JURISDICTION]~~ the Town of Frisco.

§65-15. Colorado Wildfire Resiliency Code

- (1) Section 103.1 is hereby amended to read:

103.1 Creation of agency. The ~~[INSERT NAME OF DEPARTMENT]~~ the Town of Frisco Building Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

§65-16. Construction Permit Fee Schedule.

- (1) Permits fees shall be in accordance with the most recent schedule of fees adopted by the Town of Frisco Town Council.

§65-17. Unlawful Acts and Penalties.

(A) Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this Chapter or of any code adopted by reference pursuant to Section 65-1 herein.

(B) Penalties. Any violation of any provision of this Chapter or of any code adopted by reference pursuant to Section 65-1 herein shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00) or imprisonment not to exceed 364 days or both by such fine and imprisonment.

Section 2. Savings clause. If any part, section, subsection, sentence, clause or phrase of this ordinance or of the codes adopted hereby is for any reason held to be invalid, such decision shall not affect the validity of the remaining sections of this ordinance or of said codes; the Town Council hereby declares that it would have passed this ordinance and adopted said codes in each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 3. References in other ordinances. All references in the Frisco Code or other ordinances to the building code shall be interpreted to refer to Chapter 65 of the Frisco Code and to the codes adopted therein by this ordinance.

Section 4. Repeal. Any or all ordinances or parts of ordinances of the Town of Frisco, Colorado, in conflict or inconsistent herewith are hereby repealed provided, however, that the repeal of any ordinance or parts of ordinances of the Town of Frisco, Colorado, shall not revive any other section of any ordinance or ordinances previously repealed or superseded.

Section 5. Matters not affected by repeal. The repeal of ordinances and parts of ordinances of a permanent or general nature shall not affect any offense committed or act done, any penalty or forfeiture incurred, or any contract, right or obligation established prior to the time when said ordinances and parts of ordinances are repealed.

Section 6. Effective date. This ordinance shall take effect pursuant to the home rule charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND POSTING, PUBLICATION
AND PUBLIC HEARING ORDERED THIS 12th DAY OF MAY, 2026.

PASSED ON SECOND AND FINAL READING AFTER PUBLIC HEARING AND
PUBLIC NOTICE ORDERED THIS ____ DAY OF _____, 2026.

TOWN OF FRISCO, COLORADO

By: _____
Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk

