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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 26, 2026
5:15 PM**

WORK SESSION

Agenda Item #1: I-70 Coalition (Go-I-70) Presentation

Agenda Item #2: Main Street Waste and Recycling Container Upgrades and Restaurant Composting Pilot Program

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

REGULAR MEETING

Roll Call:

Rick Ihnken, Elizabeth Skrzypczak-Adrian, Andy Held, Martin Allen, Robyn Goldstein, Dan Kibbie, Thayer Hirsh

Call to Order:

Rick Ihnken, Mayor

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:

Finance Department Report - April 2026

Recreation Department Report - March 2026

Consent Agenda:

Minutes from May 12, 2026 Meeting

Warrant List

Purchasing Card Charges

New Business:

Agenda Item #1: First Reading Ordinance 26-11: AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN AND LEGALLY DESCRIBED AS UNIT 308A, MARY RUTH PLACE CONDOMINIUMS, UNIT 308B, MARY RUTH PLACE CONDOMINIUMS, UNIT 310B, MARY RUTH PLACE CONDOMINIUMS, AND UNIT 311C, MARY RUTH PLACE CONDOMINIUMS, ALSO KNOWN AS 308 GALENA STREET, UNIT A, 308 GALENA STREET, UNIT B, 310 GALENA STREET, UNIT B, AND 311 GALENA STREET, UNIT C, RESPECTIVELY

Agenda Item #2: First Reading Ordinance 26-16: AN ORDINANCE APPROVING AN AMENDED AND RESTATED 101 WEST MAIN GROUND LEASE AGREEMENT BETWEEN THE TOWN OF FRISCO AND WEST MAIN APARTMENTS, LLLP, FOR PROPERTY LOCATED AT 101 WEST MAIN STREET, FOR THE PURPOSES OF AN AFFORDABLE HOUSING DEVELOPMENT.

Old Business:

Agenda Item #1: Second Reading Ordinance 26-09: 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.

Agenda Item #2: Second 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

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



I-70
COALITION
setting the pace for the future

Town of Breckenridge | Town Council

May 26, 2026

- Formed in 2024 in response to the CDOT PEIS process
- Non-profit, membership-based organization
- Focus on enhanced mobility and accessibility on I-70 Mountain Corridor
- Advocate for safety and construction improvements
- Encourage state and federal attention on corridor
- Participant in studies, plans and stakeholder involvement process

COUNTIES



CLEAR CREEK COUNTY

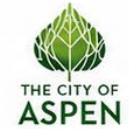


EAGLE COUNTY



SUMMIT COUNTY

MUNICIPALITIES



CITY OF ASPEN



CITY OF CENTRAL



CITY OF IDAHO SPRINGS



CITY OF GOLDEN



CITY OF GLENWOOD SPRINGS



TOWN OF AVON



TOWN OF BRECKENRIDGE



TOWN OF DILLON



TOWN OF EAGLE



TOWN OF EMPIRE



TOWN OF FRASER



TOWN OF FRISCO



TOWN OF GEORGETOWN



TOWN OF GRAND LAKE



TOWN OF MINTURN



TOWN OF SILVER PLUME



TOWN OF SILVERTHORNE



TOWN OF VAIL



TOWN OF WINTER PARK

PRIVATE SECTOR



ARAPAHOE BASIN
SKI AREA



Climax
MOLYBDENUM COMPANY



COPPER
MOUNTAIN



VAIL RESORTS
EXPERIENCE OF A LIFETIME



WINTER PARK
RESORT

- I-70 Mountain Corridor capacity largely unchanged since 1979
- Colorado forecasted to grow by 3 million people by 2050
- Travel times estimated to triple by 2035 from ear 2000 volumes
- Interest in outdoor recreation increasing



Based on consensus of 27 diverse local governments, environmental groups, nonprofit and private-sector interests throughout the corridor (the Collaborative Effort), FHWA and CDOT issued the I-70 Mountain Corridor ROD in 2011.

The plan is an **innovative, multimodal solution** that calls for

1. Specific highway improvements
2. High-speed transit
3. Non-Infrastructure improvements

All three are needed to meet the long-term needs of this critical corridor.

Current and Past Projects

- I-70 Floyd Hill
- I-70 West Vail Pass
- I-70 Peak Period Shoulder Express Lanes
- Twin Tunnels

Funding

- SB 17-267, SB 21-260 & Federal Infrastructure Bill have helped
- Intermountain TPR regional planning program
- Larger, regionally-significant projects require advocacy, state and federal support

- Explore Feasibility of Advanced Guideway System (AGS) C-470 to Eagle Airport
- 2014 CDOT AGS Study
 - Technically feasible
 - Not financially feasible at this time
- Watching Front Range Passenger Rail District
 - Front Range system needed to support mountain system
 - Advisory board seat

The Coalition has supported legislation in recent years to reduce crashes

Chain/Traction Laws

- Numerous legislation has been proposed (and passed) over the last decade

“Pain points”

- Floyd Hill
- Eisenhower/Johnson Tunnels
- Vail Pass
- Dowd Junction
- Glenwood Canyon

GoI70 Campaign

- Robust transportation demand management program

Goals

- Reduce congestion and improve mobility
- Shift travel demand outside of peak travel hours
- Support and promote carpooling
- Support and promote transit

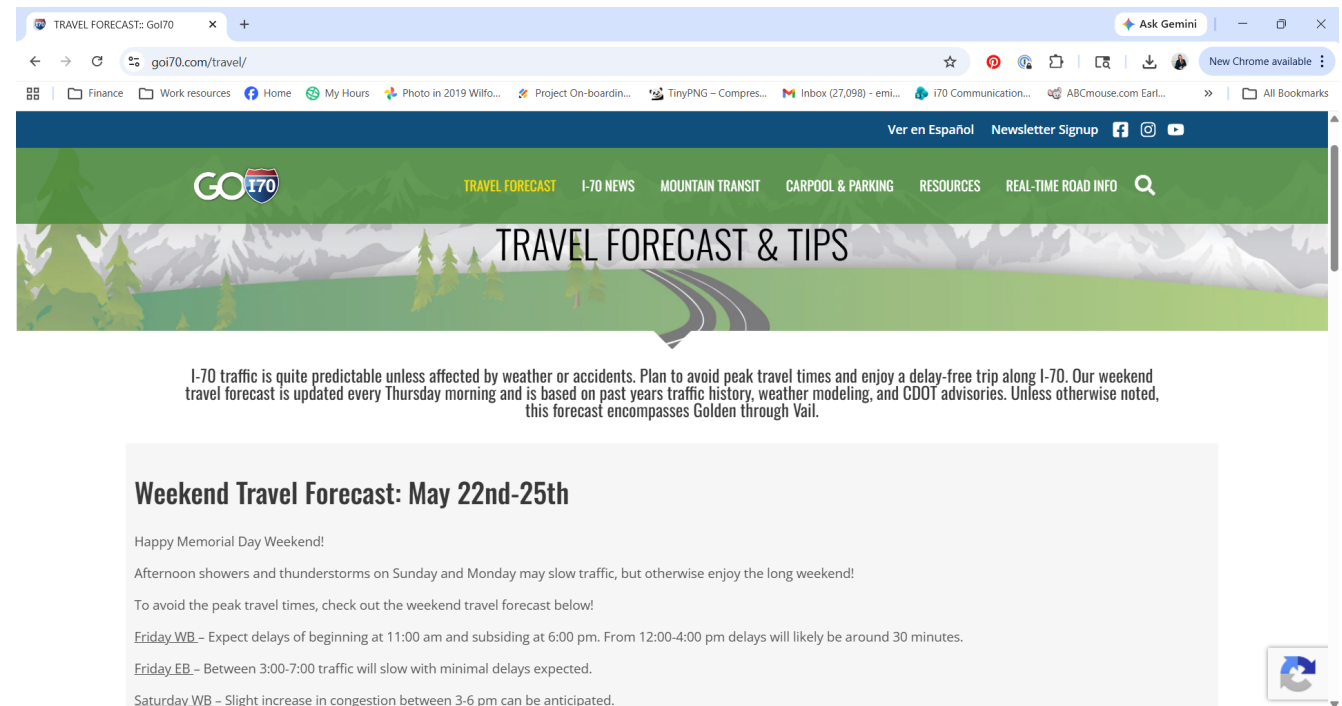
Audiences

- Front Range visitors (primary)
- Out-of-state visitors and corridor residents (secondary)



Your I-70 Mountain Corridor Resource for:

- Weekend travel/traffic forecasts
- Transit option information
 - Regional (i.e., Bustang, Pegasus)
 - Local (i.e., Summit Stage, Eco Transit, Breck Free Ride)
- Carpool and parking
- I-70 news and information



The screenshot shows the GoI70.Com website interface. The browser address bar displays "goi70.com/travel/". The website header includes the "GO I70" logo, navigation links for "TRAVEL FORECAST", "I-70 NEWS", "MOUNTAIN TRANSIT", "CARPOOL & PARKING", "RESOURCES", and "REAL-TIME ROAD INFO", along with a search icon. A secondary navigation bar offers "Ver en Español", "Newsletter Signup", and social media icons for Facebook, Instagram, and YouTube. The main content area features a scenic background image of a mountain road and is titled "TRAVEL FORECAST & TIPS". A text block below the header states: "I-70 traffic is quite predictable unless affected by weather or accidents. Plan to avoid peak travel times and enjoy a delay-free trip along I-70. Our weekend travel forecast is updated every Thursday morning and is based on past years traffic history, weather modeling, and CDDT advisories. Unless otherwise noted, this forecast encompasses Golden through Vail." Below this, a section titled "Weekend Travel Forecast: May 22nd-25th" provides details for Memorial Day Weekend, including weather-related traffic impacts and specific delay forecasts for Friday and Saturday.

TRAVEL FORECAST: GoI70

goi70.com/travel/

Ver en Español Newsletter Signup

GO I70 TRAVEL FORECAST I-70 NEWS MOUNTAIN TRANSIT CARPOOL & PARKING RESOURCES REAL-TIME ROAD INFO

TRAVEL FORECAST & TIPS

I-70 traffic is quite predictable unless affected by weather or accidents. Plan to avoid peak travel times and enjoy a delay-free trip along I-70. Our weekend travel forecast is updated every Thursday morning and is based on past years traffic history, weather modeling, and CDDT advisories. Unless otherwise noted, this forecast encompasses Golden through Vail.

Weekend Travel Forecast: May 22nd-25th

Happy Memorial Day Weekend!

Afternoon showers and thunderstorms on Sunday and Monday may slow traffic, but otherwise enjoy the long weekend!

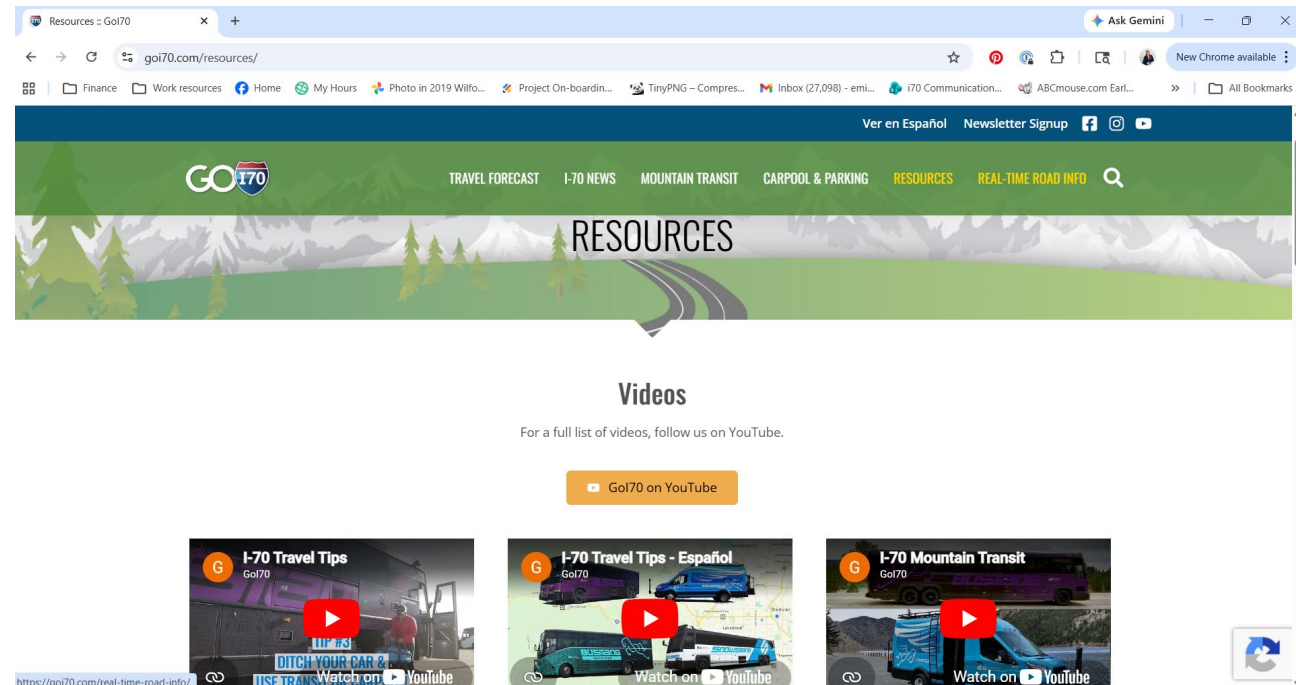
To avoid the peak travel times, check out the weekend travel forecast below!

Friday WB - Expect delays of beginning at 11:00 am and subsiding at 6:00 pm. From 12:00-4:00 pm delays will likely be around 30 minutes.

Friday EB - Between 3:00-7:00 traffic will slow with minimal delays expected.

Saturday WB - Slight increase in congestion between 3-6 pm can be anticipated.

- Include transit/travel information in your event promotions - ask us for a content toolkit!
- Utilize the GoI70.com resource page - videos, collateral, etc.
- Read and share our blog posts
- Engage with GoI70 on social media posts - follow, like, tag, comment, share
- Include information about I-70 Mountain Corridor travel on your websites
- Help us relationship build with potential partners who can extend our messaging
- Promote GoI70.com as the I-70 Mountain Corridor travel resource
- Tap us as subject matter experts for press releases, speaking opportunities, milestone events, etc.



Summer Construction Maps



- CDOT has multiple I-70 Mountain Corridor projects in progress; I-70 Floyd Hill and I-70 West Vail Pass are most active.
- I-70 Floyd Hill – Sign up for text alerts by texting floydhill to 21000
- I-70 West Vail Pass – Sign up for text alerts by texting vailpass to 21000
- Use COtrip.org for real time traffic updates

Jonathan Godes, I-70 Coalition Director

970-230-2830

jgodes@i70solutions.org

I-70 Coalition

www.i70solutions.org

GoI70 Campaign

www.GoI70.com

Follow us on Instagram (@GoI70_CO) and Facebook (GoI70.com)



Questions?



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: NICO CRUZ, SUSTAINABILITY COORDINATOR
RE: WORK SESSION: MAIN STREET WASTE AND RECYCLING CONTAINER UPGRADES AND RESTAURANT COMPOSTING PILOT PROGRAM
DATE: MAY 26, 2026

Summary & Background:

The purpose of this work session is for Staff to present two sustainability initiatives for the Main Street vicinity. The first initiative is to replace the trash and recycling containers on Main Street. The second initiative is to implement a free composting program for Main Street restaurants.

At the work session, Staff will:

1. Review the current public waste and recycling containers located on Main Street and request Council support to upgrade these containers. Staff will provide visual options of such containers for the Council to review.
2. Provide details on a free composting pilot program for Main Street restaurants and request Council support for this program.
3. Present an overview of costs for both initiatives. Staff is proposing to use the disposable bag fee revenues to fund both initiatives.

If Council supports these initiatives, staff anticipates the trash and recycling containers could be in place by October 1st 2026, and the composting program could be up and running by October 1st 2026.

Analysis:

Replacing waste and recycling containers on Main Street

Staff is proposing to upgrade the existing public waste and recycling containers located throughout Main Street. The current infrastructure presents ongoing operational challenges, including wildlife access, wind-blown litter, contamination of recycling

streams, and aging infrastructure. Staff is proposing replacement of the existing containers with enclosed, modular waste and recycling stations designed to improve functionality, accessibility, durability, and appearance. The upgraded containers would also include improved signage and opportunities for collaboration with the Frisco Arts Council on enclosure graphics and design. The modular systems will provide flexibility for placement and future expansion while maintaining ADA accessibility standards. Staff will also ensure the containers meet the needs of the waste and recycling management company.

To replace the existing public waste and recycling containers on Main Street, Staff would purchase sixteen (16) dual containers.

Recyclable materials will be diverted from the landfill and transported by the Town's current waste and recycling hauler to the Summit County Resource Allocation Park (SCRAP) for processing. Recyclable materials will be sorted here and processed through the recycling system.

Free composting pilot program for Main Street restaurants

The second initiative is a pilot composting infrastructure program for Main Street restaurants. Food waste diversion remains limited in Frisco due to barriers including hauling costs, limited enclosure space, and operational concerns from businesses. Staff is proposing installation of four shared compost collection enclosures in downtown alley locations to support participating restaurants and improve access to commercial composting services. The pilot program would allow the Town to evaluate participation, operational logistics, and long-term program feasibility while supporting local waste diversion goals. Staff anticipates the pilot program running for 24 months.

The proposed restaurant composting pilot program would address several common barriers currently limiting participation in composting programs. Shared collection infrastructure would reduce the space burden for individual restaurants while allowing the Town to centralize management and education efforts. Controlled-access enclosures and usage monitoring would support accountability and help staff evaluate operational performance during the pilot phase.

Compostable materials collected through this pilot program will also be diverted from the landfill and transported to SCRAP for processing. These food scraps and compostable materials will be processed into usable compost products, supporting local waste diversion and greenhouse gas reduction efforts.

Staff anticipates that both projects will provide environmental, operational, and community benefits, including:

- Reduced litter and wildlife conflicts;
- Improved recycling and compost diversion rates;
- Enhanced downtown cleanliness and aesthetics;

- Increased public education regarding waste diversion; and
- Support for local sustainability and climate goals.

Financial Impact:

The estimated capital and operational costs for both projects were developed through preliminary discussions and requested budgetary quotes from metroSTOR and are intended for planning purposes only. Staff anticipates issuing a formal Request for Proposals (RFP) process prior to final vendor selection and project implementation. Final project costs may vary based on vendor responses, product specifications, installation requirements, and operational considerations.

- Main Street waste and recycling container upgrades (16 dual containers): \$114,400
- Restaurant composting pilot infrastructure and operations (4 containers): \$37,080 (\$25,080 – Equipment. \$12,000 – Hauling fee)

Funding for both projects is proposed to come from the Town’s disposable bag fee revenues. In August 2019, Ordinance 19-14 was passed by Town Council establishing a \$0.25 per bag fee on both paper and plastic disposable bags, recognizing that the use of all disposable shopping bags has significant environmental impacts on a local and global scale, including increasing greenhouse gas emissions, litter, harm to wildlife, water consumption and solid waste generation. On January 26, 2021, Council passed [Ordinance 21-01](#) banning disposable plastic bags and paper bags with less than 40% post-consumer recycled material and continuing the single-use bag fee of \$0.25 for paper bags only. Effective September 1, 2023, the existing ordinance was updated with [Ordinance 23-19](#) to specify that paper bags are required to be made of 100% post-consumer recycled material.

Revenues collected from the disposable bag fee can only be used for specific expenditures. Pursuant to Chapter 124 of the Frisco Town Code, disposable bag fee revenues may only be used for expenditures intended to mitigate the impacts of disposable bags and support waste reduction efforts. Eligible uses include planning and implementing recycling, composting, and waste diversion programs; funding infrastructure that allows the community to reduce waste; purchasing and installing recycling containers and waste receptacles; supporting outreach and education efforts; and funding community cleanup and environmental sustainability initiatives. The proposed projects are consistent with the allowable uses established within the Town Code.

Revenues collected for such bag fees roll over annually and stay in the Plastic Bag Fee revenue line item: 10-1120-3710. The total amount available in this line as of May 19, 2026, is \$629,997.

Alignment with Strategic Plan:

These projects support the Town Council Strategic Plan goals related to Environmental

Sustainability, Quality Core Services, and a Vibrant Economy. The proposed improvements support continued investment in downtown infrastructure, waste diversion efforts, and community sustainability initiatives.

Sustainability:

The projects support the goals and strategies identified in the Town of Frisco Climate Action and Resiliency Plan (CARP), including reducing landfill waste, expanding recycling and composting infrastructure, supporting community-wide greenhouse gas emissions reductions, and advancing long-term resiliency and sustainability efforts.

Both projects support the Town’s sustainability and resiliency goals by improving waste diversion infrastructure, reducing landfill-bound material, and encouraging greater participation in recycling and composting programs. The proposed improvements are intended to create a cleaner and more functional downtown environment while supporting long-term community sustainability efforts.

The restaurant composting pilot is specifically intended to divert organic waste from the landfill, which can help reduce greenhouse gas emissions associated with decomposing food waste. The upgraded waste and recycling containers are also expected to improve waste diversion performance, reduce contamination within recycling streams, and improve overall waste management operations along Main Street.

Staff Recommendation:

Staff recommends that the Town Council support the overall concepts for the Main Street waste and recycling container upgrades and the restaurant composting pilot program and provide direction for staff to continue project development, stakeholder coordination, cost refinement, and implementation strategies. If Council supports these initiatives, staff anticipates the trash and recycling containers could be in place by October 1st 2026, and the composting program could be up and running by October 1st 2026.

Reviews and Approvals:

- James Gorham, Economic Development Manager
- Katie Kent, Community Development Director
- Josh Southworth, Public Works Director
- Diane McBride, Deputy Town Manager
- Tom Fisher, Town Manager



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Monthly Financial Report

For the month ended April 30, 2026

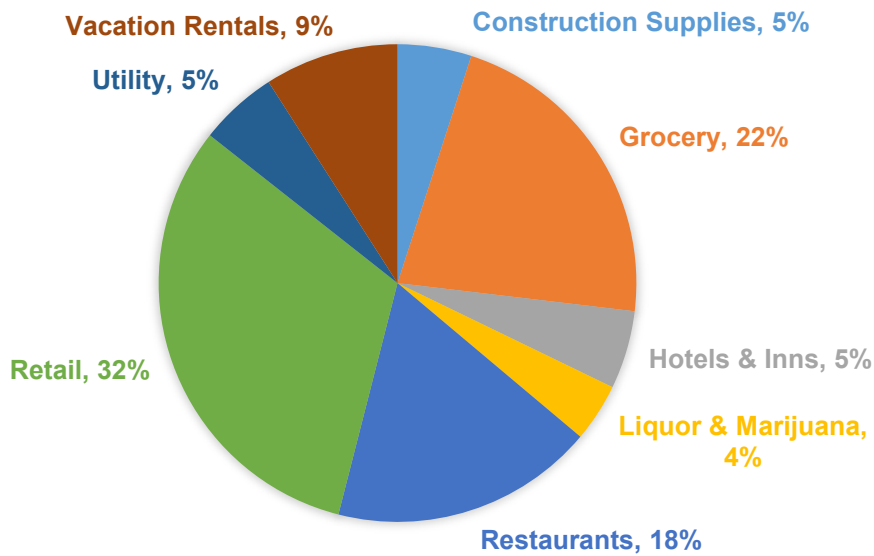


Sales Tax by Sales Month by Business Category

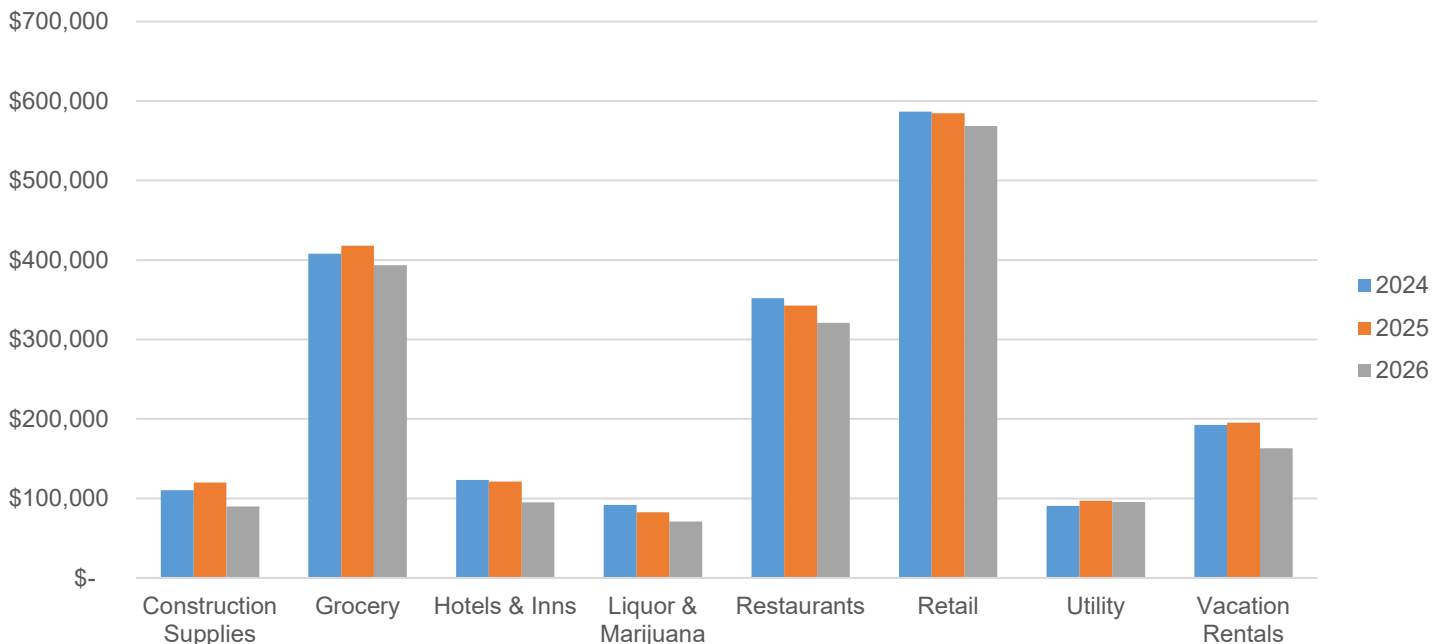
This section reflects business activity organized by the month in which sales occurred, as reported by vendors, allowing for year-over-year sector comparisons. Data for prior months is continually updated as delinquent returns are filed.

March 2026 has no category showing growth compared to the same month last year. Construction Supplies shows the biggest decline in terms of percentage and Retail shows the biggest decline in terms of dollars in March 2026 compared to March 2025.

YTD 2026



YTD 2024-2026 Sales Tax by Sales Month by Business Category



Sales Tax by Sales Month for each Business Activity

Total							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$632,487	\$627,996	\$590,005	(\$37,991)	-6%	(\$37,991)	-6%
February	\$631,852	\$620,753	\$568,194	(\$52,558)	-8%	(\$90,549)	-7%
March	\$690,499	\$712,351	\$638,855	(\$73,496)	-10%	(\$164,045)	-8.4%
April	\$390,321	\$413,704	\$0				
May	\$403,966	\$390,435	\$0				
June	\$553,197	\$572,569	\$0				
July	\$680,206	\$665,290	\$0				
August	\$611,347	\$596,954	\$0				
September	\$591,443	\$580,396	\$0				
October	\$473,855	\$461,528	\$0				
November	\$451,991	\$473,754	\$0				
December	\$794,294	\$824,245	\$0				
Total YTD Cumulative	\$1,954,837	\$1,961,099	\$1,797,054	(\$164,045)	-8%	(\$164,045)	-8%
Total Annual	\$6,905,456	\$6,939,975	\$1,797,054	n/a	n/a	n/a	n/a

Construction Supplies							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$29,868	\$25,514	\$29,487	\$3,973	16%	\$3,973	16%
February	\$34,226	\$39,660	\$19,435	(\$20,225)	-51%	(\$16,252)	-25%
March	\$46,269	\$54,696	\$40,923	(\$13,773)	-25%	(\$30,026)	-25%
April	\$42,554	\$39,193	\$0				
May	\$67,128	\$45,942	\$0				
June	\$69,887	\$82,618	\$0				
July	\$56,403	\$61,521	\$0				
August	\$66,940	\$51,828	\$0				
September	\$88,800	\$92,994	\$0				
October	\$70,750	\$52,349	\$0				
November	\$38,161	\$38,076	\$0				
December	\$70,767	\$75,214	\$0				
Total YTD Cumulative	\$110,363	\$119,870	\$89,845	(\$30,026)	-25%	(\$30,026)	-25%
Total Annual	\$681,752	\$659,606	\$89,845	n/a	n/a	n/a	n/a

Grocery							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$135,056	\$142,527	\$123,708	(\$18,820)	-13%	(\$18,820)	-13%
February	\$132,451	\$131,994	\$131,895	(\$99)	-0.1%	(\$18,918)	-7%
March	\$140,263	\$143,329	\$137,689	(\$5,639)	-4%	(\$24,558)	-6%
April	\$81,145	\$95,735	\$0				
May	\$81,313	\$80,788	\$0				
June	\$102,677	\$107,214	\$0				
July	\$147,197	\$148,266	\$0				
August	\$121,096	\$123,946	\$0				
September	\$108,618	\$104,187	\$0				
October	\$87,842	\$90,362	\$0				
November	\$95,189	\$101,052	\$0				
December	\$141,338	\$164,285	\$0				
Total YTD Cumulative	\$407,770	\$417,850	\$393,292	(\$24,558)	-6%	(\$24,558)	-6%
Total Annual	\$1,374,184	\$1,433,685	\$393,292	n/a	n/a	n/a	n/a

Hotels & Inns							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$37,864	\$34,464	\$31,657	(\$2,807)	-8%	(\$2,807)	-8%
February	\$41,730	\$46,360	\$31,307	(\$15,053)	-32%	(\$17,859)	-22%
March	\$43,522	\$40,336	\$32,185	(\$8,151)	-20%	(\$26,010)	-21%
April	\$13,692	\$13,145	\$0				
May	\$10,456	\$10,302	\$0				
June	\$19,935	\$19,141	\$0				
July	\$31,395	\$29,390	\$0				
August	\$29,431	\$25,007	\$0				
September	\$26,484	\$19,689	\$0				
October	\$18,627	\$14,264	\$0				
November	\$15,552	\$13,252	\$0				
December	\$37,209	\$32,453	\$0				
Total YTD Cumulative	\$123,116	\$121,159	\$95,149	(\$26,010)	-21%	(\$26,010)	-21%
Total Annual	\$325,898	\$297,803	\$95,149	n/a	n/a	n/a	n/a

Liquor & Marijuana							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$28,377	\$25,793	\$22,021	(\$3,772)	-15%	(\$3,772)	-15%
February	\$32,619	\$28,409	\$24,943	(\$3,466)	-12%	(\$7,238)	-13%
March	\$30,844	\$28,244	\$23,895	(\$4,349)	-15%	(\$11,587)	-14%
April	\$16,180	\$15,071	\$0				
May	\$13,485	\$13,070	\$0				
June	\$18,806	\$17,992	\$0				
July	\$24,665	\$23,308	\$0				
August	\$23,014	\$21,899	\$0				
September	\$18,163	\$16,829	\$0				
October	\$14,510	\$14,177	\$0				
November	\$16,217	\$15,416	\$0				
December	\$29,314	\$27,167	\$0				
Total YTD Cumulative	\$91,840	\$82,446	\$70,859	(\$11,587)	-14%	(\$11,587)	-14%
Total Annual	\$266,193	\$247,374	\$70,859	n/a	n/a	n/a	n/a

Restaurant							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$108,936	\$106,381	\$104,784	(\$1,598)	-2%	(\$1,598)	-2%
February	\$114,073	\$110,548	\$103,937	(\$6,611)	-6%	(\$8,209)	-4%
March	\$128,844	\$125,676	\$112,199	(\$13,477)	-11%	(\$21,685)	-6%
April	\$65,029	\$67,076	\$0				
May	\$62,315	\$64,267	\$0				
June	\$99,924	\$100,005	\$0				
July	\$137,618	\$135,160	\$0				
August	\$118,158	\$123,427	\$0				
September	\$102,608	\$100,450	\$0				
October	\$72,284	\$72,279	\$0				
November	\$61,713	\$65,120	\$0				
December	\$109,989	\$118,680	\$0				
Total YTD Cumulative	\$351,852	\$342,606	\$320,920	(\$21,685)	-6%	(\$21,685)	-6%
Total Annual	\$1,181,491	\$1,189,069	\$320,920	n/a	n/a	n/a	n/a

Retail - General							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$195,112	\$193,297	\$190,974	(\$2,323)	-1%	(\$2,323)	-1%
February	\$183,426	\$171,477	\$172,966	\$1,489	0.9%	(\$834)	-0.2%
March	\$208,248	\$220,000	\$204,619	(\$15,381)	-7%	(\$16,215)	-3%
April	\$129,877	\$138,505	\$0				
May	\$133,624	\$142,302	\$0				
June	\$195,856	\$197,696	\$0				
July	\$225,102	\$209,157	\$0				
August	\$196,783	\$200,140	\$0				
September	\$196,433	\$196,024	\$0				
October	\$163,847	\$169,155	\$0				
November	\$171,356	\$187,732	\$0				
December	\$295,680	\$304,690	\$0				
Total YTD Cumulative	\$586,786	\$584,774	\$568,559	(\$16,215)	-2.8%	(\$16,215)	-2.8%
Total Annual	\$2,295,343	\$2,330,176	\$568,559	n/a	n/a	n/a	n/a

Utility							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$30,630	\$31,039	\$30,745	(\$294)	-1%	(\$294)	-1%
February	\$30,096	\$32,012	\$31,952	(\$60)	-0.2%	(\$354)	-1%
March	\$29,858	\$33,935	\$32,598	(\$1,337)	-4%	(\$1,691)	-2%
April	\$24,409	\$27,404	\$0				
May	\$20,968	\$20,945	\$0				
June	\$21,455	\$21,173	\$0				
July	\$17,471	\$18,975	\$0				
August	\$17,381	\$18,785	\$0				
September	\$21,189	\$21,819	\$0				
October	\$16,492	\$20,859	\$0				
November	\$19,398	\$20,519	\$0				
December	\$31,880	\$30,055	\$0				
Total YTD Cumulative	\$90,584	\$96,986	\$95,295	(\$1,691)	-2%	(\$1,691)	-2%
Total Annual	\$281,226	\$297,519	\$95,295	n/a	n/a	n/a	n/a

Vacation Rentals							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$66,645	\$68,980	\$56,630	(\$12,351)	-18%	(\$12,351)	-18%
February	\$63,231	\$60,292	\$51,758	(\$8,534)	-14%	(\$20,884)	-16.2%
March	\$62,652	\$66,136	\$54,747	(\$11,389)	-17%	(\$32,273)	-17%
April	\$17,435	\$17,575	\$0				
May	\$14,677	\$12,820	\$0				
June	\$24,657	\$26,731	\$0				
July	\$40,356	\$39,512	\$0				
August	\$38,543	\$31,922	\$0				
September	\$29,149	\$28,404	\$0				
October	\$29,503	\$28,084	\$0				
November	\$34,405	\$32,587	\$0				
December	\$78,117	\$71,701	\$0				
Total YTD Cumulative	\$192,527	\$195,408	\$163,135	(\$32,273)	-17%	(\$32,273)	-17%
Total Annual	\$499,369	\$484,744	\$163,135	n/a	n/a	n/a	n/a



Cash Basis Financial Summary Section

This section provides a high-level snapshot of the Town of Frisco’s financial activity using **cash basis accounting**. Under this method, revenues and expenditures are recorded **only when cash is received or paid**, rather than when they are earned or incurred. This provides a clear, real-time view of available funds and the Town’s current financial position.

This summary is different from the year-over-year business activity section earlier in the report. That section looks at sales tax based on when sales happen, while this one focuses on when the Town actually receives the money—giving a real-time look at how collections are tracking against the budget.

This summary is designed to:

- Track revenue based on actual cash received.
- Support monthly budget monitoring and cash flow analysis.
- Complement economic activity data presented in the earlier sales tax trend comparison section.

Collections vs. Remittance

Understanding the timing of tax collection versus remittance is key to interpreting the data in this report.

Key Distinction

- Collected** = When the customer pays tax to the business.
- Remitted** = When the business sends that tax to the Town.

Collected Tax

- When:** At the time of sale to the customer.
- What Happens:** A business charges and collects tax at the point of sale (in-store, online, etc.).
- Example:** A \$100 purchase with an 8% sales tax results in \$8 collected from the customer by the business at checkout and held until the tax is remitted to the government.

Remitted Tax

- When:** Typically by the 20th of the following month (depending on the business’ filing frequency).
- What Happens:** The business submits the collected tax to the State and to the Town.
- Example:** Sales tax collected in January is generally remitted to the Town in February.

Why the Timing Difference Matters

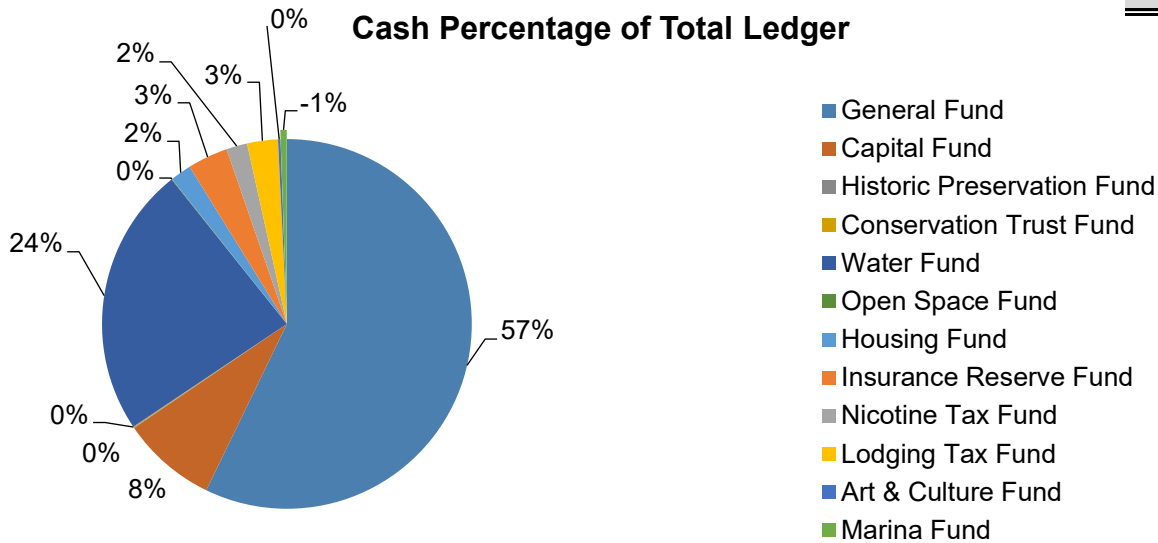
- Businesses **temporarily hold** collected tax until their designated remittance deadline.
- As a result, the Town’s revenue generally lags behind actual sales activity by at least one month.
- For example, **January shows \$0** because those taxes (from January sales) are remitted in February.
- “Period 13”** refers to November and December tax received in January and February but recorded as prior-year revenue to align with the year when the sales occurred, per Generally Accepted Accounting Principles.
- The following pages reflect when **actual tax payments** are received by the Town, not when the original sale happened. This is important for comparing **monthly cash receipts against budget projections**.

Financial Report - Cash Position April 2026

The cash position report shows the ending balance of each of the Town's 12 financial funds after recording the month's revenue and expenditure transactions. The majority of the Town's fund balance is held within the General Fund. This report lists the institutions/investments in which the cash balances are held. Currently the Marina Fund has a negative cash balance that is being carried by the General Fund. With upcoming summer months and activities the hope is that the Marina Fund will have a positive cash balance.

LEDGER BALANCES:

General Fund	\$15,062,693
Capital Fund	\$2,185,663
Historic Preservation Fund	\$16,374
Conservation Trust Fund	\$17,257
Water Fund	\$6,234,188
Open Space Fund	\$14,498
Housing Fund	\$486,929
Insurance Reserve Fund	\$928,883
Nicotine Tax Fund	\$481,648
Lodging Tax Fund	\$709,053
Art & Culture Fund	\$56,881
Marina Fund	(\$145,937)
TOTAL	\$26,048,129



ALLOCATION OF FUNDS:

1st Bank - Operating Account Bank Balance	\$4,857,033
1st Bank - Payroll Account Bank Balance	(\$3,047)
1st Bank - Accounts Payable Bank Balance	(\$248,875)
Colotrust Plus	\$5,569,974
CSIP	\$4,488,256
CSLIP	\$1,042,064
Alpine Bank CD	\$255,044
FirstBank CD	\$312,136
Wells Fargo CD	\$2,687
LPL Financial	\$5,335,016
McCook National Bank CD	\$250,000
Multi Bank Securities	\$1,929,679
ProEquities	\$1,755,374
BOK Financial	\$502,787
TOTAL	\$26,048,129

Treasurer's Report Fund Summaries - April

The Treasurer's report shows the revenue and expenditure/expense activity within each fund for the month. Additionally, it reports how this activity compares to the Town's YTD budget. The YTD budget is designed to take into account the seasonality of the Town's revenues that peak in the winter months; expenditures often peak with the summer construction season. The 2026 YTD Budget is based upon the distribution of 2024 actual revenue and expenditure/expense activity.

Fund	2026 YTD Actual	YTD Budget	% of YTD Budget	Total Budget	% of Total Budget
General Fund					
Revenues	\$6,519,177	\$6,660,985	97.9%	\$22,159,794	29.4%
Expenditures	\$6,434,398	\$7,387,080	87.1%	\$23,868,956	27.0%
<p>Revenue: High gas prices and low snow pack has resulted in lower visitor activity. Town & County sales tax, interest revenue, building permits/fees, tubing hill & Nordic revenues are coming in below YTD Budget.</p> <p>Expenses: Project timing resulted in reusable bag expenses, general gov't tech licenses, & PW bldg. repair/maintenance being under YTD budget. Advertising in response to lower visitations has marketing/comm/advertising above YTD budget. Vacancies resulted in PW Admin salaries being under budget. Work on building code changes resulted in CDD building professional expense being over YTD budget. Extra tubing days resulted in PRA seasonal salaries to be above YTD budget.</p>					
Capital Fund					
Revenues	\$694,652	\$892,099	77.9%	\$4,282,400	16.2%
Expenditures	\$666,940	\$2,567,816	26.0%	\$4,866,933	13.7%
<p>Revenue: Pausing vehicle/equipment purchases has made sale of assets under YTD budget. Interest income is below YTD budget. Timing of real estate sales has REIF revenue coming in higher than YTD budget. Timing is the same reason grant revenue is below YTD budget.</p> <p>Expenses: Environmental sustainability and fiber infrastructure are well below budget due to timing of projects.</p>					
Historic Preservation Fund					
Revenues	\$3,465	\$3,056	113%	\$11,045	31.4%
Expenditures	\$0	\$875	0.0%	\$3,500	N/A
<p>Revenue: Slightly higher than YTD budget.</p> <p>Expenses: Below YTD budget.</p>					
Conservation Trust Fund					
Revenues	\$10,421	\$9,870	105.6%	\$34,700	30.0%
Expenditures	\$0	\$0	0.0%	\$34,700	0.0%
<p>Revenue: State lottery funds coming in higher than budgeted.</p>					
Water Fund					
Revenues	\$425,013	\$496,962	85.5%	\$11,015,500	3.9%
Expenditures	\$724,903	\$1,317,805	55.0%	\$1,171,737	61.9%
<p>Revenue: Delayed rate increases have resulted in water user fees coming in below YTD budget.</p> <p>Expenses: Capital improvement projects are below budget due to timing of the PFAS plant.</p>					
Open Space Fund					
Revenues	\$100	\$167	59.7%	\$555	18.0%
Expenditures	\$0	\$0	N/A	\$0	N/A
<p>Revenue: Interest revenue is below YTD budget.</p>					
Housing Fund					
Revenues	\$986,955	\$2,670,754	37.0%	\$6,086,000	16.2%
Expenditures	\$1,315,331	\$1,247,316	105.5%	\$8,191,238	16.1%
<p>Revenue: Decreased visitations due to low snow and high gas prices resulted in and short term rental tax coming in below YTD budget. Delays in Mary Ruth unit sales have resulted in sale of assets coming in below YTD budget. Grant revenue us below YTD budget due to timing of grants. Develop impact fees/building permits are above YTD budget.</p> <p>Expenses: Project timing of 619 Granite & 101 West main have resulted in being above YTD budget. Debt payments will be made in May, as compared to April in 2024, resulting in debt service being below YTD budget.</p>					
Insurance Reserve Fund					
Revenues	\$655,322	\$655,749	99.9%	\$2,157,942	30.4%
Expenditures	\$1,281,980	\$893,076	143.5%	\$2,680,307	47.8%
<p>Revenue: Changes in accrual reporting have resulted in employer paid premiums below YTD budget. Stop loss refunds coming in above YTD budget as we have had some high claims.</p> <p>Expenses: High claims have resulted in medical/dental claims coming in higher than YTD budget.</p>					
Nicotine Tax Fund					
Revenues	\$96,135	\$109,431	87.9%	\$572,600	16.8%
Expenditures	\$131,024	\$78,159	167.6%	\$555,000	23.6%
<p>Revenue: Interest revenue is below YTD budget. Nicotine sales have declined resulting in taxes on nicotine being below YTD budget.</p> <p>Expenses: Timing of FIRC payment has resulted in community non-profit expenses being over YTD budget.</p>					
Lodging Tax Fund					
Revenues	\$355,937	\$409,776	86.9%	\$1,028,250	34.6%
Expenditures	\$189,756	\$250,508	75.7%	\$982,659	19.3%
<p>Revenue: Decreased visitors due to low snow and high gas prices resulted in lodging tax coming in below YTD budget.</p> <p>Expenses: Marketing and internet improvements below YTD budget. Main street flowers were purchased earlier resulting in being over YTD budget.</p>					
Art & Culture Fund					
Revenues	\$402	\$668	60%	\$72,000	0.6%
Expenditures	\$2,345	\$20,000	12%	\$80,000	2.9%
<p>Revenue: Interest revenue is below YTD budget.</p> <p>Expenses: Well below YTD budget.</p>					
Marina Fund					
Revenues	\$294,564	\$532,673	55.3%	\$2,959,239	10.0%
Expenditures	\$738,411	\$680,637	108.5%	\$3,045,133	24.2%
<p>Revenue: Low water projections have slips, moorings, and racks coming in below YTD budget. Dry storage is well above yearly budget.</p> <p>Expenses: Early capital purchases of boats & a dock down payment have capital improvements coming in over YTD budget. A new truck purchase has been delayed.</p>					

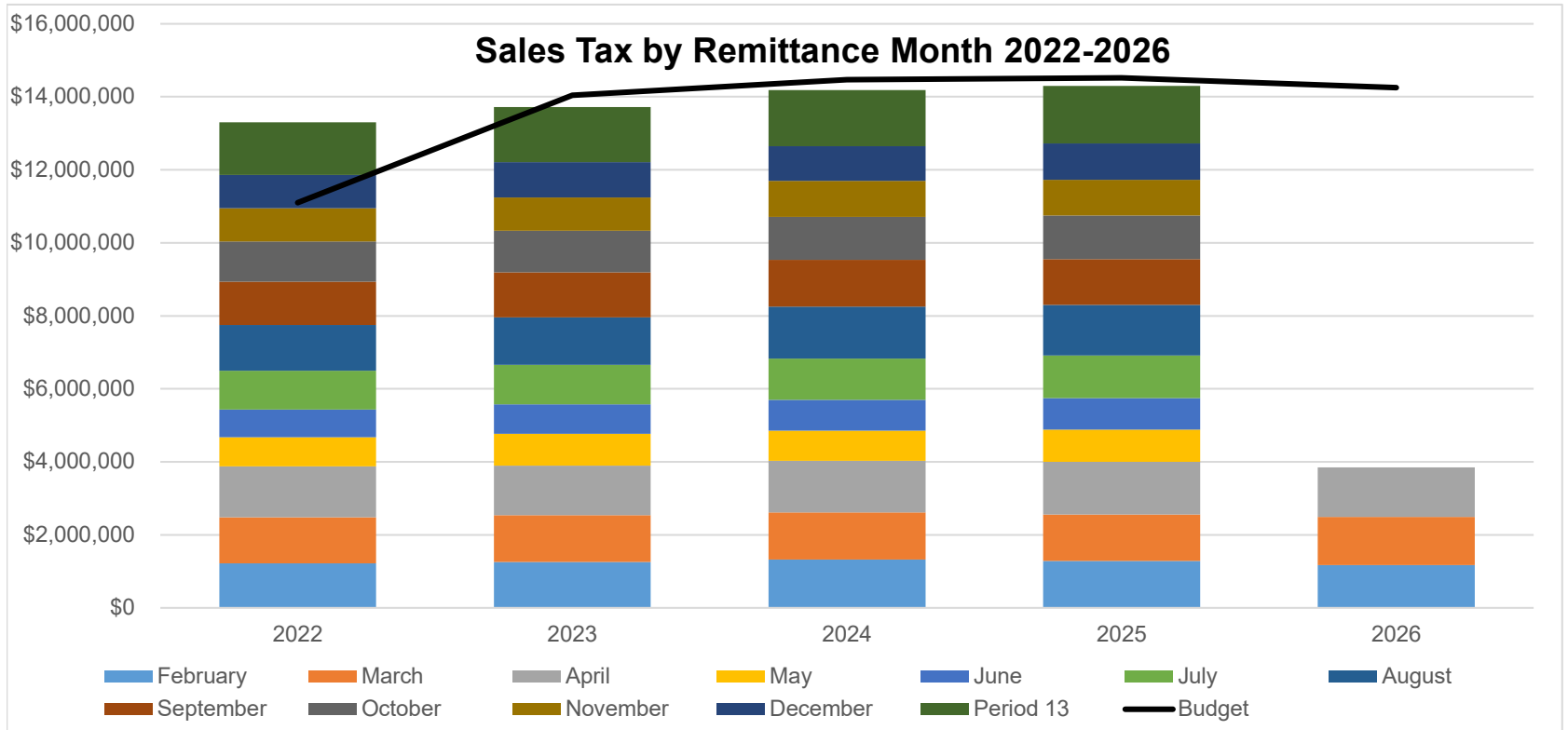
33% of the Fiscal Year has Elapsed

Sales Tax by Remittance Month

The general sales tax rate includes 2% Town of Frisco Sales tax & 2% Summit County Sales tax. Taxes collected from customers by businesses are remitted to the Town on the 20th of the following month.

The sales tax received from businesses in the April 2026 is down 6% or \$80,163 compared to April of the previous year. In April 2026, the Town received \$1,358,567 sales tax, compared to \$1,438,730 in sales tax received in April 2025. Reminder- this is sales tax submitted by businesses to the Town in April, and it is not report of sales tax collected by businesses from customers in April. Sales by business activity is outlined on pages 3 to 5 of this report.

Sales Tax by Remittance Month							
Year to Date through:							
April							
Month	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under)
				Change from PY			YTD Cumulative Budget to Actual
				\$	%	\$	%
January*	\$0	\$0	\$0	\$0	0%	\$0	0%
February	\$1,319,537	\$1,289,811	\$1,171,451	(\$118,360)	-9%	\$1,325,492	88%
March	\$1,299,392	\$1,271,726	\$1,315,719	\$43,992	3%	\$2,630,748	95%
April	\$1,410,027	\$1,438,730	\$1,358,567	(\$80,163)	-6%	\$4,047,138	95%
May	\$825,592	\$883,539	\$0				
June	\$847,818	\$865,974	\$0				
July	\$1,122,814	\$1,163,917	\$0				
August	\$1,431,710	\$1,387,660	\$0				
September	\$1,274,904	\$1,251,696	\$0				
October	\$1,181,374	\$1,194,923	\$0				
November	\$983,486	\$982,010	\$0				
December	\$950,005	\$996,176	\$0				
Period 13	\$1,541,943	\$1,576,868	\$0				
Total YTD Cumulative	\$4,028,956	\$4,000,267	\$3,845,737	(\$154,531)	-4%	\$4,047,138	95%
Total Annual	\$14,188,602	\$14,303,029	\$3,845,737	n/a	n/a	\$14,252,633	n/a

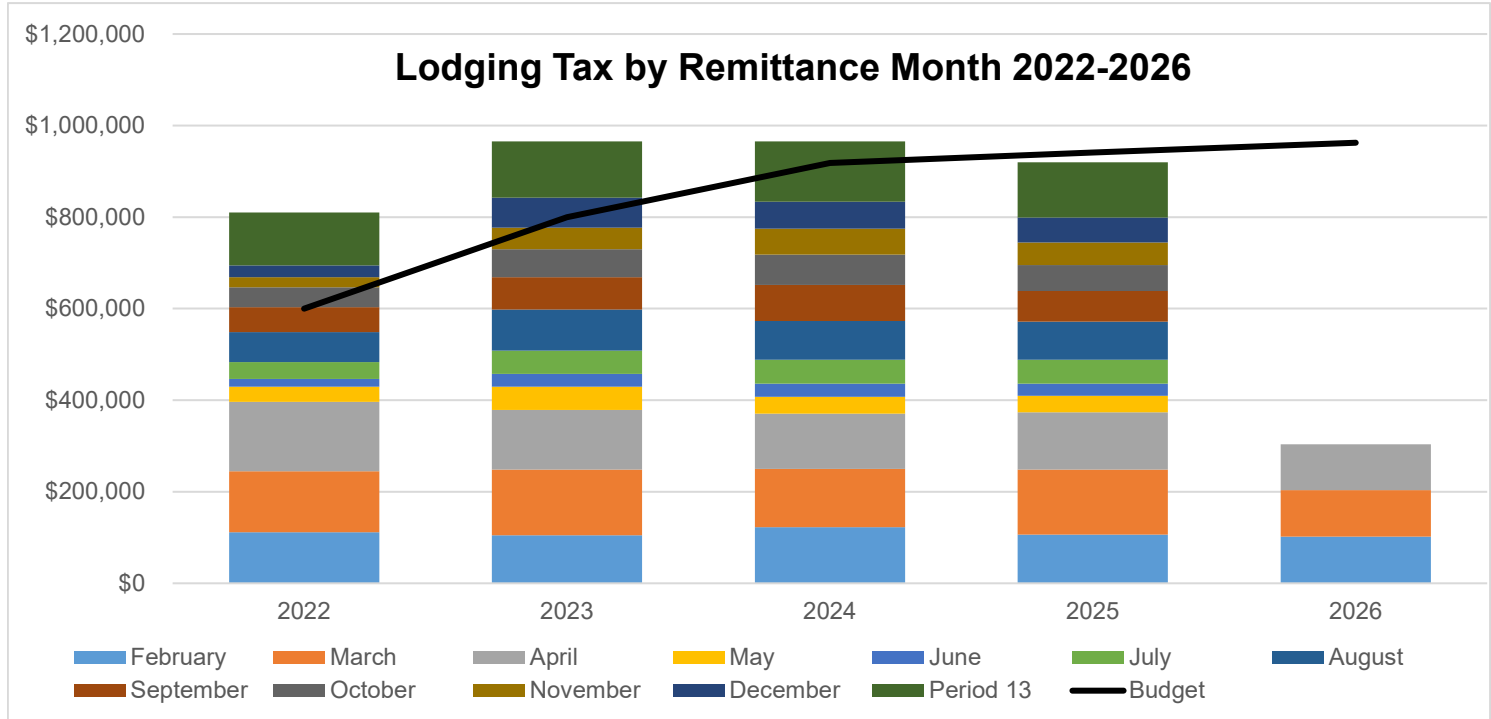


Lodging Tax by Remittance Month

The Lodging category (Hotels & Inns / Vacation Rentals) includes an additional 2.35% lodging tax. Taxes collected from the customer by the vendor should be remitted to the Town on the 20th of the following month.

The lodging tax received from businesses in April 2026 is down 20% or \$24,689 compared to April of the previous year. In April 2026, the Town received \$100,183 in lodging tax, compared to \$124,872 in lodging tax received in April 2025. Reminder- this is lodging tax submitted by businesses to the Town in April, and it is not a report of lodging tax collected by businesses from customers in April. Lodging sector business activity, hotels & inns or vacation rentals, is outlined on pages 4 and 5 of this report.

Town of Frisco - Lodging tax by Remittance Month							
Year to Date through:							
April							
Month	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under)
				Change from PY			
				\$	%	\$	%
January*	\$0	\$0	\$0	\$0	0%	\$0	0%
February	\$122,808	\$106,646	\$102,289	(\$4,357)	-4%	\$122,434	84%
March	\$127,283	\$141,897	\$101,223	(\$40,675)	-29%	\$249,329	82%
April	\$120,856	\$124,872	\$100,183	(\$24,689)	-20%	\$369,816	82%
May	\$36,349	\$35,980	\$0				
June	\$29,225	\$26,521	\$0				
July	\$52,233	\$52,358	\$0				
August	\$84,084	\$83,513	\$0				
September	\$79,328	\$66,726	\$0				
October	\$65,717	\$56,726	\$0				
November	\$56,820	\$49,703	\$0				
December	\$58,959	\$53,953	\$0				
Period 13	\$131,779	\$121,063	\$0				
Total YTD Cumulative	\$370,947	\$373,415	\$303,695	(\$69,720)	-19%	\$369,816	82%
Total Annual	\$965,443	\$919,958	\$303,695	n/a	n/a	\$962,500	n/a



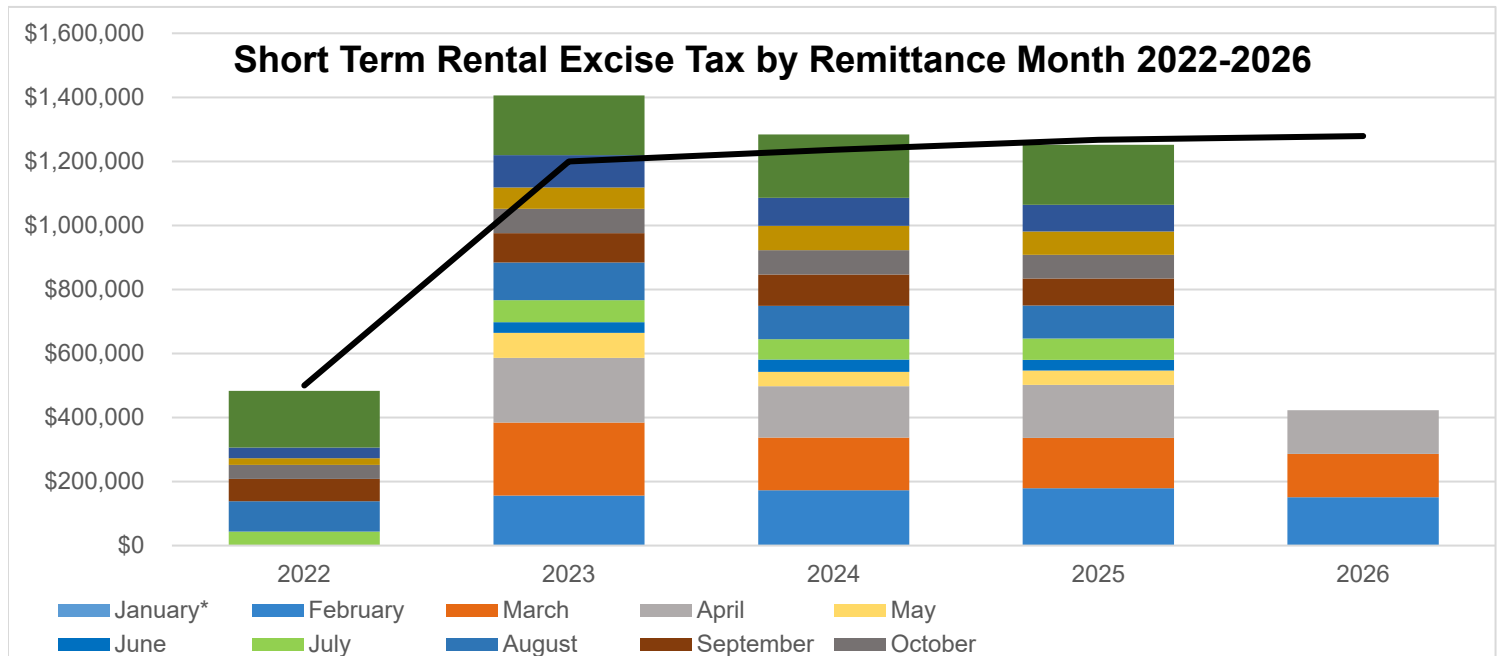
*January shows \$0 because taxes collected during that month are generally not remitted until February.

Short Term Rental (STR) Excise Tax by Remittance Month

A 5% STR Excise Tax was imposed on the purchase price paid or charged for the use of a short term rental property. This started on June 1, 2022. Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.

The STR excise tax received from business in April 2026 is down 17% or \$28,520 compared to April of the previous year. In April 2026, the Town received \$136,867 in STR excise tax, compared to \$165,387 in STR excise tax received in April 2025. Reminder-this is STR excise tax submitted by businesses to the Town in April, and it is not a report of STR excise tax collected by business from customers in April. Short Term Rental sector business activity is outlined on page 5 of this report.

Town of Frisco - STR Excise Tax by Remittance Month							
Year to Date through:							
April							
Month	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under) YTD Cumulative Budget to Actual
				Change from PY			
				\$	%	\$	%
January*	\$0	\$0	\$0	\$0	0%	\$0	0%
February	\$172,372	\$179,459	\$150,658	(\$28,802)	-16%	\$171,759	88%
March	\$165,059	\$157,366	\$135,688	(\$21,679)	-14%	\$336,231	85%
April	\$160,082	\$165,387	\$136,867	(\$28,520)	-17%	\$495,744	85%
May	\$44,999	\$44,879					
June	\$38,192	\$33,004					
July	\$63,857	\$66,991					
August	\$104,604	\$102,837					
September	\$97,797	\$83,814					
October	\$75,622	\$73,939					
November	\$75,770	\$72,787					
December	\$88,143	\$83,447					
Period 13	\$197,067	\$188,063					
Total YTD Cumulative	\$497,512	\$502,213	\$423,213	(\$79,000)	-16%	\$495,744	85%
Total Annual	\$1,283,563	\$1,251,974	\$423,213	n/a	n/a	\$1,279,000	n/a



*January shows \$0 because taxes collected during that month are generally not remitted until April.

Real Estate Investment Fee (REIF) by Remittance Month

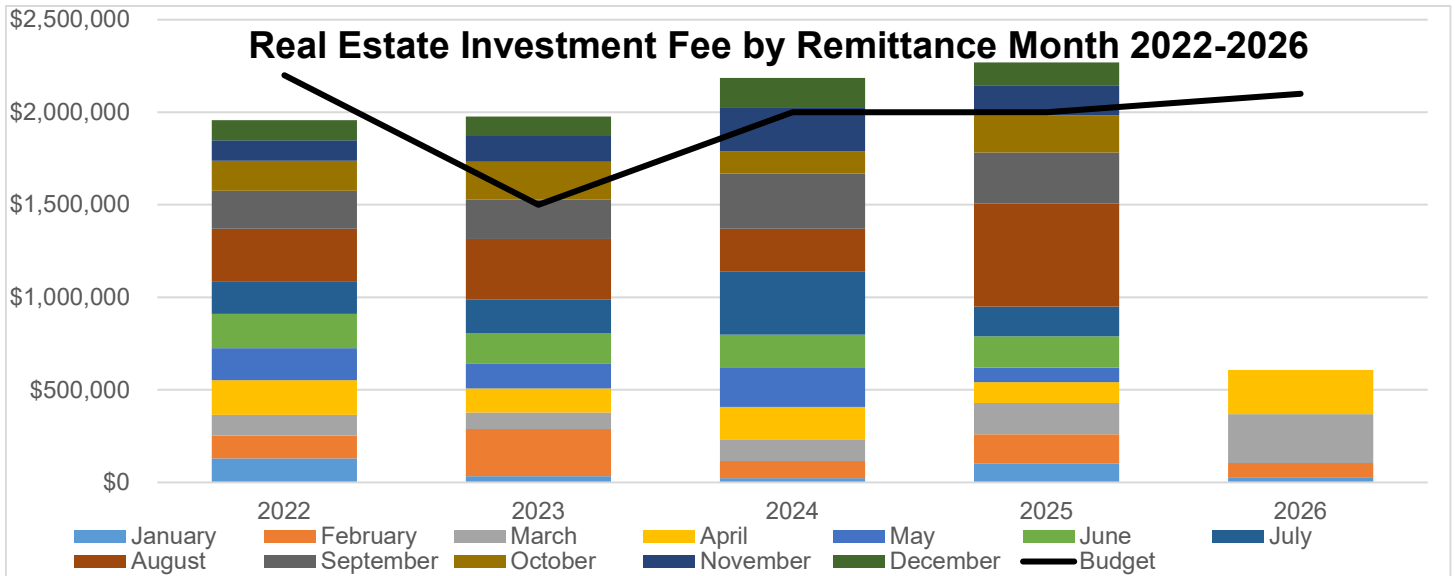
A 1% Real Estate Investment Fee is imposed on all real estate transfers within the Town.

The Real Estate Investment Fee received for the month of April 2026 is up 114% or \$127,580 compared to April of the previous year. In April 2026, the Town received \$239,670 in REIF, compared to \$112,090 received in April 2025.

In April 2026, the Town of Frisco recorded 14 real estate transactions involving sales with consideration. The average sale price during the month was \$1,711,929. The average sales price in the same month of 2025 was \$1,401,125.

[For a full detail report of the REIF for the month of April 2026 click here or visit Friscogov.com](#)

Town of Frisco - Real Estate Investment Fee (REIF)							
Year to Date through:							
April							
	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under) YTD Cumulative Budget to Actual
				Change from PY			
				\$	%	\$	%
January	\$22,650	\$101,400	\$28,200	(\$73,200)	-72%	\$21,765	130%
February	\$92,200	\$158,598	\$77,118	(\$81,480)	-51%	\$110,361	95%
March	\$114,130	\$168,976	\$263,589	\$94,613	56%	\$220,030	168%
April	\$178,945	\$112,090	\$239,670	\$127,580	114%	\$391,981	155%
May	\$209,935	\$78,428	\$0				
June	\$180,905	\$169,600	\$0				
July	\$341,290	\$161,160	\$0				
August	\$229,985	\$555,433	\$0				
September	\$298,893	\$277,410	\$0				
October	\$121,460	\$201,591	\$0				
November	\$232,355	\$158,030	\$0				
December	\$162,670	\$126,415	\$0				
Total YTD Cumulative	\$407,925	\$541,064	\$608,577	\$67,513	12%	\$391,981	155%
Total Annual	\$2,185,418	\$2,269,130	\$608,577	n/a	n/a	\$2,100,000	n/a



Paper Filing Fees

A \$10 paper filing fee is imposed per paper filing for a tax or fee remittance form, effective January 2025.

March 2026 shows 98% online tax filers. March 2026 shows 1% increase change on online tax filers compared to March of 2025.

*Paper filing fees may experience fluctuations in months of quarterly & annual returns: March, June, September, & December.

Town of Frisco - \$10 Paper filing fee									
Year to Date through:									
April									
Month	2024		2025		2026				
	Returns Filed	% Online filers	Returns Filed	% Online filers	Returns Filed	# Paper filed	# Online Filers	% Online filers	Paper filing fee
January	-	-	-	-	-	-	-	-	\$0
February	818	97%	859	97%	1,017	19	998	98%	\$120
March	820	97%	1,006	98%	1,125	19	1,106	98%	\$100
April	1,200	97%	1,304	97%	1,428	29	1,399	98%	\$20
May	790	97%	930	98%	-	-			\$0
June	818	97%	896	97%	-	-			\$0
July	1,235	97%	1,428	98%	-	-			\$0
August	864	97%	963	97%	-	-			\$0
September	844	97%	1,023	98%	-	-			\$0
October	1,309	97%	1,530	97%	-	-			\$0
November	877	97%	986	98%	-	-			\$0
December	881	97%	1,071	98%	-	-			\$0
Period 13	1,507	96%	1,862	96%	-	-			\$0
Total YTD Cumulative	2,838	95%	3,169	97%	3,570	67	3,503	98%	\$240
Total Annual	11,963	97%	13,858	97%	3,570	67	3,503	98%	\$240

Bag fees

The disposable bag fee program began January 1, 2020.



Note: bag fee program reporting is quarterly.



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: LINSEY JOYCE, RECREATION DIRECTOR
RE: RECREATION DEPARTMENT MONTHLY REPORT-MARCH 2026
DATE: MAY 26, 2026

Overview:

Winter operations staff monitored weather and deteriorating snow conditions, meeting almost daily to make the best decision for the safety of our guests and staff. The month of March started with five tubing lanes, and quickly shifted to three lanes, with a decrease in our max capacity of guests, per tubing session. On a high note, staff were able to extend hours and be open seven days a week for two weeks in March, during the peak spring break season.

Tubing Hill revenue saw a 32% decrease from March 2025 (\$489,336) to March 2026 (\$332,272.) This reflects 22 operable days in 2026 with lower capacity due to snowmelt, compared to 23 operable days in 2025 at full capacity due to normal snow conditions. Year to date Tubing Hill revenue is up by 2% when comparing 2025 (\$1,674,560) to 2026 (\$1,708,973.)

The amount of skiable Nordic terrain dropped from 3.5k to 2k in March. The Nordic Center closed three weeks early, leaving only 17 days in March available for skiing. Day pass visits were down 87% and season pass holder visits were down 71%, again, this accounts for 17 operable days in March 2026 compared to 31 operable days in March 2025.

Afterschool Fun Club continues five days a week at Frisco Elementary and Zeke's Shredders a collaboration with Team Summit, teaching downhill skiing and snowboarding fundamentals to kids, ended a week early, due to low snowpack.

Marina staff continue to work through modified paddle and power rental logistics as they prepare for a challenging summer.

The report below details each of the different divisions (Adventure Park, Marina, Special Events, and Recreation Programs) within the Department. Participation numbers (as appropriate) and financials are all presented for March 2026.

Adventure Park:

For the purpose of this report, the Adventure Park consists of all aspects of the Peninsula Recreation Area (PRA) including the tubing hill, ski and ride hill, field and facility reservations, concessionaire operations, the bike park, the skatepark, disc golf, trails and the Nordic Center. Finances are broken down into 1160 accounts (tubing hill, ski and ride hill, Day Lodge) and 1170 accounts (Nordic and Trails).

March 2026 highlights for the Adventure Park (1160) included the following:

Day Lodge/Slopeside Hall/Guest Service:

- Slopeside Hall was utilized for internal events during the month of March, including registration for Brewski, and Winter Vacation Sensation (no-school day camp.)
- Slopeside Hall was booked for a high school sports banquet, a baby shower, four large tubing groups, and staff welcomed five Make-A-Wish families in March.

Tubing Hill:

- The Operations team made the decision to open the Tubing Hill and Beginner Ski and Snowboard Hill on Tuesdays and Wednesdays, during peak spring break visitation weeks on March 10, 11, 17, 18.
- Staff faced unseasonably warm temperatures and an unprecedented rate of snowmelt in early March.
 - On March 7, staff rebuilt the tubing lanes and pushed lane 5 into lanes 1-4.
 - On March 17, tubing lanes were again rebuilt, and lane 4 was pushed into lanes 1-3.
- The Operations team continued navigating speed control of lanes throughout each day, shifting to hard shell tube bottoms almost daily; this is strategically based on actual lane conditions for speed management.
- Puddles started to form at the bottom of lanes near rollers on warm afternoons. While 4 lanes were still available, staff were able to close one lane when the conditions became less than ideal.
- Snow walkways were complete puddles to trudge through by afternoon most days in March.
- The tubing hill closed for the 25/26 season on March 22. This Tubing Hill was scheduled to close on Sunday, April 5.

Ski Hill:

- The Operations team continued to pull snow off the back of the tubing berm to refill the Powder Playground beginner ski area.

- Snow Schoolers operated lessons on the added Tuesdays and Wednesdays on March 10, 11, 17, 18.
- The Beginner Ski and Snowboard hill closed for the season on March 22.
- The Power Playground remained open through March 25 for Snow Schooler lessons.
- Bubble Gum races continued on Wednesdays in March, however, the final Bubble Gum race of the season was canceled on March 25 due to lack of snow.

Railpark:

- The grooming team continued to refresh snow in the rope tow lane throughout the month due to rapid snowmelt.
- Park features were consolidated over the month of March as the snowpack declined.
- The rope snapped on March 13 during Friday Under the Lights event; a new rope was spliced together the following morning. 2.5 hours of operational downtime occurred overall.
- The Railpark final day of operation for the season was March 22. The park stayed open later that day until “last rider standing” with a hard shutdown time of 9pm. Boardslide Magazine came out to grill and celebrate another successful season of the Frisco Railpark.
- Two scheduled events were canceled due to the lack of snow; The Children of the Graves (March 27,) and Snowforlife (April 11.)

Bike Park/Skate Park/Disc Golf Course:

- Disc Golf course opened on March 31, nearly a month earlier than it traditionally opens.

Table 1: Frisco Adventure Park Financials (1160)

	March 2026	March 2025	March 2024
Revenue – 1160	\$332,272	\$489,336	\$408,800
Expenses – 1160	\$227,241	\$225,904	\$255,973

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1160	\$1,708,973	\$3,252,965	\$1,674,560	\$1,376,079
Expenses – 1160	\$748,994	\$2,068,798	\$502,046	\$597,619

Table 2: Frisco Adventure Park Participation (1160)

	March 2026	March 2025	March 2024
Total Tubing Visits	10,726	15,957	16,067
Total FAP Ski Tix Visits	537	306	417
Snow Schooler Participants	341	286	369
Railpark Adult Day Tickets	225*	167*	N/A
Railpark Youth Day Tickets	109*	75*	N/A

**Does not include Railpark season pass holder visits*

March 2026 highlights for the Frisco Nordic Center (1170) included the following:

- Frisco Nordic Center (FNC) snowshoe trails were closed for the month of March due to lack of snow.
- FNC reduced seasonal staffing throughout the month due to low lesson volume.
- The Brewski event took place as planned on March 7.
- The re-scheduled Frisco Gold Rush for March 14 was cancelled due to lack of snow.
- The Masters Ski Program completed their season of Tuesday and Thursday AM ski clinics on March 12.
- Breckenridge Nordic Center extended an offer of free skiing to all FNC pass holders for the remainder of the season.
- FNC staff assisted with the Nordic Bubble Gum race on March 18 with course setting and free rental support.
- The Nordic Center closed due to warm temperatures on March 17 with approximately 2km of groomed skiing. This Nordic Center was scheduled to close on Sunday, April 5.
- With the warm temps and early FNC closure, Dominic Muth, Nordic & Trails Supervisor, began using the mini excavator and completed work on the summer Perimeter trail.

Table 3: Frisco Nordic Center and Trails Financials (1170)

	March 2026	March 2025	March 2024
Revenue – 1170	\$29,393	\$115,035	\$135,110
Expenses – 1170	\$105,766	\$90,007	\$119,951

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1170	\$210,575	\$870,060	\$393,109	\$412,413
Expenses – 1170	\$285,089	\$1,000,234	\$288,312	\$268,605

Table 4: Frisco Nordic Center and Trails Participation (1170)

	March 2026	March 2025	March 2024
Day Pass Visits	278	2,215	2,924
Season Pass Visits	286	991	1,059
Total Lesson Participants	57	131	209

Frisco Bay Marina:

March 2026 highlights for the Frisco Bay Marina (9000) included the following:

- The latest Denver Water Operations model shows no improvement in summer 2026 water level predictions, however, plans are still in place to provide limited moorings, storage options, full paddle rentals and a modified power rental operation.

- Interviews and hiring started in March with internal/returner job postings going live on March 10 and postings to the public going live on March 16. Due to the low water situation and reduction in the seasonal staff budget, the FBM staffing model has been modified for the 2026 boating season.
- Some important financial updates include the following:
 - As noted in the February 2026 report, YTD expenses exceed revenue at this time due to significant capital investments secured early in the year. No additional capital purchases will be made for the remainder of 2026.
 - Staff anticipate that revenue streams will see a bump in mid-April including season parking passes and online boat rentals.

Table 5: Frisco Marina Financials (9000)

	March 2026	March 2025	March 2024
Revenue – 9000	\$156,012.30	\$61,461.52	\$186,306.11
Expenses – 9000	\$64,447.38	\$57,378.63	\$138,277.60

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 9000	\$217,909.91	\$2,959,293	\$527,602.06	\$400,236.17
Expenses – 9000	\$659,358.95	\$3,052,630	\$198,382.57	\$269,694.30

Table 6: Frisco Marina Rental Numbers (9000)

SUP's	Closed for Season
Canoes	Closed for Season
Pedal Kayaks	Closed for Season
Single Kayaks	Closed for Season
Tandem Kayaks	Closed for Season
Fishing Boats	Closed for Season
Small Pontoon Boats	Closed for Season
Large Pontoons	Closed for Season

Recreation Programs:

March 2026 highlights for Recreation Programs (1150) included the following:

Programs/Events:

- Frisco Brewski had a 24% decrease in event participation. Staff attribute this decrease to the low snowpack, and the date of the event being bumped a week earlier than prior years. The event was still a success with 10 breweries and a DJ on site.
- Staff made the difficult decision to cancel the 2026 Frisco Gold Rush Nordic ski races, due to low snowpack.
- Zeke's Shredder's, a learn to ski and snowboard program, continued with 34 kids enrolled in the afterschool program that took place on Mondays and Thursdays.

- Summer camp registration opened two weeks earlier this year, to better align with other summer camp registration dates around the county. This resulted in an increase in March program revenue.
- The final Kids Night Out of the year took place on March 20, with tubing, pizza, and a movie.
- Youth program staff held one no-school day minicamp on March 13, at Slopeside Hall.

Table 7: Program and Athletic Events Financials (1150):

	March 2026	March 2025	March 2024
Revenue – 1150	\$97,849.13	\$21,093.6	\$13,494.4
Expenses – 1150	\$49,429.01	\$51,638.13	\$35,983

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1150	\$ 154,779.13	\$524,000	\$75,146.35	\$77,525.5
Expenses – 1150	\$120,983.18	\$930,756	\$124,971.07	\$87,807.81

Table 8: Program and Events Participation (1150)

	March 2026	March 2025	March 2024
Winter Vacation Sensation	18	24	40
Little Vikings	0	0	162
After School Fun Club	430	320	388
Kids Night Out	28	27	28
Frisco Brewski	263	350	330
Zeke’s Shredders	296	188	46
TOTAL	1035	909	994

Special Events:

March 2026 highlights for Special Events (1140) included the following:

- The annual Mardi Gras 4Paws was held on February 21, 2026. In 2025 the event was held in March.
- Event staff continue to prepare logistics for upcoming spring and summer events, including Town Clean Up Day, Concerts in the Park, Rock the Dock, and July 4th.
- Summer seasonal recruitment began for both Program and Event jobs. Staff began the interview process and hope to be fully staffed by mid to late April.

Table 9: Community Event Participation Financials (1140)

	March 2026	March 2025	March 2024
Revenue – 1140	\$0	\$0	\$0
Expenses – 1140	\$35,857	\$25,385	\$24,811

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1140	\$0	\$0	\$0	\$0
Expenses– 1140	\$74,354	\$594,486	\$44,091	\$62,782

Table 10: Community Event Participation (1140):

	March 2026	March 2025	March 2024
Mardi Gras 4Paws	0	~250	0



RECORD OF PROCEEDINGS – MINUTES

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

Call to Order:

Work Session called to order at 4:15PM by Mayor Ihnken.

- **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

**REGULAR MEETING OF
THE TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443
MAY 12, 2026 AT 7:00PM**

Call to Order:

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

Roll Call:

Roll called by Deputy Town Clerk Anna Jones at 7:05PM.

Rick Ihnken – PRESENT (IN-PERSON) – Mayor

Elizabeth Skrzypczak-Adrian – PRESENT (IN-PERSON) - Mayor Pro Tem

Martin Allen – ABSENT

Robyn Goldstein – PRESENT (IN-PERSON)

Andy Held – PRESENT (IN-PERSON)

Thayer Hirsh – PRESENT (IN-PERSON)

Dan Kibbie – PRESENT (IN-PERSON)

Public Comment:

Public Comment opened by Mayor Ihnken at 7:06PM.

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.

Seeing no public comments in person or online, Mayor Ihnken closed Public Comment at 7:07PM and moved into Council Comments.

Council Comments:

Mayor Ihnken thanked neighboring municipalities for a unified, proactive approach to Water Restrictions

Andy Held thanked the local Fire Authorities on their work on fire restrictions

Staff Updates:

Town Manager Tom Fisher mentioned Hotel Frisco is hosting a Frisco Chamber of Commerce mixer happening tomorrow evening.

Town Manager Tom Fisher also mentioned that 101 West Main Street housing project has begun with construction equipment on the lot, and mentioning that there is a 101 West Main Street housing project item on Consent this evening.

Consent Agenda:

- Minutes from April 28, 2026
- 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 Consideration and Possible Approval (101 West Main Street)

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

VOTE:

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

MOTION: PASSED AT 7:09PM

Mayor Ihnken congratulated all Frisco Arts & Culture Council and Planning Commission board members who were reappointed.

New Business:

Agenda Item #1: First Reading Ordinance 26-15: AMENDING CHAPTER 124, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING WASTE REDUCTION AND RECYCLING, TO ALIGN WITH THE SUMMIT COUNTY SINGLE-STREAM RECYCLING SYSTEM BY REMOVING REQUIREMENTS FOR SEPARATE GLASS COLLECTION

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

Nico Cruz, Sustainability Coordinator, presented the item, stating that he is recommending approval of the Ordinance, that it helps the Town achieve its Sustainability goals, and offered to answer questions. He also provided context as to why glass is now allowed, stating that it is due to new technology at facilities on the front range that can remove glass from the remaining materials in recycling.

Councilmember Kibbie asked if Nico had details about the technology about the glass separation, Nico did not have details as to the technological processes at the facility at this time. Councilmember Kibbie asked about specific restaurants who use different pickup systems, Nico responded with information about certain businesses who use certain types of pickup services over another, and how it can impact the restaurant staff's practices of separation. Commercial single stream recycling customers can currently incorporate glass.

Mayor Pro Tem Skrzypczak-Adrian asked Nico about exempting local businesses who are part of a Homeowners Association for recycling. Nico responded that there is currently an established pathway to exemption, but that he would be willing to discuss and review that process if Council believes it needs to be changed.

Councilmember Kibbie asked about licensed hauler and a potentially non-compliant locations. Councilmember Hirsh asked Nico about single stream recycling generally. Mayor Ihnken asked if there is a requirement for businesses and homes to go to single stream recycling or source separation. Mayor Ihnken asked about cost impacts for the Summit County Resource Allocation Park (SCRAP AKA the Landfill), Nico said he did not have any updated from the County or High Country Conservation at this time. Nico answered all questions with regard to Town Code and invited conversations with Council at anytime for further information offline.

Mayor Ihnken opened the floor for Public Comment at 7:19PM, seeing no public comment, Mayor Ihnken closed public comment and moved back for any further Council Discussion or a Motion.

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

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

MOTION: PASSED AT 7:20PM

Agenda Item #2: First Reading Ordinance 26-09: FIRST READING OF ORDINANCE 26-09 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

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

Katie Kent, Community Development Director, and John Schumacher, Chief Building Official, presented the item and offered to answer questions. Katie provided a general overview of the process, while John provided a technical review of the amendments.

Mayor Ihnken opened the floor for Public Comment at 7:42PM:

Full Name of Commenter	In Person or Online	Address	Topic(s)
Matt Wright	In Person	3B Alpine Drive	Owner of Deeper Green Consulting, provided detailed comments on each individual proposed Code Amendments.

Seeing no further public comment, Mayor Ihnken closed public comment and moved back for any further Council Discussion or a Motion.

MOTION: MAYOR PRO TEM SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE ITEM ON FIRST READING, TO BE BROUGHT BACK ON SECOND READING WITH THE BELOW LISTED CHANGES DISCUSSED AND AGREED UPON BY COUNCIL, WITH THE FOLLOWING AMENDMENTS PROPOSED, AS STATED BY TOWN ATTORNEY THAD RENAUD:

- CHANGING R-401 MULTI-FAMILY REQUIREMENTS TO ERI
- DELETING R-405 IN ITS ENTIRETY
- STRIKING THE AMENDMENT RELATED TO ERI
- CHANGING PROVISION TO PERMITS
- STRIKING ADOPTION OF FIRE CODE APPENDICES BY REFERENCE
- CHANGING POINTS ON AC

SECONDED BY COUNCILMEMBER HELD.

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

MOTION: PASSED AT 7:51PM

Executive Session:

MOTION: MAYOR PRO TEM SKRZYPCZAK-ADRIAN MOVED TO ENTER 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, SECONDED BY COUNCILMEMBER THIRSH.

COUNCIL UNANIMOUSLY AND SIMULTANEOUSLY VOTED TO ENTER EXECUTIVE SESSION.

MOTION: PASSED AT 7:53PM

Executive Session ensued.

MOTION: MAYOR PRO TEM SKRZYPCZAK-ADRIAN MOVED TO COME OUT OF EXECUTIVE SESSION, COUNCIL UNANIMOUSLY AND SIMULTANEOUSLY VOTING TO EXIT EXECUTIVE SESSION.

MOTION: PASSED AT 8:17PM

New Business (continued from prior to Executive Session):

Agenda Item #4: Settlement Agreement in the Town of Frisco v. MW Golden Constructors Litigation Consideration and Possible Approval

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

Town Attorney Thad Renaud presented the item and offered to answer questions.

Mayor Ihnken opened the floor for Public Comment at 8:20PM, seeing none, closed public comment and moved back for any further Council Discussion or a Motion.

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

HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
HIRSH	YEA
IHNKEN	YEA

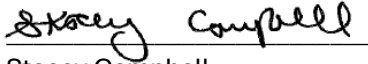
ALLEN	ABSENT
KIBBIE	YEA
GOLDSTEIN	YEA

Adjourn:

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

MOTION: PASSED AT 8:21PM

Respectfully Submitted,



Stacey Campbell
Town Clerk



Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	0042244-IN	Invoice 0042244-IN Gas	03/30/2026	3,424.15	3,424.15	04/02/2026
410	ACORN PETROLEUM INC.	0042327-IN	Invoice 0042327-IN gas	03/31/2026	2,727.02	2,727.02	04/09/2026
410	ACORN PETROLEUM INC.	0043457-IN	Invoice 0043457-IN gas	04/15/2026	2,849.52	2,849.52	04/22/2026
Total ACORN PETROLEUM INC.:					9,000.69	9,000.69	
ADVANCED NETWORK MANAGEMENT, INC							
505	ADVANCED NETWORK MANAG	IN114859	IT capital purchase for servers.	02/05/2026	17,717.62	17,717.62	04/02/2026
Total ADVANCED NETWORK MANAGEMENT, INC:					17,717.62	17,717.62	
ALL ELECTRIC COMPANY INC.							
778	ALL ELECTRIC COMPANY INC.	032565	Conference room provisions	04/03/2026	2,791.00	2,791.00	04/09/2026
Total ALL ELECTRIC COMPANY INC.:					2,791.00	2,791.00	
ALPINE SPECIALTY SERVICES							
997	ALPINE SPECIALTY SERVICES	6657	Snow removal at FAP	03/01/2026	2,416.00	2,416.00	04/16/2026
Total ALPINE SPECIALTY SERVICES:					2,416.00	2,416.00	
AMELIA OKES							
1081	AMELIA OKES	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total AMELIA OKES:					50.00	50.00	
AMELIA SCHNEK							
1082	AMELIA SCHNEK	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total AMELIA SCHNEK:					50.00	50.00	
ARTEMISIA MEDIA							
10571	ARTEMISIA MEDIA	4132026	Full page ad in Exit 205 Magazine	04/13/2026	2,999.00	2,999.00	04/16/2026
Total ARTEMISIA MEDIA:					2,999.00	2,999.00	
ARVADA PUMP COMPANY							
1887	ARVADA PUMP COMPANY	31091	Well 5 and 6 Pump Professional C	03/30/2026	2,450.00	2,450.00	04/02/2026
Total ARVADA PUMP COMPANY:					2,450.00	2,450.00	
AURORA WORLD, INC.							
2060	AURORA WORLD, INC.	66025003	Reorder of retail stuffies for the gif	04/20/2026	2,113.66	2,113.66	04/22/2026
Total AURORA WORLD, INC.:					2,113.66	2,113.66	
AUSTYNN TUXHORN							
2071	AUSTYNN TUXHORN	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total AUSTYNN TUXHORN:					50.00	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AVEDA INSTITUTE OF COSMETOLOGY							
2143	AVEDA INSTITUTE OF COSMET	692025	For Student Colette Bocksch	04/20/2026	3,000.00	3,000.00	04/22/2026
Total AVEDA INSTITUTE OF COSMETOLOGY:					3,000.00	3,000.00	
AVERTIUM LLC							
2142	AVERTIUM LLC	INV613612	Managed XDR for Microsoft	04/01/2026	3,592.30	3,592.30	04/09/2026
Total AVERTIUM LLC:					3,592.30	3,592.30	
BLAIR MILLER							
2986	BLAIR MILLER	42026	Mileage reimbursement for driving	04/20/2026	93.96	93.96	04/22/2026
Total BLAIR MILLER:					93.96	93.96	
BLAISE LYMAN							
2999	BLAISE LYMAN	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total BLAISE LYMAN:					50.00	50.00	
BODHI LOWE							
3186	BODHI LOWE	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total BODHI LOWE:					50.00	50.00	
BROWNS HILL ENGINEERING & CONTROLS							
3810	BROWNS HILL ENGINEERING &	25-138	Service Work - Panel fan installati	04/14/2026	3,143.00	3,143.00	04/16/2026
Total BROWNS HILL ENGINEERING & CONTROLS:					3,143.00	3,143.00	
BUFFALO MOUNTAIN MANAGERS							
3969	BUFFALO MOUNTAIN MANAGE	519 Teller Unit	HOA Dues 519 Teller Unit 7	04/01/2026	500.00	500.00	04/02/2026
Total BUFFALO MOUNTAIN MANAGERS:					500.00	500.00	
CEDAR LODGE CONDOMINIUMS							
4621	CEDAR LODGE CONDOMINIUM	11003	Unit 210 HOA Dues	04/01/2026	518.97	518.97	04/02/2026
Total CEDAR LODGE CONDOMINIUMS:					518.97	518.97	
CHANGE CURRY							
4782	CHANGE CURRY	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total CHANGE CURRY:					50.00	50.00	
CIENNA OLIVER							
5389	CIENNA OLIVER	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total CIENNA OLIVER:					50.00	50.00	
CLINGERHAGERMAN, LLC							
5689	CLINGERHAGERMAN, LLC	1235	Marina CPA Review	04/13/2026	1,820.85	1,820.85	04/16/2026
Total CLINGERHAGERMAN, LLC:					1,820.85	1,820.85	
CMNM							
5727	CMNM	IN229019	BACK YARD PAGE WEEKLY BIL	03/31/2026	300.00	300.00	04/02/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CMNM:					300.00	300.00	
COLORADO PASSENGER TRAMWAY SAFETY BOARD							
6819	COLORADO PASSENGER TRAM	11425	Yearly Inspection Services for bot	11/04/2025	529.43	529.43	04/09/2026
Total COLORADO PASSENGER TRAMWAY SAFETY BOARD:					529.43	529.43	
COMPREHENSIVE BUILDING CODE SERVICES LLC							
7091	COMPREHENSIVE BUILDING C	030	March 2026 Building Services	04/01/2026	37,475.00	37,475.00	04/02/2026
7091	COMPREHENSIVE BUILDING C	CODE ADOPTI	Code Adoption work and purchas	04/01/2026	1,258.37	1,258.37	04/02/2026
7091	COMPREHENSIVE BUILDING C	CODE ADOPTI	Code Adoption work and purchas	04/01/2026	6,030.00	6,030.00	04/02/2026
Total COMPREHENSIVE BUILDING CODE SERVICES LLC:					44,763.37	44,763.37	
COMPSPYCH CORPORATION							
7092	COMPSPYCH CORPORATION	26041651	FMLA & ADA Services 4/6/26 to 7/	03/02/2026	1,624.50	1,624.50	04/02/2026
Total COMPSPYCH CORPORATION:					1,624.50	1,624.50	
CONNOR BOOTS							
7166	CONNOR BOOTS	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total CONNOR BOOTS:					50.00	50.00	
CORE & MAIN LP							
7419	CORE & MAIN LP	W757848	Meter Reading Equipment	03/31/2026	1,149.66	1,149.66	04/02/2026
7419	CORE & MAIN LP	Y695180	Water Meter Parts	03/23/2026	2,820.65	2,820.65	04/02/2026
7419	CORE & MAIN LP	Y716971	County Project 3" Meter	03/23/2026	3,165.98	3,165.98	04/02/2026
7419	CORE & MAIN LP	Y737984	New Meters	03/25/2026	2,808.00	2,808.00	04/02/2026
7419	CORE & MAIN LP	Y806748	3" Water Meter for 602 Galena	04/08/2026	3,165.98	3,165.98	04/16/2026
Total CORE & MAIN LP:					13,110.27	13,110.27	
DIANE MCBRIDE							
9110	DIANE MCBRIDE	2026.04.21	Monthly Cell Phone Reimburseme	04/21/2026	70.00	70.00	04/22/2026
Total DIANE MCBRIDE:					70.00	70.00	
ECOLOGICAL RESOURCE CONSULTANTS LLC							
9859	ECOLOGICAL RESOURCE CON	INV1102	Hydrological modeling review for	04/07/2026	102.00	102.00	04/16/2026
Total ECOLOGICAL RESOURCE CONSULTANTS LLC:					102.00	102.00	
EMMETT GREGORY							
10229	EMMETT GREGORY	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total EMMETT GREGORY:					50.00	50.00	
EVELYN VERSAILLES							
10501	EVELYN VERSAILLES	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total EVELYN VERSAILLES:					50.00	50.00	
FINN MCFARLAND							
10836	FINN MCFARLAND	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FINN MCFARLAND:					50.00	50.00	
FIRST DIGITAL COMMUNICATIONS, LLC							
10881	FIRST DIGITAL COMMUNICATIO	00953691-1	Act# 16977	04/01/2026	322.88	322.88	04/09/2026
Total FIRST DIGITAL COMMUNICATIONS, LLC:					322.88	322.88	
FREEDOM MAILING SERVICES INC.							
11260	FREEDOM MAILING SERVICES I	52725	1st Q paper water billing fee	04/07/2026	393.00	393.00	04/16/2026
Total FREEDOM MAILING SERVICES INC.:					393.00	393.00	
FRISCO SANITATION DISTRICT							
11530	FRISCO SANITATION DISTRICT	2025	2025 Parklet payments to Frisco	04/17/2026	1,640.00	1,640.00	04/22/2026
Total FRISCO SANITATION DISTRICT:					1,640.00	1,640.00	
G H DANIELS III & ASSOC							
11680	G H DANIELS III & ASSOC	cp2026-1	Main Street Flower Show	01/01/2026	34,926.50	34,926.50	04/02/2026
Total G H DANIELS III & ASSOC:					34,926.50	34,926.50	
GALENA PLACE HOA							
11756	GALENA PLACE HOA	2024	HOA Fees Galena Place Unit 3	04/01/2026	550.00	550.00	04/16/2026
11756	GALENA PLACE HOA	2028	HOA Dues, Galena Place Unit 7	04/01/2026	459.91	459.91	04/16/2026
Total GALENA PLACE HOA:					1,009.91	1,009.91	
GLASS ROOTS CONSTRUCTION, LLC							
12168	GLASS ROOTS CONSTRUCTIO	INV-GRC-587	Finalizing of splicing and testing fo	02/19/2026	69,269.71	69,269.71	04/02/2026
Total GLASS ROOTS CONSTRUCTION, LLC:					69,269.71	69,269.71	
GRANT BARRICK							
12529	GRANT BARRICK	Feb-March Pho	Feb-March Phone Bill	03/17/2026	35.00	35.00	04/02/2026
Total GRANT BARRICK:					35.00	35.00	
GREEN SCENE HYDROSEEDING INC.							
12590	GREEN SCENE HYDROSEEDIN	4565	Hydro-seeding at Triangle park	07/18/2025	468.00	468.00	04/22/2026
12590	GREEN SCENE HYDROSEEDIN	4566	Hydro-seeding along Summit Blvd	07/18/2025	900.00	900.00	04/22/2026
Total GREEN SCENE HYDROSEEDING INC.:					1,368.00	1,368.00	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	8003	IT Monthly Services + AV Council	04/01/2026	12,960.00	12,960.00	04/02/2026
Total HBL CONSULTING INC.:					12,960.00	12,960.00	
HEALTHJOY LLC							
13001	HEALTHJOY LLC	2023149171	Chronic Care Billing	03/09/2026	109.00	109.00	04/02/2026
13001	HEALTHJOY LLC	2023150132	MSK Billing 3/1/26 to 3/31/26	03/31/2026	800.00	800.00	04/09/2026
13001	HEALTHJOY LLC	2023150366	Chronic Care Billing 3/1/26 to 3/31	03/31/2026	109.00	109.00	04/16/2026
Total HEALTHJOY LLC:					1,018.00	1,018.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HELEN FIRESTONE							
13082	HELEN FIRESTONE	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total HELEN FIRESTONE:					50.00	50.00	
HENSEL PHELPS CONSTRUCTION CO							
13106	HENSEL PHELPS CONSTRUCTI	Well 7 - Pay Ap	CMAR agreement for Well 7 PFA	04/03/2026	357,218.57	357,218.57	04/16/2026
Total HENSEL PHELPS CONSTRUCTION CO:					357,218.57	357,218.57	
HIGH COUNTRY CONSERVATION CENTER							
13150	HIGH COUNTRY CONSERVATIO	WEPTOF26	TOF/ Blue River Basin Water Effici	03/09/2026	10,000.00	10,000.00	04/02/2026
Total HIGH COUNTRY CONSERVATION CENTER:					10,000.00	10,000.00	
IMA INC. - BENEFITS DIVISION							
13985	IMA INC. - BENEFITS DIVISION	545611	Quarterly Installment Payment - 3	02/26/2026	7,500.00	7,500.00	04/02/2026
Total IMA INC. - BENEFITS DIVISION:					7,500.00	7,500.00	
IMEG CORP							
14006	IMEG CORP	22001966.00 -	Frisco GIS Support	03/24/2026	1,120.00	1,120.00	04/16/2026
Total IMEG CORP:					1,120.00	1,120.00	
INSIGHT PUBLIC SECTOR							
14180	INSIGHT PUBLIC SECTOR	1101361095	tech support for Proofpoint system	02/13/2026	33,133.02	33,133.02	04/09/2026
14180	INSIGHT PUBLIC SECTOR	1101371422	licenses for Microsoft and Avertiu	03/19/2026	78,522.94	78,522.94	04/09/2026
Total INSIGHT PUBLIC SECTOR:					111,655.96	111,655.96	
INTERCEPT INSIGHT LLC							
14245	INTERCEPT INSIGHT LLC	934	2026 FAP Feedback Program Fin	03/30/2026	2,000.00	2,000.00	04/16/2026
14245	INTERCEPT INSIGHT LLC	935	FNC Feedback Program final 50%	03/30/2026	2,000.00	2,000.00	04/16/2026
Total INTERCEPT INSIGHT LLC:					4,000.00	4,000.00	
INTERSTATE PARKING COMPANY OF COLORADO							
14285	INTERSTATE PARKING COMPA	FRISCO-0526	May 2026 Patrol	04/16/2026	1,149.00	1,149.00	04/22/2026
Total INTERSTATE PARKING COMPANY OF COLORADO:					1,149.00	1,149.00	
JAMES GREGORY							
17404	JAMES GREGORY	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total JAMES GREGORY:					50.00	50.00	
KATHLEEN NEEL							
16660	KATHLEEN NEEL	ELECTIONJUD	ELECTION JUDGE PAY KATHLE	04/07/2026	457.50	457.50	04/09/2026
Total KATHLEEN NEEL:					457.50	457.50	
KATIE KENT							
16733	KATIE KENT	FACC ART BA	FACC ART BANNER - Annabelle	04/21/2026	50.00	50.00	04/22/2026
Total KATIE KENT:					50.00	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KRONOS SAASHR INC.							
17408	KRONOS SAASHR INC.	I10080048067	Monthly service charges 2/1/26 to	03/08/2026	3,930.45	3,930.45	04/02/2026
17408	KRONOS SAASHR INC.	I10080049354	Mailing and payroll services	03/08/2026	816.25	816.25	04/02/2026
17408	KRONOS SAASHR INC.	I10080053464	Monthly service charges 3/1/26 to	04/08/2026	3,799.02	3,799.02	04/16/2026
Total KRONOS SAASHR INC.:					8,545.72	8,545.72	
KUBAT EQUIPMENT							
17460	KUBAT EQUIPMENT	0108150	Install FM Live system	04/15/2026	18,480.30	18,480.30	04/22/2026
Total KUBAT EQUIPMENT:					18,480.30	18,480.30	
KYLA CUTLER							
17531	KYLA CUTLER	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total KYLA CUTLER:					50.00	50.00	
LASER GRAPHICS							
17745	LASER GRAPHICS	163418	2026 Budget Books	03/04/2026	894.50	894.50	04/09/2026
Total LASER GRAPHICS:					894.50	894.50	
LEA BRACK							
17979	LEA BRACK	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total LEA BRACK:					50.00	50.00	
LETTER H STUDIO							
18165	LETTER H STUDIO	TOF 4.14.2026	Redesign of the Passport to Histor	04/14/2026	693.75	693.75	04/22/2026
Total LETTER H STUDIO:					693.75	693.75	
LILY WOOD							
50101	LILY WOOD	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total LILY WOOD:					50.00	50.00	
LINDSAY MCDONALD							
18383	LINDSAY MCDONALD	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total LINDSAY MCDONALD:					50.00	50.00	
LITTLE HORN CONDOMINIUM ASSOC.							
18418	LITTLE HORN CONDOMINIUM A	519 Teller_9_A	Assessment Payment for employe	04/01/2026	1,500.00	1,500.00	04/16/2026
Total LITTLE HORN CONDOMINIUM ASSOC.:					1,500.00	1,500.00	
LOGAN SPURLOCK							
18474	LOGAN SPURLOCK	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total LOGAN SPURLOCK:					50.00	50.00	
LYNNE WATKINS							
18611	LYNNE WATKINS	ELECTIONJUD	ELECTION JUDGE PAY LYNNE	04/07/2026	480.00	480.00	04/09/2026
Total LYNNE WATKINS:					480.00	480.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MAGELLAN STEVENS							
18671	MAGELLAN STEVENS	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total MAGELLAN STEVENS:					50.00	50.00	
MARGARET H. FAESSEN							
18860	MARGARET H. FAESSEN	4102026	Personal Cell Phone Stipend Jan-	04/10/2026	105.00	105.00	04/16/2026
Total MARGARET H. FAESSEN:					105.00	105.00	
MCKINSTRY ESSENTION LLC							
19576	MCKINSTRY ESSENTION LLC	20091522	EPC work for pay application num	03/31/2026	45,429.21	45,429.21	04/02/2026
Total MCKINSTRY ESSENTION LLC:					45,429.21	45,429.21	
MEGAN BROWN							
19619	MEGAN BROWN	46056	Feb and March Phone bill for Meg	04/02/2026	140.00	140.00	04/09/2026
Total MEGAN BROWN:					140.00	140.00	
MEGAN TESTIN							
19626	MEGAN TESTIN	FACC ART BA	FACC ART BANNER - Nora Testin	04/21/2026	50.00	50.00	04/22/2026
Total MEGAN TESTIN:					50.00	50.00	
MOSES, WITTEMYER, HARRISON							
20600	MOSES, WITTEMYER, HARRIS	16952	March Legal Invoice	03/04/2026	603.00	603.00	04/02/2026
20600	MOSES, WITTEMYER, HARRIS	16987	March Water Legal Invoice	04/06/2026	33.50	33.50	04/16/2026
Total MOSES, WITTEMYER, HARRISON:					636.50	636.50	
MOTO HANAK							
20626	MOTO HANAK	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total MOTO HANAK:					50.00	50.00	
MOUNTAIN SIDE CONDOMINIUM							
20776	MOUNTAIN SIDE CONDOMINIUM	13469	Housing Unit MSC222H HOA Due	04/01/2026	560.00	560.00	04/02/2026
Total MOUNTAIN SIDE CONDOMINIUM:					560.00	560.00	
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	19728	General legal invoice 19728	04/03/2026	18,579.71	18,579.71	04/09/2026
20890	MURRAY DAHL BEERY & RENA	19729	Retainer invoice 19729	04/03/2026	1,650.00	1,650.00	04/09/2026
20890	MURRAY DAHL BEERY & RENA	19730	Lakepoint manor invoice 19730	04/03/2026	560.00	560.00	04/09/2026
20890	MURRAY DAHL BEERY & RENA	19731	Municipal Court invoice 19731	04/03/2026	1,605.03	1,605.03	04/09/2026
Total MURRAY DAHL BEERY & RENAUD LLP:					22,394.74	22,394.74	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	002067157273	Life Premium/AD&D premium pay	03/18/2026	2,116.98	2,116.98	04/09/2026
20910	MUTUAL OF OMAHA	002067157273	LTD Premium Payable	03/18/2026	2,116.33	2,116.33	04/09/2026
20910	MUTUAL OF OMAHA	002067157273	STD Premium Payable	03/18/2026	1,755.97	1,755.97	04/09/2026
20910	MUTUAL OF OMAHA	002067157273	VOI. Life EE/SP/DEP/VOL. AD&D	03/18/2026	608.91	608.91	04/09/2026
20910	MUTUAL OF OMAHA	002067157273	Critical Illness EE/DEP-SP/Accide	03/18/2026	599.23	599.23	04/09/2026
Total MUTUAL OF OMAHA:					7,197.42	7,197.42	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
OTTO ROGERS							
21824	OTTO ROGERS	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total OTTO ROGERS:					50.00	50.00	
PARKER ZIMSKI							
22248	PARKER ZIMSKI	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total PARKER ZIMSKI:					50.00	50.00	
PATRIOT PORTABLES & EVENTS LLC							
22381	PATRIOT PORTABLES & EVENT	2778	Porto for Railpark	03/05/2026	220.00	220.00	04/09/2026
Total PATRIOT PORTABLES & EVENTS LLC:					220.00	220.00	
PAWNEE BUTTES SEED INC							
22540	PAWNEE BUTTES SEED INC	25/26-63645	Grass seed for Grounds projects	03/25/2026	886.73	886.73	04/09/2026
Total PAWNEE BUTTES SEED INC:					886.73	886.73	
PINNACOL ASSURANCE							
23020	PINNACOL ASSURANCE	INV-2357110	Installment Premium/CO Deductib	04/03/2026	24,615.43	24,615.43	04/27/2026
Total PINNACOL ASSURANCE:					24,615.43	24,615.43	
PIONEER PRESS OF GREELEY, INC.							
23059	PIONEER PRESS OF GREELEY,	108414	BALLOT RETURN ENVELOPES	03/11/2026	388.65	388.65	04/02/2026
23059	PIONEER PRESS OF GREELEY,	108415	OUTGOING BALLOT ENVELOPE	03/11/2026	571.09	571.09	04/02/2026
Total PIONEER PRESS OF GREELEY, INC.:					959.74	959.74	
PLUMMER							
23137	PLUMMER	63856	OA/CA services for Well 7 PFAS p	01/30/2026	5,768.51	5,768.51	04/16/2026
23137	PLUMMER	64240	Owners agent and construction ad	03/06/2026	17,633.15	17,633.15	04/02/2026
23137	PLUMMER	64547	OA/CA services for the Well 7 PF	04/07/2026	27,469.49	27,469.49	04/16/2026
Total PLUMMER:					50,871.15	50,871.15	
PVS DX INC.							
23638	PVS DX INC.	RE7001245-26	Chlorine Cylinders	02/28/2026	110.00	110.00	04/02/2026
23638	PVS DX INC.	RE7003628-26	Chemicals - Chlorine Cylinders R	03/31/2026	110.00	110.00	04/16/2026
Total PVS DX INC.:					220.00	220.00	
RANGE WEST, INC.							
23910	RANGE WEST, INC.	26-18001	Mary Ruth Place CAD	04/01/2026	490.00	490.00	04/16/2026
Total RANGE WEST, INC.:					490.00	490.00	
RESIDENCES AT GRANITE PARK CONDO ASN							
29942	RESIDENCES AT GRANITE PAR	April HOA	April HOA Dues	03/24/2026	8,792.19	8,792.19	04/02/2026
Total RESIDENCES AT GRANITE PARK CONDO ASN:					8,792.19	8,792.19	
REVENUE RECOVERY GROUP INC.							
24200	REVENUE RECOVERY GROUP I	94-12349	Audit Services Travelscape LLC	02/26/2026	4,115.00	4,115.00	04/02/2026
24200	REVENUE RECOVERY GROUP I	94-12440	Audit Services Frisco Beer & Liqu	04/14/2026	425.00	425.00	04/16/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total REVENUE RECOVERY GROUP INC.:					4,540.00	4,540.00	
RHETT HICKMAN							
24226	RHETT HICKMAN	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total RHETT HICKMAN:					50.00	50.00	
RICHARDS CARRINGTON							
24396	RICHARDS CARRINGTON	12118	Legal services for litigation agains	03/31/2026	31,009.14	31,009.14	04/16/2026
Total RICHARDS CARRINGTON:					31,009.14	31,009.14	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	1582692	Admin Fees	02/17/2026	452.25	452.25	04/02/2026
25115	ROCKY MOUNTAIN RESERVE	1612990	Monthly Admin Fees 3/1/2026 to 3	03/11/2026	454.75	454.75	04/02/2026
Total ROCKY MOUNTAIN RESERVE:					907.00	907.00	
SAMIRAH TIJERINO PALMA							
25861	SAMIRAH TIJERINO PALMA	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total SAMIRAH TIJERINO PALMA:					50.00	50.00	
SCJ ALLIANCE							
26046	SCJ ALLIANCE	84741	Pioneer Park Invoice #84741	04/10/2026	27,880.33	27,880.33	04/16/2026
Total SCJ ALLIANCE:					27,880.33	27,880.33	
SE GROUP							
26205	SE GROUP	7149	inv# 7149 SE SUP/Hut work	02/05/2026	5,593.75	5,593.75	04/09/2026
26205	SE GROUP	7342	Backyard consulting services	04/01/2026	2,104.00	2,104.00	04/02/2026
26205	SE GROUP	7347	SE Group work on Hut/SUP	04/01/2026	2,004.75	2,004.75	04/09/2026
Total SE GROUP:					9,702.50	9,702.50	
SHANIN THEISS							
26425	SHANIN THEISS	2026-03- phon	Phone reimbursement March 202	04/06/2026	70.00	70.00	04/09/2026
Total SHANIN THEISS:					70.00	70.00	
SHORT ELLIOT HENDRICKSON, INC							
26682	SHORT ELLIOT HENDRICKSON,	506857	Project admin, floodplain admin, tr	04/09/2026	6,125.37	6,125.37	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	Project admin, development revie	04/09/2026	4,852.13	4,852.13	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	Pioneer park	04/09/2026	652.50	652.50	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 408, 960n ten mile	04/09/2026	217.50	217.50	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 405, 200 n 7th ave	04/09/2026	217.50	217.50	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 322, 580 main st (footes rest	04/09/2026	580.00	580.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 381, 605 Frisco St	04/09/2026	435.00	435.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 392, 312 s 3rd	04/09/2026	145.00	145.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 414, 175 Lusher Ct	04/09/2026	145.00	145.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 404, 20 E main st	04/09/2026	435.00	435.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 416, 533 bills ranch	04/09/2026	435.00	435.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 413, 92 Beaver lodge Rd	04/09/2026	652.50	652.50	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506857	DRA 389, 40 Granite St	04/09/2026	435.00	435.00	04/22/2026
26682	SHORT ELLIOT HENDRICKSON,	506946	FRISCO Stormwater Master Plan	04/09/2026	3,782.15	3,782.15	04/22/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SHORT ELLIOT HENDRICKSON, INC:					19,109.65	19,109.65	
SIMPLIVERIFIED							
26853	SIMPLIVERIFIED	84882	Background Checks	04/01/2026	118.90	118.90	04/09/2026
Total SIMPLIVERIFIED:					118.90	118.90	
SOUTHWEST JCB INC							
27191	SOUTHWEST JCB INC	PS-INV108508	Vehicle Maintenance Service	03/30/2026	907.08	907.08	04/16/2026
Total SOUTHWEST JCB INC:					907.08	907.08	
SPHEROS ENVIRONMENTAL GROUP PARENT INC.							
27282	SPHEROS ENVIRONMENTAL G	32688	Frisco Water Rights Evaluation ov	02/17/2026	9,670.00	9,670.00	04/16/2026
Total SPHEROS ENVIRONMENTAL GROUP PARENT INC.:					9,670.00	9,670.00	
SQUEEZE DESIGNZ LLC							
27325	SQUEEZE DESIGNZ LLC	1606	March graphic design projects - s	03/31/2026	666.25	666.25	04/09/2026
Total SQUEEZE DESIGNZ LLC:					666.25	666.25	
STARTING HEARTS							
27505	STARTING HEARTS	81131	CPR Training - 14 employees	02/27/2026	1,106.00	1,106.00	04/02/2026
Total STARTING HEARTS:					1,106.00	1,106.00	
STEPHANIE SZMUTKO							
27561	STEPHANIE SZMUTKO	ELECTIONJUD	ELECTION JUDGE PAY STEPHA	04/07/2026	480.00	480.00	04/09/2026
Total STEPHANIE SZMUTKO:					480.00	480.00	
STUDIO SHED ACQUISITION, LLC							
27951	STUDIO SHED ACQUISITION, LL	SO8975 3	FNC wax building payment	11/11/2025	9,477.20	9,477.20	04/02/2026
Total STUDIO SHED ACQUISITION, LLC:					9,477.20	9,477.20	
SUMMIT COUNTY 911 CENTER							
28125	SUMMIT COUNTY 911 CENTER	215865	2nd Qtr contributions	04/09/2026	83,692.25	83,692.25	04/16/2026
Total SUMMIT COUNTY 911 CENTER:					83,692.25	83,692.25	
SUMMIT COUNTY ANIMAL CONTROL							
28140	SUMMIT COUNTY ANIMAL CON	Q1 2026	1st Q 2026 animal impounds	04/07/2026	1,728.10	1,728.10	04/16/2026
Total SUMMIT COUNTY ANIMAL CONTROL:					1,728.10	1,728.10	
SUMMIT COUNTY GOVT - DRREC							
28340	SUMMIT COUNTY GOVT - DRRE	04082026	Base Permit Fee for Mountain Go	04/08/2026	50.00	50.00	04/09/2026
28340	SUMMIT COUNTY GOVT - DRRE	40802026	Base Permit Fee for Run the Rock	04/08/2026	50.00	50.00	04/09/2026
28340	SUMMIT COUNTY GOVT - DRRE	9344826	Base Permit Fee for Frisco Duathl	04/08/2026	50.00	50.00	04/22/2026
Total SUMMIT COUNTY GOVT - DRREC:					150.00	150.00	
SUMMIT ECHO INTERPRETATIONS LLC							
28621	SUMMIT ECHO INTERPRETATIO	181	February and March interpreter fo	04/13/2026	225.00	225.00	04/16/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SUMMIT ECHO INTERPRETATIONS LLC:					225.00	225.00	
SUMMIT FIRE & EMS							
17600	SUMMIT FIRE & EMS	SFE-INV-2026-	101 W Main Impact Fee	04/02/2026	69,070.00	69,070.00	04/16/2026
Total SUMMIT FIRE & EMS:					69,070.00	69,070.00	
SUMMIT FOUNDATION, THE							
28690	SUMMIT FOUNDATION, THE	2815	Frisco's payment for software use	03/30/2026	400.00	400.00	04/02/2026
Total SUMMIT FOUNDATION, THE:					400.00	400.00	
SUNCENTRAL LLC							
29145	SUNCENTRAL LLC	095BC73D	Pivot Energy January 2026 Off sit	03/31/2026	4,852.08	4,852.08	04/02/2026
Total SUNCENTRAL LLC:					4,852.08	4,852.08	
SUSAN LINDSEY							
29291	SUSAN LINDSEY	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total SUSAN LINDSEY:					50.00	50.00	
SUSAN OBERHEIDE							
29324	SUSAN OBERHEIDE	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total SUSAN OBERHEIDE:					50.00	50.00	
TEAM SUMMIT COLORADO							
29610	TEAM SUMMIT COLORADO	10514826	Zeke's Shredders Session 1 and h	04/08/2026	4,200.00	4,200.00	04/09/2026
Total TEAM SUMMIT COLORADO:					4,200.00	4,200.00	
TERRI GOLDEN							
29779	TERRI GOLDEN	ELECTIONJUD	ELECTION JUDGE PAY TERRI G	04/07/2026	480.00	480.00	04/09/2026
Total TERRI GOLDEN:					480.00	480.00	
THAYER HIRSH							
29821	THAYER HIRSH	FACC ART BA	FACC ART BANNER - Amalia Hirs	04/21/2026	50.00	50.00	04/22/2026
Total THAYER HIRSH:					50.00	50.00	
THE GAZETTE							
11890	THE GAZETTE	237138	Full page ad in Colorado Living	03/31/2026	1,694.55	1,694.55	04/09/2026
Total THE GAZETTE:					1,694.55	1,694.55	
THOMAS FISHER							
30098	THOMAS FISHER	4826	March 26 cell phone	04/08/2026	100.00	100.00	04/09/2026
Total THOMAS FISHER:					100.00	100.00	
TOWN OF DILLON							
30870	TOWN OF DILLON	253	Summit County Telecommunicatio	03/12/2026	21,640.00	21,640.00	04/09/2026
Total TOWN OF DILLON:					21,640.00	21,640.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOWN OF FRISCO - WATER							
30910	TOWN OF FRISCO - WATER	011229	101 W Main Tap Fee	03/27/2026	329,422.50	329,422.50	04/02/2026
Total TOWN OF FRISCO - WATER:					329,422.50	329,422.50	
TREATMENT TECHNOLOGY, INC.							
31080	TREATMENT TECHNOLOGY, IN	196854	Well 5 Chemical	02/23/2026	765.40	765.40	04/02/2026
31080	TREATMENT TECHNOLOGY, IN	197127	Well 5 Chemicals	03/24/2026	420.20	420.20	04/02/2026
Total TREATMENT TECHNOLOGY, INC.:					1,185.60	1,185.60	
TRUPOTENTIAL LLC							
10368	TRUPOTENTIAL LLC	387	Leadership Team Training	04/03/2026	5,000.00	5,000.00	04/09/2026
Total TRUPOTENTIAL LLC:					5,000.00	5,000.00	
UKG KRONOS SYSTEMS LLC							
17405	UKG KRONOS SYSTEMS LLC	I10010056324	Document Manager & People Ass	02/12/2026	1,263.44	1,263.44	04/02/2026
Total UKG KRONOS SYSTEMS LLC:					1,263.44	1,263.44	
UMB BANK NA							
31500	UMB BANK NA	MAR2026-1	Flywire*hestra--Fette--employee o	02/27/2026	695.25	695.25	03/31/2026
31500	UMB BANK NA	MAR2026-10	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-100	Safeway--Broadbent--Election For	03/16/2026	137.82	137.82	03/31/2026
31500	UMB BANK NA	MAR2026-101	Google Ads--Agee--Recruitment a	03/01/2026	453.67	453.67	03/31/2026
31500	UMB BANK NA	MAR2026-102	Swift Communications--Zablocki--	03/16/2026	2,192.75	2,192.75	03/31/2026
31500	UMB BANK NA	MAR2026-103	summit County Chamber--Agee--	03/12/2026	1,100.00	1,100.00	03/31/2026
31500	UMB BANK NA	MAR2026-104	copy Copy Frisco--Agee--Police a	03/25/2026	6.25	6.25	03/31/2026
31500	UMB BANK NA	MAR2026-105	summit County Signs--Broadbent-	03/18/2026	103.00	103.00	03/31/2026
31500	UMB BANK NA	MAR2026-106	Vistaprint--Broadbent--Business c	03/19/2026	24.98	24.98	03/31/2026
31500	UMB BANK NA	MAR2026-107	Wal-Mart--Agee--Frame for Police	03/25/2026	14.92	14.92	03/31/2026
31500	UMB BANK NA	MAR2026-108	Comcast Advertising--Agee--Cabl	03/17/2026	14,540.17	14,540.17	03/31/2026
31500	UMB BANK NA	MAR2026-109	Facebk --Agee--Mardi Gras 4 Paw	03/01/2026	145.11	145.11	03/31/2026
31500	UMB BANK NA	MAR2026-11	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-110	Krystal Media--Agee--Radio prom	03/05/2026	412.00	412.00	03/31/2026
31500	UMB BANK NA	MAR2026-111	Swift Communications--Harper--S	03/10/2026	4,357.00	4,357.00	03/31/2026
31500	UMB BANK NA	MAR2026-112	Frisco Inn --Agee--UK media hosti	03/06/2026	5.00	5.00	03/31/2026
31500	UMB BANK NA	MAR2026-113	Frisco Inn --Agee--UK media hosti	03/05/2026	20.00	20.00	03/31/2026
31500	UMB BANK NA	MAR2026-114	Frisco Inn --Agee--UK media hosti	03/05/2026	20.00	20.00	03/31/2026
31500	UMB BANK NA	MAR2026-115	Codegeek--Agee--Website trouble	03/06/2026	790.95	790.95	03/31/2026
31500	UMB BANK NA	MAR2026-116	Codegeek--Agee--Website trouble	03/02/2026	845.50	845.50	03/31/2026
31500	UMB BANK NA	MAR2026-117	godaddy--Agee--Domain renewal	03/11/2026	12.19	12.19	03/31/2026
31500	UMB BANK NA	MAR2026-118	godaddy--Agee--Domain renewal	03/08/2026	12.19	12.19	03/31/2026
31500	UMB BANK NA	MAR2026-119	godaddy--Agee--Domain renewal	03/05/2026	12.19	12.19	03/31/2026
31500	UMB BANK NA	MAR2026-12	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-120	godaddy--Agee--Domain renewal	02/27/2026	12.19	12.19	03/31/2026
31500	UMB BANK NA	MAR2026-121	godaddy--Agee--Domain renewal	03/04/2026	36.57	36.57	03/31/2026
31500	UMB BANK NA	MAR2026-122	godaddy--Agee--Domain renewal	03/22/2026	60.95	60.95	03/31/2026
31500	UMB BANK NA	MAR2026-123	godaddy--Agee--Domain renewal	03/16/2026	60.95	60.95	03/31/2026
31500	UMB BANK NA	MAR2026-124	godaddy--Agee--General domain	03/20/2026	494.73	494.73	03/31/2026
31500	UMB BANK NA	MAR2026-125	Zeffy* Hc3 Event--Agee--Tickets t	03/02/2026	229.95	229.95	03/31/2026
31500	UMB BANK NA	MAR2026-126	summit County Signs--Miller--Dar	03/02/2026	136.00	136.00	03/31/2026
31500	UMB BANK NA	MAR2026-127	summit County Signs--Broadbent-	03/02/2026	14.00	14.00	03/31/2026
31500	UMB BANK NA	MAR2026-128	Column Public Notice--Jackson--P	03/19/2026	25.96	25.96	03/31/2026
31500	UMB BANK NA	MAR2026-129	Xcel --Account--Electricity - EV Ch	03/24/2026	3.12	3.12	03/31/2026
31500	UMB BANK NA	MAR2026-13	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-130	Xcel --Account--Electricity - EV Ch	03/24/2026	5.27	5.27	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-131	Xcel --Account--Electricity - EV Ch	03/24/2026	6.46	6.46	03/31/2026
31500	UMB BANK NA	MAR2026-132	Xcel --Account--Gas/Electricity - E	03/24/2026	15.76	15.76	03/31/2026
31500	UMB BANK NA	MAR2026-133	Xcel --Account--Electricity - EV Ch	03/24/2026	141.63	141.63	03/31/2026
31500	UMB BANK NA	MAR2026-134	Xcel --Account--Electricity - EV Ch	03/24/2026	239.64	239.64	03/31/2026
31500	UMB BANK NA	MAR2026-135	Xcel --Account--Electricity - EV Ch	03/24/2026	293.70	293.70	03/31/2026
31500	UMB BANK NA	MAR2026-136	Xcel --Account--Gas/Electricity - E	03/24/2026	716.28	716.28	03/31/2026
31500	UMB BANK NA	MAR2026-137	Fedex--Pappas--Case 2026-1466	03/24/2026	23.32	23.32	03/31/2026
31500	UMB BANK NA	MAR2026-138	Fedex--Pappas--Postage to send l	02/28/2026	37.74	37.74	03/31/2026
31500	UMB BANK NA	MAR2026-139	Tlo Transunion--Pappas--Februar	03/02/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-14	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-140	The Perfect Shot Llc--Robinson--	03/09/2026	164.00	164.00	03/31/2026
31500	UMB BANK NA	MAR2026-141	Hilton Boston Park --Wickman--T	03/15/2026	1,275.10	1,275.10	03/31/2026
31500	UMB BANK NA	MAR2026-142	john Przytulski--Pappas--Marcin H	03/20/2026	650.00	650.00	03/31/2026
31500	UMB BANK NA	MAR2026-143	Maggianos Boston--Wickman--T	03/12/2026	168.53	168.53	03/31/2026
31500	UMB BANK NA	MAR2026-144	Mj Oconnors --Wickman--T Wickm	03/11/2026	70.11	70.11	03/31/2026
31500	UMB BANK NA	MAR2026-145	Amazon --Pappas--Uniform pants	03/11/2026	198.00	198.00	03/31/2026
31500	UMB BANK NA	MAR2026-146	Amazon --Pappas--Uniform pants	03/11/2026	11.77	11.77	03/31/2026
31500	UMB BANK NA	MAR2026-147	Amazon --Pappas--Tissues for PD	03/24/2026	58.39	58.39	03/31/2026
31500	UMB BANK NA	MAR2026-148	Epiphany Dermatology--Gardner--	03/19/2026	211.40	211.40	03/31/2026
31500	UMB BANK NA	MAR2026-149	armando Araiza--Pappas--Lifesavi	03/16/2026	698.40	698.40	03/31/2026
31500	UMB BANK NA	MAR2026-15	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-150	Vistaprint--Broadbent--Business c	03/19/2026	46.99	46.99	03/31/2026
31500	UMB BANK NA	MAR2026-151	Vistaprint--Broadbent--Business c	03/06/2026	93.57	93.57	03/31/2026
31500	UMB BANK NA	MAR2026-152	AlSCO Inc.--Pappas--February floo	03/03/2026	196.13	196.13	03/31/2026
31500	UMB BANK NA	MAR2026-153	5.11 Tactical--Wilson--Uniform pan	03/14/2026	199.50	199.50	03/31/2026
31500	UMB BANK NA	MAR2026-154	Galls--Pappas--Uniform shirt for C	03/18/2026	85.21	85.21	03/31/2026
31500	UMB BANK NA	MAR2026-155	Purestar.Com--Pappas--February	03/02/2026	89.04	89.04	03/31/2026
31500	UMB BANK NA	MAR2026-156	Amazon --Pappas--SD cards for d	03/13/2026	59.00	59.00	03/31/2026
31500	UMB BANK NA	MAR2026-157	Wal-Mart--Wicklund--ERT training	03/06/2026	28.48	28.48	03/31/2026
31500	UMB BANK NA	MAR2026-158	Lowes--Miller--Replacement hand	03/23/2026	44.00	44.00	03/31/2026
31500	UMB BANK NA	MAR2026-159	Lowes--Miller--Wood for building s	03/18/2026	161.46	161.46	03/31/2026
31500	UMB BANK NA	MAR2026-16	National Academy Of Sport--Agee	03/06/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-160	Joinhomebase.Com--Miller--Staff	03/09/2026	30.00	30.00	03/31/2026
31500	UMB BANK NA	MAR2026-161	colorado-Wyoming --Miller--Staff r	03/18/2026	818.34	818.34	03/31/2026
31500	UMB BANK NA	MAR2026-162	Cloud Cover Music--Holley--cloud	03/02/2026	18.95	18.95	03/31/2026
31500	UMB BANK NA	MAR2026-163	tropical Threads--Miller--Staff hoo	03/10/2026	385.00	385.00	03/31/2026
31500	UMB BANK NA	MAR2026-164	Wal-Mart--Miller--USB drives for o	03/25/2026	45.76	45.76	03/31/2026
31500	UMB BANK NA	MAR2026-165	Xcel --Account--Gas/Electric Frisc	03/24/2026	41.84	41.84	03/31/2026
31500	UMB BANK NA	MAR2026-166	Xcel --Account--Gas/Electric Frisc	03/24/2026	1,901.65	1,901.65	03/31/2026
31500	UMB BANK NA	MAR2026-167	Properly Cleaning--Schleifer--Hist	03/09/2026	660.00	660.00	03/31/2026
31500	UMB BANK NA	MAR2026-168	Safeway--Wipf--Ice and Sponges f	03/14/2026	27.24	27.24	03/31/2026
31500	UMB BANK NA	MAR2026-169	Wal-Mart--Arnold--drinks for silent	03/13/2026	277.10	277.10	03/31/2026
31500	UMB BANK NA	MAR2026-17	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-170	Lowes--Miller--Wood and hardwar	03/22/2026	259.44	259.44	03/31/2026
31500	UMB BANK NA	MAR2026-171	buffalo Mountain Storage--Miller--	03/10/2026	342.00	342.00	03/31/2026
31500	UMB BANK NA	MAR2026-172	Amazon --Wipf--Flint for Mountain	03/26/2026	19.95	19.95	03/31/2026
31500	UMB BANK NA	MAR2026-173	Amazon --Wipf--Flint for Mountain	03/20/2026	19.95	19.95	03/31/2026
31500	UMB BANK NA	MAR2026-174	Usps Po --Canino--Mailing for fina	03/02/2026	11.95	11.95	03/31/2026
31500	UMB BANK NA	MAR2026-175	Apple.Com--Canino--Cloud storag	03/14/2026	.99	.99	03/31/2026
31500	UMB BANK NA	MAR2026-176	mountain Dweller Coffee--Hinton--	03/03/2026	80.00	80.00	03/31/2026
31500	UMB BANK NA	MAR2026-177	mountain Dweller Coffee--Hinton--	03/24/2026	160.00	160.00	03/31/2026
31500	UMB BANK NA	MAR2026-178	Lowes--Hinton--water for cooler	03/11/2026	35.96	35.96	03/31/2026
31500	UMB BANK NA	MAR2026-179	Amazon --Hinton--boot tow protec	03/04/2026	71.98	71.98	03/31/2026
31500	UMB BANK NA	MAR2026-18	National Academy Of Sport--Agee	03/06/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-180	Amazon --Hinton--refunded, never	03/03/2026	27.99	27.99	03/31/2026
31500	UMB BANK NA	MAR2026-181	Co Ltap--Batdorff--LTAP classes	03/04/2026	20.00	20.00	03/31/2026
31500	UMB BANK NA	MAR2026-182	Co Ltap--Hinton--Last class for Bo	03/19/2026	20.00	20.00	03/31/2026
31500	UMB BANK NA	MAR2026-183	Co Ltap--Batdorff--LTAP classes	03/04/2026	50.00	50.00	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-184	Co Ltap--Batdorff--LTAP classes	03/04/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-185	Wal-Mart--Collins--Rags for sign s	03/14/2026	24.40	24.40	03/31/2026
31500	UMB BANK NA	MAR2026-186	timberline Disp--Schleifer--Main st	03/02/2026	4,976.45	4,976.45	03/31/2026
31500	UMB BANK NA	MAR2026-187	Murdochs --Wiser--Work clothes -	03/24/2026	155.99	155.99	03/31/2026
31500	UMB BANK NA	MAR2026-188	Rei --Blasingame--Work clothes -	02/28/2026	210.00	210.00	03/31/2026
31500	UMB BANK NA	MAR2026-189	neotreks, Inc--Johnsen--Plow ops	03/02/2026	390.00	390.00	03/31/2026
31500	UMB BANK NA	MAR2026-19	National Academy Of Sport--Agee	03/07/2026	463.92	463.92	03/31/2026
31500	UMB BANK NA	MAR2026-190	Wal-Mart--Walters--Tarp for lamp	03/23/2026	47.74	47.74	03/31/2026
31500	UMB BANK NA	MAR2026-191	Xcel --Account--Electricity - N. 1st	03/24/2026	2.33	2.33	03/31/2026
31500	UMB BANK NA	MAR2026-192	Xcel --Account--Electricity - Street	03/24/2026	4.25	4.25	03/31/2026
31500	UMB BANK NA	MAR2026-193	Xcel --Account--Electricity - Town	03/24/2026	94.32	94.32	03/31/2026
31500	UMB BANK NA	MAR2026-194	Xcel --Account--Electricity - N. 1st	03/24/2026	105.97	105.97	03/31/2026
31500	UMB BANK NA	MAR2026-195	Xcel --Account--Electricity - Street	03/24/2026	193.23	193.23	03/31/2026
31500	UMB BANK NA	MAR2026-196	Xcel --Account--Electricity - Town	03/24/2026	4,287.12	4,287.12	03/31/2026
31500	UMB BANK NA	MAR2026-197	Amazon --Johnsen--Poop bags fo	03/24/2026	899.94	899.94	03/31/2026
31500	UMB BANK NA	MAR2026-198	Lowes--Walters--Paint for detour s	03/24/2026	21.96	21.96	03/31/2026
31500	UMB BANK NA	MAR2026-199	Lowes--Walters--Parts for washba	02/28/2026	31.66	31.66	03/31/2026
31500	UMB BANK NA	MAR2026-2	Legalshield--Fette--Mar 2026 mon	03/14/2026	1,103.10	1,103.10	03/31/2026
31500	UMB BANK NA	MAR2026-20	National Academy Of Sport--Agee	03/05/2026	463.92	463.92	03/31/2026
31500	UMB BANK NA	MAR2026-200	Lowes--Batdorff--Paint for street si	03/18/2026	54.90	54.90	03/31/2026
31500	UMB BANK NA	MAR2026-201	Lowes--Wiser--Supply for street w	03/08/2026	91.92	91.92	03/31/2026
31500	UMB BANK NA	MAR2026-202	Lowes--Walters--Plow damage - f	03/08/2026	96.58	96.58	03/31/2026
31500	UMB BANK NA	MAR2026-203	Summit County Ace --Bonno--Fus	03/12/2026	23.99	23.99	03/31/2026
31500	UMB BANK NA	MAR2026-204	Summit County Ace --Wiser--Part	03/25/2026	25.58	25.58	03/31/2026
31500	UMB BANK NA	MAR2026-205	Wal-Mart--Wiser--Paint for street s	03/05/2026	28.40	28.40	03/31/2026
31500	UMB BANK NA	MAR2026-206	Amazon --Schleifer--PW light bulb	03/19/2026	15.99	15.99	03/31/2026
31500	UMB BANK NA	MAR2026-207	Amazon --Schleifer--Parklet parts	03/01/2026	39.19	39.19	03/31/2026
31500	UMB BANK NA	MAR2026-208	Cintas Corp--Schleifer--PW first ai	03/20/2026	44.85	44.85	03/31/2026
31500	UMB BANK NA	MAR2026-209	Gold Label Specialties--Schleifer--	03/19/2026	299.77	299.77	03/31/2026
31500	UMB BANK NA	MAR2026-21	National Academy Of Sport--Agee	03/06/2026	463.92	463.92	03/31/2026
31500	UMB BANK NA	MAR2026-210	Gold Label Specialties--Schleifer--	03/18/2026	10,084.00	10,084.00	03/31/2026
31500	UMB BANK NA	MAR2026-211	House Of Signs--Schleifer--Wash	03/09/2026	69.76	69.76	03/31/2026
31500	UMB BANK NA	MAR2026-212	Lowes--Vollenweider--Day Lodge	03/18/2026	19.68	19.68	03/31/2026
31500	UMB BANK NA	MAR2026-213	Lowes--Vollenweider--Slopeside i	03/24/2026	29.87	29.87	03/31/2026
31500	UMB BANK NA	MAR2026-214	Lowes--Vollenweider--PW wall rep	03/13/2026	34.24	34.24	03/31/2026
31500	UMB BANK NA	MAR2026-215	Lowes--Vollenweider--Town wide	03/19/2026	38.94	38.94	03/31/2026
31500	UMB BANK NA	MAR2026-216	Lowes--Schleifer--PD vent parts	03/05/2026	39.98	39.98	03/31/2026
31500	UMB BANK NA	MAR2026-217	Lowes--Vollenweider--PD evidenc	03/04/2026	71.70	71.70	03/31/2026
31500	UMB BANK NA	MAR2026-218	Lowes--Vollenweider--PD evidenc	03/03/2026	74.80	74.80	03/31/2026
31500	UMB BANK NA	MAR2026-219	Lowes--Vollenweider--PD evidenc	03/04/2026	145.19	145.19	03/31/2026
31500	UMB BANK NA	MAR2026-22	National Academy Of Sport--Agee	03/05/2026	463.92	463.92	03/31/2026
31500	UMB BANK NA	MAR2026-220	Lowes--Vollenweider--New ladder	03/05/2026	240.48	240.48	03/31/2026
31500	UMB BANK NA	MAR2026-221	Orkin Llc --Schleifer--Orkin pest c	03/21/2026	234.72	234.72	03/31/2026
31500	UMB BANK NA	MAR2026-222	Wm.Com--Schleifer--PW shop roll	03/22/2026	1,456.02	1,456.02	03/31/2026
31500	UMB BANK NA	MAR2026-223	Xcel --Account--Gas/Electricity - E	03/24/2026	.89	.89	03/31/2026
31500	UMB BANK NA	MAR2026-224	Xcel --Account--Gas/Electricity -	03/24/2026	6.21	6.21	03/31/2026
31500	UMB BANK NA	MAR2026-225	Xcel --Account--Gas/Electricity - E	03/24/2026	13.01	13.01	03/31/2026
31500	UMB BANK NA	MAR2026-226	Xcel --Account--Gas/Electricity - T	03/24/2026	131.46	131.46	03/31/2026
31500	UMB BANK NA	MAR2026-227	Xcel --Account--Gas/Electricity - E	03/24/2026	40.40	40.40	03/31/2026
31500	UMB BANK NA	MAR2026-228	Xcel --Account--Gas/Electricity - E	03/24/2026	112.86	112.86	03/31/2026
31500	UMB BANK NA	MAR2026-229	Xcel --Account--Gas/Electricity - E	03/24/2026	208.61	208.61	03/31/2026
31500	UMB BANK NA	MAR2026-23	National Academy Of Sport--Agee	03/05/2026	463.92	463.92	03/31/2026
31500	UMB BANK NA	MAR2026-230	Xcel --Account--Gas/Electricity -	03/24/2026	282.37	282.37	03/31/2026
31500	UMB BANK NA	MAR2026-231	Xcel --Account--Gas/Electricity - E	03/24/2026	591.16	591.16	03/31/2026
31500	UMB BANK NA	MAR2026-232	Xcel --Account--Gas/Electricity - E	03/24/2026	861.03	861.03	03/31/2026
31500	UMB BANK NA	MAR2026-233	Xcel --Account--Gas/Electricity - T	03/24/2026	4,049.27	4,049.27	03/31/2026
31500	UMB BANK NA	MAR2026-234	timberline Disp--Schleifer--Town w	03/02/2026	1,136.35	1,136.35	03/31/2026
31500	UMB BANK NA	MAR2026-235	Wm.Com--Schleifer--MR trash an	03/22/2026	382.32	382.32	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-236	Wm.Com--Schleifer--HP trasha dn	03/19/2026	387.59	387.59	03/31/2026
31500	UMB BANK NA	MAR2026-237	Wm.Com--Schleifer--WM TH dum	03/19/2026	673.68	673.68	03/31/2026
31500	UMB BANK NA	MAR2026-238	Wm.Com--Schleifer--CC dumpster	03/19/2026	740.63	740.63	03/31/2026
31500	UMB BANK NA	MAR2026-239	Wm.Com--Schleifer--1M dumpster	03/19/2026	978.96	978.96	03/31/2026
31500	UMB BANK NA	MAR2026-24	National Academy Of Sport--Agee	03/05/2026	463.92	463.92	03/31/2026
31500	UMB BANK NA	MAR2026-240	Properly Cleaning--Schleifer--1M	03/09/2026	325.00	325.00	03/31/2026
31500	UMB BANK NA	MAR2026-241	Properly Cleaning--Schleifer--Walt	03/09/2026	350.00	350.00	03/31/2026
31500	UMB BANK NA	MAR2026-242	Properly Cleaning--Schleifer--Co	03/09/2026	560.00	560.00	03/31/2026
31500	UMB BANK NA	MAR2026-243	Properly Cleaning--Schleifer--PD	03/09/2026	774.00	774.00	03/31/2026
31500	UMB BANK NA	MAR2026-244	Properly Cleaning--Schleifer--Publ	03/09/2026	1,064.00	1,064.00	03/31/2026
31500	UMB BANK NA	MAR2026-245	481a Purcell Tire--Himes--CAT 93	03/12/2026	674.45	674.45	03/31/2026
31500	UMB BANK NA	MAR2026-246	Amazon --Robinson--propane/gas	03/01/2026	96.99	96.99	03/31/2026
31500	UMB BANK NA	MAR2026-247	Amazon --Robinson--propane hol	03/10/2026	64.98-	64.98-	03/31/2026
31500	UMB BANK NA	MAR2026-248	Carquest --Outinen--fuel filter	03/12/2026	7.54	7.54	03/31/2026
31500	UMB BANK NA	MAR2026-249	Carquest --Outinen--exhaust pipe	03/16/2026	17.74	17.74	03/31/2026
31500	UMB BANK NA	MAR2026-25	Ntrest Servsafe--Agee--Fraudule	03/05/2026	2,749.02	2,749.02	03/31/2026
31500	UMB BANK NA	MAR2026-250	Carquest --Outinen--oil filter, ford i	03/03/2026	158.34	158.34	03/31/2026
31500	UMB BANK NA	MAR2026-251	Carquest --Robinson--replacemen	03/26/2026	1,647.54	1,647.54	03/31/2026
31500	UMB BANK NA	MAR2026-252	Elevated Auto Glass--Outinen--wi	03/23/2026	40.00	40.00	03/31/2026
31500	UMB BANK NA	MAR2026-253	Elevated Auto Glass--Outinen--wi	03/03/2026	40.00	40.00	03/31/2026
31500	UMB BANK NA	MAR2026-254	Elevated Auto Glass--Robinson--c	03/02/2026	40.00	40.00	03/31/2026
31500	UMB BANK NA	MAR2026-255	Elevated Auto Glass--Outinen--co	03/11/2026	393.52	393.52	03/31/2026
31500	UMB BANK NA	MAR2026-256	Elevated Auto Glass--Outinen--co	03/23/2026	510.81	510.81	03/31/2026
31500	UMB BANK NA	MAR2026-257	Force Amer. Distributing--Outinen-	03/04/2026	89.58	89.58	03/31/2026
31500	UMB BANK NA	MAR2026-258	Lowes--Robinson--returned some	03/19/2026	42.80-	42.80-	03/31/2026
31500	UMB BANK NA	MAR2026-259	Napa Auto --Robinson--gear oil ad	03/18/2026	31.98	31.98	03/31/2026
31500	UMB BANK NA	MAR2026-26	Ntrest Servsafe--Agee--Fraudule	03/05/2026	2,749.02	2,749.02	03/31/2026
31500	UMB BANK NA	MAR2026-260	Napa Auto --Robinson--lunette ey	03/18/2026	60.09	60.09	03/31/2026
31500	UMB BANK NA	MAR2026-261	Napa Auto --Himes--Hydraulic flui	03/24/2026	286.30	286.30	03/31/2026
31500	UMB BANK NA	MAR2026-262	Wal-Mart--Himes--Brushes for Hy	03/06/2026	14.88	14.88	03/31/2026
31500	UMB BANK NA	MAR2026-263	waldos Chicken --Robinson--perdi	03/17/2026	41.34	41.34	03/31/2026
31500	UMB BANK NA	MAR2026-264	Abbey's Coffee--Himes--Shop Su	02/28/2026	80.00	80.00	03/31/2026
31500	UMB BANK NA	MAR2026-265	Amazon --Himes--Shop Supply P	03/13/2026	15.03	15.03	03/31/2026
31500	UMB BANK NA	MAR2026-266	Amazon --Robinson--blue light gla	03/05/2026	23.98	23.98	03/31/2026
31500	UMB BANK NA	MAR2026-267	Amazon --Himes--Shop Supply P	03/16/2026	36.13	36.13	03/31/2026
31500	UMB BANK NA	MAR2026-268	Carquest --Outinen--parts cleaner,	03/23/2026	78.30	78.30	03/31/2026
31500	UMB BANK NA	MAR2026-269	Murdochs --Robinson--binders for	03/16/2026	179.94	179.94	03/31/2026
31500	UMB BANK NA	MAR2026-27	2pitney Bowes Leasing--Jones--M	03/19/2026	408.99	408.99	03/31/2026
31500	UMB BANK NA	MAR2026-270	Summit County Ace --Himes--Wall	03/14/2026	111.86	111.86	03/31/2026
31500	UMB BANK NA	MAR2026-271	Cintas Corp--Himes--Uniforms - O	03/05/2026	486.12	486.12	03/31/2026
31500	UMB BANK NA	MAR2026-272	Lowes--Outinen--hose fittings for	03/12/2026	21.53	21.53	03/31/2026
31500	UMB BANK NA	MAR2026-273	Tools Up Llc Cornwall--Himes--To	03/03/2026	114.31	114.31	03/31/2026
31500	UMB BANK NA	MAR2026-274	Dunkin --Johnsen--Donuts for cre	03/02/2026	37.24	37.24	03/31/2026
31500	UMB BANK NA	MAR2026-275	Paypal--Hutchinson--Qwel re-cert	03/06/2026	21.50	21.50	03/31/2026
31500	UMB BANK NA	MAR2026-276	Paypal--Johnsen--Qwel irrigation r	03/06/2026	21.50	21.50	03/31/2026
31500	UMB BANK NA	MAR2026-277	Rei --Wahab--Work clothes - Ada	02/28/2026	240.00	240.00	03/31/2026
31500	UMB BANK NA	MAR2026-278	Ssv Breeze Antlers --Ventrella--W	03/03/2026	332.91	332.91	03/31/2026
31500	UMB BANK NA	MAR2026-279	Spotify --McKay--Music Streaming	03/18/2026	7.04	7.04	03/31/2026
31500	UMB BANK NA	MAR2026-28	Att--Socks--Erin Socks Phone Rei	03/21/2026	70.00	70.00	03/31/2026
31500	UMB BANK NA	MAR2026-280	Smartsheet Inc.--Lope--Software f	03/12/2026	2,520.00	2,520.00	03/31/2026
31500	UMB BANK NA	MAR2026-281	Xcel --Account--Gas/Electricity - S	03/24/2026	11.62	11.62	03/31/2026
31500	UMB BANK NA	MAR2026-282	Xcel --Account--Gas/Electricity - S	03/24/2026	528.24	528.24	03/31/2026
31500	UMB BANK NA	MAR2026-283	Displays2go--Lope--Tables for Mu	03/17/2026	942.95	942.95	03/31/2026
31500	UMB BANK NA	MAR2026-284	Elevated C--Lope--Circus perform	03/05/2026	1,350.00	1,350.00	03/31/2026
31500	UMB BANK NA	MAR2026-285	Kse Entertainment--Lope--Rocky /	03/17/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-286	Kse Entertainment--Lope--Rocky	03/19/2026	750.00	750.00	03/31/2026
31500	UMB BANK NA	MAR2026-287	Ninja Nation--Lope--Ninja obstacl	03/24/2026	3,700.00	3,700.00	03/31/2026
31500	UMB BANK NA	MAR2026-288	Otc Brands--Lope--Eggs and cand	03/03/2026	1,748.25	1,748.25	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-289	Elevated C--Lope--Balloon artists	03/12/2026	1,125.00	1,125.00	03/31/2026
31500	UMB BANK NA	MAR2026-29	Att--Socks--Erin Socks Phone Rei	02/28/2026	70.00	70.00	03/31/2026
31500	UMB BANK NA	MAR2026-290	Adobe Inc--Gannon--Adobe Subs	03/19/2026	71.39	71.39	03/31/2026
31500	UMB BANK NA	MAR2026-291	Spotify --McKay--Music Streaming	03/18/2026	7.04	7.04	03/31/2026
31500	UMB BANK NA	MAR2026-292	110%, Inc.--Joyce--Recreation Dir	03/11/2026	150.00	150.00	03/31/2026
31500	UMB BANK NA	MAR2026-293	Co Govt Services--Gannon--Licen	03/05/2026	491.57	491.57	03/31/2026
31500	UMB BANK NA	MAR2026-294	Identogo--McKay--Fingerprint Pay	03/26/2026	56.00	56.00	03/31/2026
31500	UMB BANK NA	MAR2026-295	Me-Highlands Ran--Gannon--Mai	03/19/2026	759.38	759.38	03/31/2026
31500	UMB BANK NA	MAR2026-296	Ninja Nation--Gannon--Ninja Natio	03/19/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-297	Sp Rocky Mtn Sunscreen--Ganno	03/20/2026	451.95	451.95	03/31/2026
31500	UMB BANK NA	MAR2026-298	battle Zone--Gannon--Battle Zone	03/19/2026	850.00	850.00	03/31/2026
31500	UMB BANK NA	MAR2026-299	Breckenridge Rec Dept--McKay--I	02/26/2026	82.53	82.53	03/31/2026
31500	UMB BANK NA	MAR2026-3	Legalshield--Fette--Feb 2026 mon	03/13/2026	1,103.10	1,103.10	03/31/2026
31500	UMB BANK NA	MAR2026-30	Att--Jones--PD, Rec and TH phon	03/13/2026	1,889.95	1,889.95	03/31/2026
31500	UMB BANK NA	MAR2026-300	Sky Zone Arvad--Gannon--Field T	03/10/2026	400.22	400.22	03/31/2026
31500	UMB BANK NA	MAR2026-301	Wal-Mart--Gannon--Art and Game	03/13/2026	84.03	84.03	03/31/2026
31500	UMB BANK NA	MAR2026-302	Wal-Mart--Gannon--Art and Snack	02/27/2026	41.32	41.32	03/31/2026
31500	UMB BANK NA	MAR2026-303	peppinos Pizza --Gannon--Pizza f	03/20/2026	159.19	159.19	03/31/2026
31500	UMB BANK NA	MAR2026-304	Alaska Structures--Henkel--canop	03/06/2026	3,682.00	3,682.00	03/31/2026
31500	UMB BANK NA	MAR2026-305	Amazon --Beck--Flag pole rings fo	02/27/2026	23.94	23.94	03/31/2026
31500	UMB BANK NA	MAR2026-306	Amazon --Henkel--Splice kit for ca	03/13/2026	171.96	171.96	03/31/2026
31500	UMB BANK NA	MAR2026-307	Infinity Certified Welding--Souleret	03/17/2026	288.27	288.27	03/31/2026
31500	UMB BANK NA	MAR2026-308	Lowe--Souleret--tool holder	03/05/2026	20.99	20.99	03/31/2026
31500	UMB BANK NA	MAR2026-309	Lowe--Souleret--tools cutting and	03/17/2026	83.49	83.49	03/31/2026
31500	UMB BANK NA	MAR2026-31	Centurylink Lumen--Jones--800 N	03/03/2026	20.58	20.58	03/31/2026
31500	UMB BANK NA	MAR2026-310	Murdochs --Souleret--tools, cuttin	03/18/2026	25.72	25.72	03/31/2026
31500	UMB BANK NA	MAR2026-311	Murdochs --Souleret--transfer pu	03/05/2026	115.00	115.00	03/31/2026
31500	UMB BANK NA	MAR2026-312	Murdochs --Souleret--tools	03/04/2026	234.98	234.98	03/31/2026
31500	UMB BANK NA	MAR2026-313	Napa Auto --Souleret--gloves	03/12/2026	11.29	11.29	03/31/2026
31500	UMB BANK NA	MAR2026-314	Summit County Ace --Souleret--D	03/04/2026	32.24	32.24	03/31/2026
31500	UMB BANK NA	MAR2026-315	Summit County Ace --Souleret--to	03/05/2026	54.36	54.36	03/31/2026
31500	UMB BANK NA	MAR2026-316	Wagner Parts --Souleret--cat filter	03/17/2026	493.95	493.95	03/31/2026
31500	UMB BANK NA	MAR2026-317	Amazon --Hintz--cleaning supplies	03/02/2026	44.00	44.00	03/31/2026
31500	UMB BANK NA	MAR2026-318	Amazon --Hintz--Birthday Party su	03/02/2026	46.92	46.92	03/31/2026
31500	UMB BANK NA	MAR2026-319	City-Market --Socks--St Patty day	03/17/2026	69.80	69.80	03/31/2026
31500	UMB BANK NA	MAR2026-32	Centurylink Lumen--Jones--TH, R	03/09/2026	860.45	860.45	03/31/2026
31500	UMB BANK NA	MAR2026-320	Hd Supply Facilities--Davis--Scree	03/12/2026	31.03	31.03	03/31/2026
31500	UMB BANK NA	MAR2026-321	Hd Supply Facilities--Davis--Wom	03/13/2026	100.42	100.42	03/31/2026
31500	UMB BANK NA	MAR2026-322	Hd Supply Facilities--Davis--Wom	03/13/2026	100.42	100.42	03/31/2026
31500	UMB BANK NA	MAR2026-323	Mixtiles--Socks--Refund of tax for	03/10/2026	6.31-	6.31-	03/31/2026
31500	UMB BANK NA	MAR2026-324	Wal-Mart--Hintz--General office su	03/26/2026	17.92	17.92	03/31/2026
31500	UMB BANK NA	MAR2026-325	Wal-Mart--Socks--Polaroid film for	03/03/2026	113.19	113.19	03/31/2026
31500	UMB BANK NA	MAR2026-326	Antlers Liquor & Wine --Davis--Thi	03/14/2026	44.98	44.98	03/31/2026
31500	UMB BANK NA	MAR2026-327	Safeway--Pierce--Bubblegum rac	03/18/2026	35.96	35.96	03/31/2026
31500	UMB BANK NA	MAR2026-328	Safeway--Pierce--Bubblegum Rac	03/04/2026	49.94	49.94	03/31/2026
31500	UMB BANK NA	MAR2026-329	Safeway--Pierce--Bubblegum Rac	03/11/2026	54.12	54.12	03/31/2026
31500	UMB BANK NA	MAR2026-33	Comcast --Jones--Phones Town	03/12/2026	3,243.28	3,243.28	03/31/2026
31500	UMB BANK NA	MAR2026-330	Safeway--Davis--We made breakf	03/08/2026	118.15	118.15	03/31/2026
31500	UMB BANK NA	MAR2026-331	frisco Haus Cafe --Socks--Railpar	03/05/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-332	frisco Haus Cafe --Socks--Railpar	03/05/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-333	The Webstaurant Store --Hintz--C	03/09/2026	82.23	82.23	03/31/2026
31500	UMB BANK NA	MAR2026-334	Dunkin --Henkel--Donuts for staff	03/16/2026	63.86	63.86	03/31/2026
31500	UMB BANK NA	MAR2026-335	timberline Lodge--Henkel--Cutter's	03/07/2026	3,060.00	3,060.00	03/31/2026
31500	UMB BANK NA	MAR2026-336	world Class Distribution--Socks--	03/03/2026	29.52	29.52	03/31/2026
31500	UMB BANK NA	MAR2026-337	world Class Distribution--Socks--	03/03/2026	65.29	65.29	03/31/2026
31500	UMB BANK NA	MAR2026-338	world Class Distribution--Socks--	03/03/2026	251.77	251.77	03/31/2026
31500	UMB BANK NA	MAR2026-339	Safeway--Hintz--Pasta bar supplie	03/05/2026	75.31	75.31	03/31/2026
31500	UMB BANK NA	MAR2026-34	Comcast Business--Jones--Ethern	03/26/2026	847.29	847.29	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-340	Safeway--Beck--Employee Appre	03/08/2026	130.33	130.33	03/31/2026
31500	UMB BANK NA	MAR2026-341	chimayo Grill --Socks--early closin	03/22/2026	528.20	528.20	03/31/2026
31500	UMB BANK NA	MAR2026-342	Wal-Mart--Beck--Employee Appre	03/08/2026	9.24	9.24	03/31/2026
31500	UMB BANK NA	MAR2026-343	Wholefeds--Beck--Pizza Lunch for	03/07/2026	74.00	74.00	03/31/2026
31500	UMB BANK NA	MAR2026-344	Wholefeds--Socks--Whole Foods pi	03/15/2026	106.28	106.28	03/31/2026
31500	UMB BANK NA	MAR2026-345	Spotify --Hintz--Spotify for PRA	03/21/2026	20.58	20.58	03/31/2026
31500	UMB BANK NA	MAR2026-346	Swift Communications--Harper--B	03/10/2026	1,382.80	1,382.80	03/31/2026
31500	UMB BANK NA	MAR2026-347	tropical Threads--Socks--LOGO E	03/03/2026	260.00	260.00	03/31/2026
31500	UMB BANK NA	MAR2026-348	tropical Threads--Socks--Logo Em	03/03/2026	480.00	480.00	03/31/2026
31500	UMB BANK NA	MAR2026-349	Sp Truewerk--Henkel--Uniform pie	03/04/2026	383.15	383.15	03/31/2026
31500	UMB BANK NA	MAR2026-35	Tmobile --Swenson--Personal cell	03/16/2026	70.00	70.00	03/31/2026
31500	UMB BANK NA	MAR2026-350	Xcel --Account--Gas/Electricity - F	03/24/2026	134.56	134.56	03/31/2026
31500	UMB BANK NA	MAR2026-351	Xcel --Account--Gas/Electricity - F	03/24/2026	6,116.33	6,116.33	03/31/2026
31500	UMB BANK NA	MAR2026-352	Geo Reentry Services--Henkel--D	03/25/2026	30.00	30.00	03/31/2026
31500	UMB BANK NA	MAR2026-353	Amazon --Henkel--calendar for offi	03/03/2026	15.98	15.98	03/31/2026
31500	UMB BANK NA	MAR2026-354	Amazon --Beck--Hand and tow wa	02/27/2026	106.51	106.51	03/31/2026
31500	UMB BANK NA	MAR2026-355	Lowes--Sovine--Salt for terrain pa	03/16/2026	188.38	188.38	03/31/2026
31500	UMB BANK NA	MAR2026-356	Mountain Dirty Motorsport--Sovine	03/03/2026	62.79	62.79	03/31/2026
31500	UMB BANK NA	MAR2026-357	AlSCO Inc.--Davis--Rug cleaning s	03/11/2026	749.06	749.06	03/31/2026
31500	UMB BANK NA	MAR2026-358	Hd Supply Facilities--Davis--Pape	03/11/2026	63.79	63.79	03/31/2026
31500	UMB BANK NA	MAR2026-359	Hd Supply Facilities--Davis--Toilet	03/11/2026	667.12	667.12	03/31/2026
31500	UMB BANK NA	MAR2026-36	Vesta--Davis--Cell phone bill	03/05/2026	35.78	35.78	03/31/2026
31500	UMB BANK NA	MAR2026-360	Properly Cleaning--Schleifer--Tow	03/09/2026	1,215.00	1,215.00	03/31/2026
31500	UMB BANK NA	MAR2026-361	Properly Cleaning--Hintz--Day Lo	03/08/2026	2,300.00	2,300.00	03/31/2026
31500	UMB BANK NA	MAR2026-362	Properly Cleaning--Hintz--Slopesi	03/08/2026	3,060.00	3,060.00	03/31/2026
31500	UMB BANK NA	MAR2026-363	Wm.Com--Davis--Dumpster lease	03/19/2026	488.49	488.49	03/31/2026
31500	UMB BANK NA	MAR2026-364	Co Bldg Sup --Swenson--Timberlo	03/26/2026	155.98	155.98	03/31/2026
31500	UMB BANK NA	MAR2026-365	Smartsign--Swenson--Sales tax re	03/25/2026	11.44	11.44	03/31/2026
31500	UMB BANK NA	MAR2026-366	Smartsign--Swenson--No horses	03/24/2026	244.74	244.74	03/31/2026
31500	UMB BANK NA	MAR2026-367	Wal-Mart--Melkonian--Nitrile glove	03/22/2026	76.54	76.54	03/31/2026
31500	UMB BANK NA	MAR2026-368	Baileys Inc--Melkonian--Chainsaw	03/20/2026	1,561.84	1,561.84	03/31/2026
31500	UMB BANK NA	MAR2026-369	Carquest --Souleret--hydro hose	03/03/2026	47.47	47.47	03/31/2026
31500	UMB BANK NA	MAR2026-37	Vzwrlls--Jones--TH, RC, PD cell	03/15/2026	1,130.85	1,130.85	03/31/2026
31500	UMB BANK NA	MAR2026-370	Co Bldg Sup--Melkonian--Tools, lu	03/21/2026	990.49	990.49	03/31/2026
31500	UMB BANK NA	MAR2026-371	Infinity Certified Welding--Souleret	03/17/2026	288.27	288.27	03/31/2026
31500	UMB BANK NA	MAR2026-372	Lowes--Souleret--tool holder	03/05/2026	20.99	20.99	03/31/2026
31500	UMB BANK NA	MAR2026-373	Lowes--Souleret--tools cutting and	03/17/2026	83.49	83.49	03/31/2026
31500	UMB BANK NA	MAR2026-374	Murdochs --Souleret--tools, cuttin	03/18/2026	25.73	25.73	03/31/2026
31500	UMB BANK NA	MAR2026-375	Murdochs --Souleret--transfer pu	03/05/2026	114.99	114.99	03/31/2026
31500	UMB BANK NA	MAR2026-376	Murdochs --Souleret--tools	03/04/2026	234.98	234.98	03/31/2026
31500	UMB BANK NA	MAR2026-377	Napa Auto --Souleret--gloves	03/12/2026	11.29	11.29	03/31/2026
31500	UMB BANK NA	MAR2026-378	Prinoth Lic--Souleret--pressure ho	03/25/2026	179.80	179.80	03/31/2026
31500	UMB BANK NA	MAR2026-379	Prinoth Lic--Souleret--high pressu	03/25/2026	526.30	526.30	03/31/2026
31500	UMB BANK NA	MAR2026-38	Vzwrlls--Joyce--Monthly cell phon	03/15/2026	70.00	70.00	03/31/2026
31500	UMB BANK NA	MAR2026-380	Prinoth Lic--Souleret--pressure ho	03/25/2026	1,155.57	1,155.57	03/31/2026
31500	UMB BANK NA	MAR2026-381	Summit County Ace --Souleret--D	03/04/2026	32.24	32.24	03/31/2026
31500	UMB BANK NA	MAR2026-382	Summit County Ace --Souleret--to	03/05/2026	54.35	54.35	03/31/2026
31500	UMB BANK NA	MAR2026-383	Summit County Ace --Melkonian--	03/15/2026	261.87	261.87	03/31/2026
31500	UMB BANK NA	MAR2026-384	Wagner Parts --Souleret--coolant	03/03/2026	40.86	40.86	03/31/2026
31500	UMB BANK NA	MAR2026-385	Wagner Parts --Souleret--filter and	03/25/2026	122.82	122.82	03/31/2026
31500	UMB BANK NA	MAR2026-386	Joinhomebase.Com--Swenson--M	03/13/2026	30.00	30.00	03/31/2026
31500	UMB BANK NA	MAR2026-387	Spotify --Rosencrans--Monthly Sp	03/05/2026	14.08	14.08	03/31/2026
31500	UMB BANK NA	MAR2026-388	Trail Builder Magazine--Swenson-	03/26/2026	9.99	9.99	03/31/2026
31500	UMB BANK NA	MAR2026-389	Wal-Mart--Rosencrans--Glue and	03/19/2026	27.93	27.93	03/31/2026
31500	UMB BANK NA	MAR2026-39	Vzwrlls--Muth--Employee cell pho	03/19/2026	35.00	35.00	03/31/2026
31500	UMB BANK NA	MAR2026-390	mountain Dweller Coffee--Rosenc	03/17/2026	90.00	90.00	03/31/2026
31500	UMB BANK NA	MAR2026-391	Summit Thai--Rosencrans--Lunch	03/17/2026	143.19	143.19	03/31/2026
31500	UMB BANK NA	MAR2026-392	Wal-Mart--Melkonian--Shop coffee	03/08/2026	29.81	29.81	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-393	Facebk --Agee--Frisco Freeze pro	03/01/2026	131.59	131.59	03/31/2026
31500	UMB BANK NA	MAR2026-394	Swift Communications--Harper--Fr	03/10/2026	2,247.05	2,247.05	03/31/2026
31500	UMB BANK NA	MAR2026-395	Wm.Com--Davis--Dumpster lease	03/19/2026	488.50	488.50	03/31/2026
31500	UMB BANK NA	MAR2026-396	Xcel --Account--Gas/Electricity - N	03/24/2026	914.35	914.35	03/31/2026
31500	UMB BANK NA	MAR2026-397	Alsco Inc.--Davis--Rug cleaning S	03/11/2026	194.00	194.00	03/31/2026
31500	UMB BANK NA	MAR2026-398	Properly Cleaning--Hintz--Nordic	03/08/2026	1,147.00	1,147.00	03/31/2026
31500	UMB BANK NA	MAR2026-399	Xcel --Account--Gas/Electricity - S	03/24/2026	54.12	54.12	03/31/2026
31500	UMB BANK NA	MAR2026-4	Legalshield--Fette--Jan 2026 mon	03/13/2026	1,144.00	1,144.00	03/31/2026
31500	UMB BANK NA	MAR2026-40	Vzwrlls--Harper--Nikki Harper cell	03/18/2026	70.00	70.00	03/31/2026
31500	UMB BANK NA	MAR2026-400	Xcel --Account--Gas/Electricity - S	03/24/2026	2,460.21	2,460.21	03/31/2026
31500	UMB BANK NA	MAR2026-401	Am Leonard--Swenson--Trail cons	03/11/2026	503.40	503.40	03/31/2026
31500	UMB BANK NA	MAR2026-402	Colorado Analytical--Thompson--	03/18/2026	42.00	42.00	03/31/2026
31500	UMB BANK NA	MAR2026-403	Lowe's--Irwin--CIP Supply	03/23/2026	39.92	39.92	03/31/2026
31500	UMB BANK NA	MAR2026-404	Usabluebook--Irwin--Well 6 Pump	03/21/2026	210.95	210.95	03/31/2026
31500	UMB BANK NA	MAR2026-405	Usabluebook--Irwin--CL17 Reage	03/10/2026	578.14	578.14	03/31/2026
31500	UMB BANK NA	MAR2026-406	Centurylink Lumen--Jones--Water	03/09/2026	563.89	563.89	03/31/2026
31500	UMB BANK NA	MAR2026-407	Comcast Business--Jones--Town	03/26/2026	105.92	105.92	03/31/2026
31500	UMB BANK NA	MAR2026-408	Vzwrlls--Jones--Water departmen	03/15/2026	271.62	271.62	03/31/2026
31500	UMB BANK NA	MAR2026-409	Geowater Services--Thompson--	03/02/2026	200.00	200.00	03/31/2026
31500	UMB BANK NA	MAR2026-41	Vzwrlls--Muth--Mistaken charge	03/20/2026	83.41	83.41	03/31/2026
31500	UMB BANK NA	MAR2026-410	Halo Branded Solutions--Thomps	03/17/2026	793.84	793.84	03/31/2026
31500	UMB BANK NA	MAR2026-411	Holiday Inn Express--Irwin--Locat	03/18/2026	159.00	159.00	03/31/2026
31500	UMB BANK NA	MAR2026-412	Holiday Inn Express--Irwin--Locat	03/18/2026	159.00	159.00	03/31/2026
31500	UMB BANK NA	MAR2026-413	Pepper Asian --Irwin--Locate Clas	03/17/2026	28.49	28.49	03/31/2026
31500	UMB BANK NA	MAR2026-414	Pepper Asian --Wall--Locate Class	03/17/2026	34.84	34.84	03/31/2026
31500	UMB BANK NA	MAR2026-415	Colorado Analytical--Thompson--	03/18/2026	440.00	440.00	03/31/2026
31500	UMB BANK NA	MAR2026-416	Rei --Irwin--Chris Irwin's Clothing	02/26/2026	160.00	160.00	03/31/2026
31500	UMB BANK NA	MAR2026-417	Xcel --Account--Gas/Electricity -	03/24/2026	99.17	99.17	03/31/2026
31500	UMB BANK NA	MAR2026-418	Xcel --Account--Gas/Electricity -	03/24/2026	4,507.59	4,507.59	03/31/2026
31500	UMB BANK NA	MAR2026-419	Xcel --Account--Gas/Electricity - E	03/24/2026	39.69	39.69	03/31/2026
31500	UMB BANK NA	MAR2026-42	Nytimes Disc--McBride--NY Times	03/08/2026	4.02	4.02	03/31/2026
31500	UMB BANK NA	MAR2026-420	Xcel --Account--Gas/Electricity - E	03/24/2026	40.64	40.64	03/31/2026
31500	UMB BANK NA	MAR2026-421	Xcel --Account--Gas/Electricity - E	03/24/2026	1.86	1.86	03/31/2026
31500	UMB BANK NA	MAR2026-422	Xcel --Account--Gas/Electricity - E	03/24/2026	84.47	84.47	03/31/2026
31500	UMB BANK NA	MAR2026-423	Xcel --Account--Gas/Electricity - E	03/24/2026	109.72	109.72	03/31/2026
31500	UMB BANK NA	MAR2026-424	Comcast --Jones--Phones VIC	03/12/2026	547.50	547.50	03/31/2026
31500	UMB BANK NA	MAR2026-425	Comcast Business--Jones--Ethern	03/26/2026	105.92	105.92	03/31/2026
31500	UMB BANK NA	MAR2026-426	Amazon --Holley--stickers for egg	03/15/2026	15.18	15.18	03/31/2026
31500	UMB BANK NA	MAR2026-427	Amazon --Holley--dog treats, spon	03/13/2026	28.68	28.68	03/31/2026
31500	UMB BANK NA	MAR2026-428	Amazon --Holley--office chair, stic	03/04/2026	152.98	152.98	03/31/2026
31500	UMB BANK NA	MAR2026-429	Amazon --Holley--bulk tissue orde	03/03/2026	79.98	79.98	03/31/2026
31500	UMB BANK NA	MAR2026-43	Amazon --Campbell--ELECTION	03/11/2026	39.98	39.98	03/31/2026
31500	UMB BANK NA	MAR2026-430	Amazon --Holley--frame for artwor	03/26/2026	49.99	49.99	03/31/2026
31500	UMB BANK NA	MAR2026-431	Amazon --Holley--bulk coffee for o	03/03/2026	28.20	28.20	03/31/2026
31500	UMB BANK NA	MAR2026-432	Amazon --Holley--dog treats for g	03/10/2026	36.27	36.27	03/31/2026
31500	UMB BANK NA	MAR2026-433	Cloud Cover Music--Holley--cloud	03/02/2026	18.95	18.95	03/31/2026
31500	UMB BANK NA	MAR2026-434	Stapls--Holley--toner for printer	03/11/2026	570.99	570.99	03/31/2026
31500	UMB BANK NA	MAR2026-435	Xcel --Account--Gas/Electricity - O	03/24/2026	1,011.96	1,011.96	03/31/2026
31500	UMB BANK NA	MAR2026-436	Murdochs --Hutchinson--rope and	03/12/2026	58.97	58.97	03/31/2026
31500	UMB BANK NA	MAR2026-437	patriot Portables --Lope--Toilets fo	03/21/2026	520.00	520.00	03/31/2026
31500	UMB BANK NA	MAR2026-438	Rbg Promotions--Pierce--Gloves f	02/26/2026	2,225.50	2,225.50	03/31/2026
31500	UMB BANK NA	MAR2026-439	Safeway--Pierce--Snacks for the n	03/05/2026	186.67	186.67	03/31/2026
31500	UMB BANK NA	MAR2026-44	Usps Po --Campbell--UNDELIVE	03/26/2026	39.78	39.78	03/31/2026
31500	UMB BANK NA	MAR2026-440	Safeway--McKay--string necklace	03/05/2026	257.73	257.73	03/31/2026
31500	UMB BANK NA	MAR2026-441	funflicks Colorado--Miller--Reserv	03/10/2026	844.50	844.50	03/31/2026
31500	UMB BANK NA	MAR2026-442	Amazon --Theiss--seat pad for offi	03/20/2026	16.99	16.99	03/31/2026
31500	UMB BANK NA	MAR2026-443	Amazon --Hogeman--Disposable	03/01/2026	25.91	25.91	03/31/2026
31500	UMB BANK NA	MAR2026-444	Lowe's--Hogeman--Extension cord	03/03/2026	70.08	70.08	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-445	Att--Jones--Marina Phones, Ipad	03/13/2026	366.21	366.21	03/31/2026
31500	UMB BANK NA	MAR2026-446	Centurylink Lumen--Jones--Marin	03/09/2026	186.81	186.81	03/31/2026
31500	UMB BANK NA	MAR2026-447	Comcast --Jones--Phones Marina	03/12/2026	745.64	745.64	03/31/2026
31500	UMB BANK NA	MAR2026-448	Comcast Business--Jones--Town	03/26/2026	105.92	105.92	03/31/2026
31500	UMB BANK NA	MAR2026-449	Amazon --Hogeman--Spark plugs	03/01/2026	16.57	16.57	03/31/2026
31500	UMB BANK NA	MAR2026-45	Safeway--Dean--Breakfast items f	03/16/2026	42.81	42.81	03/31/2026
31500	UMB BANK NA	MAR2026-450	Charleston Harbor --Theiss--last n	02/28/2026	396.63	396.63	03/31/2026
31500	UMB BANK NA	MAR2026-451	Sunoco --Theiss--gas for week's r	02/28/2026	22.00	22.00	03/31/2026
31500	UMB BANK NA	MAR2026-452	Dry Box Inc--Snyder--Marine Ship	03/20/2026	154.50	154.50	03/31/2026
31500	UMB BANK NA	MAR2026-453	Centurylink Lumen--Jones--Marin	03/09/2026	35.64	35.64	03/31/2026
31500	UMB BANK NA	MAR2026-454	Xcel --Account--Gas/Electric Frisc	03/24/2026	.30	.30	03/31/2026
31500	UMB BANK NA	MAR2026-455	Xcel --Account--Gas/Electricity -	03/24/2026	.47	.47	03/31/2026
31500	UMB BANK NA	MAR2026-456	Xcel --Account--Gas/Electric Frisc	03/24/2026	19.29	19.29	03/31/2026
31500	UMB BANK NA	MAR2026-457	Xcel --Account--Gas/Electricity - F	03/24/2026	25.50	25.50	03/31/2026
31500	UMB BANK NA	MAR2026-458	Xcel --Account--Gas/Electric Frisc	03/24/2026	13.43	13.43	03/31/2026
31500	UMB BANK NA	MAR2026-459	Xcel --Account--Gas/Electricity -	03/24/2026	21.56	21.56	03/31/2026
31500	UMB BANK NA	MAR2026-46	Safeway--Dean--Breakfast foods f	03/02/2026	151.02	151.02	03/31/2026
31500	UMB BANK NA	MAR2026-460	Xcel --Account--Gas/Electric Frisc	03/24/2026	876.93	876.93	03/31/2026
31500	UMB BANK NA	MAR2026-461	Xcel --Account--Gas/Electricity - F	03/24/2026	1,158.92	1,158.92	03/31/2026
31500	UMB BANK NA	MAR2026-462	Properly Cleaning--Snyder--Month	03/18/2026	540.00	540.00	03/31/2026
31500	UMB BANK NA	MAR2026-463	Spotify --Theiss--spotify monthly	03/25/2026	20.58	20.58	03/31/2026
31500	UMB BANK NA	MAR2026-464	Geiger--Brown--100 pairs of wood	03/09/2026	379.52	379.52	03/31/2026
31500	UMB BANK NA	MAR2026-465	Boats.Net--Hogeman--Carburetor	03/04/2026	193.32	193.32	03/31/2026
31500	UMB BANK NA	MAR2026-466	Lowe's--Hogeman--Ratchet straps	03/03/2026	32.56	32.56	03/31/2026
31500	UMB BANK NA	MAR2026-467	West Marine --Hogeman--Trim tab	03/27/2026	23.08	23.08	03/31/2026
31500	UMB BANK NA	MAR2026-468	West Marine --Hogeman--Another	03/06/2026	42.90	42.90	03/31/2026
31500	UMB BANK NA	MAR2026-469	West Marine--Hogeman--Spare tir	03/04/2026	42.90	42.90	03/31/2026
31500	UMB BANK NA	MAR2026-47	Sun Valley Resort--Jones--Deposi	03/18/2026	973.52	973.52	03/31/2026
31500	UMB BANK NA	MAR2026-48	Amazon --Broadbent--Restock of	03/07/2026	14.97	14.97	03/31/2026
31500	UMB BANK NA	MAR2026-49	Amazon --Broadbent--Restock of	03/06/2026	44.32	44.32	03/31/2026
31500	UMB BANK NA	MAR2026-5	Co Summit Co Svs--Heth--Record	03/03/2026	44.73	44.73	03/31/2026
31500	UMB BANK NA	MAR2026-50	Amazon --Broadbent--Restock of	03/13/2026	51.56	51.56	03/31/2026
31500	UMB BANK NA	MAR2026-51	Amazon --Broadbent--Restock of	03/03/2026	84.18	84.18	03/31/2026
31500	UMB BANK NA	MAR2026-52	copy Copy Frisco--Broadbent--Em	03/04/2026	95.00	95.00	03/31/2026
31500	UMB BANK NA	MAR2026-53	Vrc Companies Llc--Broadbent--V	03/15/2026	162.91	162.91	03/31/2026
31500	UMB BANK NA	MAR2026-54	Brothers --Robinson--lunch perdiu	03/24/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-55	City-Market --Zablocki--Farwell su	03/18/2026	237.43	237.43	03/31/2026
31500	UMB BANK NA	MAR2026-56	Dunkin --Zablocki--March mtg sup	03/04/2026	66.00	66.00	03/31/2026
31500	UMB BANK NA	MAR2026-57	Natural Grocers --Broadbent--Res	03/02/2026	150.00	150.00	03/31/2026
31500	UMB BANK NA	MAR2026-58	Natural Grocers --Broadbent--Res	03/26/2026	200.00	200.00	03/31/2026
31500	UMB BANK NA	MAR2026-59	Next Page Books --Broadbent--Re	03/12/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-6	Co Summit Co Svs--Valdez--Reco	03/17/2026	88.70	88.70	03/31/2026
31500	UMB BANK NA	MAR2026-60	Rocky Mountain Coffee--Broadbe	03/12/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-61	Safeway--Broadbent--Restock of	03/18/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-62	The Breakfast Deli--Broadbent--R	03/12/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-63	The Breakfast Deli--Robinson--em	03/05/2026	1,054.92	1,054.92	03/31/2026
31500	UMB BANK NA	MAR2026-64	Mountain Dweller Cofee--Jones--	03/05/2026	144.00	144.00	03/31/2026
31500	UMB BANK NA	MAR2026-65	The Silver Crown--Zablocki--Refu	03/09/2026	342.52	342.52	03/31/2026
31500	UMB BANK NA	MAR2026-66	Wal-Mart--Broadbent--Restock of	03/26/2026	200.00	200.00	03/31/2026
31500	UMB BANK NA	MAR2026-67	Wholefids--Broadbent--Restock of	03/18/2026	150.00	150.00	03/31/2026
31500	UMB BANK NA	MAR2026-68	Wholefids--Broadbent--Restock of	03/02/2026	150.00	150.00	03/31/2026
31500	UMB BANK NA	MAR2026-69	Wholefids--Broadbent--Restock of	03/26/2026	200.00	200.00	03/31/2026
31500	UMB BANK NA	MAR2026-7	Google Workspace--Agee--Fraud	03/06/2026	215.43	215.43	03/31/2026
31500	UMB BANK NA	MAR2026-70	Breckenridge Rec Dept--Socks--	03/13/2026	249.66	249.66	03/31/2026
31500	UMB BANK NA	MAR2026-71	Safeway--Kender--Myfit completio	03/03/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-72	Wholefids--Kender--MyFit completi	03/11/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-73	Duo*com--Gajewski--DUO 2 facto	03/15/2026	180.00	180.00	03/31/2026
31500	UMB BANK NA	MAR2026-74	Microsoft--Gajewski--Microsoft Se	03/09/2026	185.35	185.35	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	MAR2026-75	chatgpt Subscription--Gajewski--o	03/24/2026	20.00	20.00	03/31/2026
31500	UMB BANK NA	MAR2026-76	Bluebeam Inc.--Gajewski--BluBea	03/25/2026	330.00	330.00	03/31/2026
31500	UMB BANK NA	MAR2026-77	Https://Scribe.How--Gajewski--ch	03/24/2026	85.00	85.00	03/31/2026
31500	UMB BANK NA	MAR2026-78	Zoom.Com --Campbell--ZOOM S	03/10/2026	10.00	10.00	03/31/2026
31500	UMB BANK NA	MAR2026-79	Zoom.Com --Campbell--ZOOM M	03/10/2026	100.00	100.00	03/31/2026
31500	UMB BANK NA	MAR2026-8	National Academy Of Sport--Agee	03/05/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-80	Amazon --Gajewski--museum cd	03/24/2026	282.87	282.87	03/31/2026
31500	UMB BANK NA	MAR2026-81	Indias Spice Cuisine--Fisher--Lun	02/27/2026	67.68	67.68	03/31/2026
31500	UMB BANK NA	MAR2026-82	Butterhorn Bakery --Fisher--Break	02/28/2026	63.25	63.25	03/31/2026
31500	UMB BANK NA	MAR2026-83	bagalis--Fisher--Lunch with counci	03/06/2026	75.15	75.15	03/31/2026
31500	UMB BANK NA	MAR2026-84	Sonesta Denver --Jones--Martin's	03/13/2026	149.00	149.00	03/31/2026
31500	UMB BANK NA	MAR2026-85	Amazon --Broadbent--Restock TC	03/13/2026	8.75	8.75	03/31/2026
31500	UMB BANK NA	MAR2026-86	Indias Spice Cuisine --Broadbent-	03/25/2026	660.00	660.00	03/31/2026
31500	UMB BANK NA	MAR2026-87	Lsu Outer Range Brewing--Broad	03/11/2026	30.17-	30.17-	03/31/2026
31500	UMB BANK NA	MAR2026-88	Lsu Outer Range Brewing--Broad	03/11/2026	390.17	390.17	03/31/2026
31500	UMB BANK NA	MAR2026-89	Safeway--Broadbent--TC dinner 3	03/09/2026	27.15	27.15	03/31/2026
31500	UMB BANK NA	MAR2026-9	National Academy Of Sport--Agee	03/06/2026	449.08	449.08	03/31/2026
31500	UMB BANK NA	MAR2026-90	Co Secretary State Fee--Kender--	03/13/2026	10.00	10.00	03/31/2026
31500	UMB BANK NA	MAR2026-91	University Of Denver --Edwards--	02/27/2026	98.13	98.13	03/31/2026
31500	UMB BANK NA	MAR2026-92	Amazon --Kender--Notary renewal	03/19/2026	21.65	21.65	03/31/2026
31500	UMB BANK NA	MAR2026-93	Amazon --Broadbent--New keybo	03/13/2026	47.49	47.49	03/31/2026
31500	UMB BANK NA	MAR2026-94	Colorado Municipal Clerks--Jones	03/24/2026	180.00	180.00	03/31/2026
31500	UMB BANK NA	MAR2026-95	limc--Jones--Anna's IIMC Registra	03/24/2026	50.00	50.00	03/31/2026
31500	UMB BANK NA	MAR2026-96	limc--Jones--Anna's IIMC Dues	03/24/2026	135.00	135.00	03/31/2026
31500	UMB BANK NA	MAR2026-97	Amazon --Broadbent--Restock of	03/06/2026	25.60	25.60	03/31/2026
31500	UMB BANK NA	MAR2026-98	Amazon --Broadbent--Election lab	03/07/2026	62.77	62.77	03/31/2026
31500	UMB BANK NA	MAR2026-99	Safeway--Broadbent--Napkins for	03/18/2026	6.08	6.08	03/31/2026
Total UMB BANK NA:					196,830.58	196,830.58	
UNIVERSITY OF COLORADO DENVER							
31727	UNIVERSITY OF COLORADO D	111913977	Student ID 111913977 - Angela G	04/15/2026	1,500.00	1,500.00	04/16/2026
Total UNIVERSITY OF COLORADO DENVER:					1,500.00	1,500.00	
UPPER CASE PRINTING, INK.							
31800	UPPER CASE PRINTING, INK.	4254	Water Rate Fact Sheet Flyer	04/08/2026	175.12	175.12	04/16/2026
Total UPPER CASE PRINTING, INK.:					175.12	175.12	
USDA FOREST SERVICE							
31891	USDA FOREST SERVICE	BF021510AG1	Feb/March 2026 Fees	04/06/2026	424.00	424.00	04/09/2026
Total USDA FOREST SERVICE:					424.00	424.00	
VERMONT SYSTEMS							
32135	VERMONT SYSTEMS	VS020000	Monthly software fees for RecTrac	03/02/2026	559.13	559.13	04/02/2026
32135	VERMONT SYSTEMS	VS020000	Monthly software fees for RecTrac	03/02/2026	279.56	279.56	04/02/2026
32135	VERMONT SYSTEMS	VS020000	Monthly software fees for RecTrac	03/02/2026	279.57	279.57	04/02/2026
32135	VERMONT SYSTEMS	VS020306	RecTrac recreation software mont	04/01/2026	559.13	559.13	04/09/2026
32135	VERMONT SYSTEMS	VS020306	RecTrac recreation software mont	04/01/2026	279.56	279.56	04/09/2026
32135	VERMONT SYSTEMS	VS020306	RecTrac recreation software mont	04/01/2026	279.57	279.57	04/09/2026
Total VERMONT SYSTEMS:					2,236.52	2,236.52	
WAGNER EQUIPMENT CO							
32400	WAGNER EQUIPMENT CO	B7208601	Push Frame for loader 19-06 dam	02/24/2026	1,777.78	1,777.78	04/22/2026
32400	WAGNER EQUIPMENT CO	P00C2889627	938 Loader PM service kit	02/27/2026	354.81	354.81	04/22/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
32400	WAGNER EQUIPMENT CO	P62C0183720	Cutting edges for 938 loaders	01/03/2026	2,149.00	2,149.00	04/22/2026
32400	WAGNER EQUIPMENT CO	P62C0183760	V-Plow Cutting Edges	01/08/2026	897.72	897.72	04/22/2026
32400	WAGNER EQUIPMENT CO	P62C0183761	Light bulbs for CAT equip.	01/08/2026	138.20	138.20	04/22/2026
32400	WAGNER EQUIPMENT CO	P62C0183876	Public Works Fleet Stucchi Quick	01/21/2026	3,226.41	3,226.41	04/09/2026
32400	WAGNER EQUIPMENT CO	P62C0183891	938 Loader inner air filters	01/22/2026	129.09	129.09	04/22/2026
Total WAGNER EQUIPMENT CO:					8,673.01	8,673.01	
WANCO							
32459	WANCO	fmi-0006247	Wanco message board repair	04/12/2026	240.00	240.00	04/16/2026
Total WANCO:					240.00	240.00	
WINTHROP & WEINSTINE							
33211	WINTHROP & WEINSTINE	628437	Payment for consulting on Afforda	03/25/2026	664.00	664.00	04/02/2026
Total WINTHROP & WEINSTINE:					664.00	664.00	
YELLOWSTONE TRACK SYSTEMS LLC							
28826	YELLOWSTONE TRACK SYSTE	S12996	Shipping costs on grooming part.	12/12/2025	29.01	29.01	04/09/2026
Total YELLOWSTONE TRACK SYSTEMS LLC:					29.01	29.01	
ZOIE DAVIS-TEETS							
33536	ZOIE DAVIS-TEETS	FACC ART BA	FACC ART BANNER	04/21/2026	50.00	50.00	04/22/2026
Total ZOIE DAVIS-TEETS:					50.00	50.00	
Grand Totals:					1,775,832.84	1,775,832.8	

Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

P Card Charges 4.28.26

Transaction Date	Supplier Name	Transaction Amount	GL Coding	Transaction Description
04/27/2026	5280 Elevated, Inc.	\$ 5,100.00	10-1118-4265	5280 full page summer ad
04/01/2026	Accopencou* Summit Cou	\$ 50.00	80-8003-4482	Permit fees for Run the Rockies races with DRReC
04/01/2026	Accopencou* Summit Cou	\$ 50.00	80-8003-4485	Permit fees for Frisco Mountain Goat Kids with DRReC
03/27/2026	Allied Security Group In	\$ 1,150.80	10-1132-4207	Fire and security monitoring
04/20/2026	Alpine Lumber 33	\$ 1,426.35	10-1160-4207	Plywood to cover the magic carpet surface lift
04/11/2026	AlSCO Inc.	\$ 829.03	10-1160-4477	Rug Cleaning service.
04/11/2026	AlSCO Inc.	\$ 519.87	10-1125-4477	Rug replacements and cleaning for the Museum
04/02/2026	AlSCO Inc.	\$ 245.16	10-1121-4250	March floor mats for PD
04/01/2026	Amazon Mark* Bg5a06m81	\$ 28.48	80-8001-4233	Envelopes for Visitors guide
04/23/2026	Amazon Mark* Bs4rq64q1	\$ 100.30	80-8001-4233	Plungers, coffee for office, dumplings for visitors, trash grabber tools
04/15/2026	Amazon Mark* Bs6bb0fb2	\$ 15.98	80-8001-4233	Sand bags for a frame sign
04/06/2026	Amazon Mktpl	\$ 25.97	10-1125-4891	Cloth bags for gemstones
04/06/2026	Amazon Mktpl	\$ 54.89	10-1115-4211	Die-Cut Shipping Paper Labels, 300 Labels Per Roll, (3) Rolls per Box
04/04/2026	Amazon Mktpl	\$ 64.25	10-1110-4233	Restock of folders and envelopes for TH
04/13/2026	Amazon Mktpl	\$ 142.64	10-1110-4233	FRONT DESK ORDER - TOWN HALL SUPPLIES
04/24/2026	Amazon Mktpl	\$ 167.15	10-1150-4605	Fun Bucks Program Items
04/09/2026	Amazon Mktpl	\$ 69.21	10-1150-4605	Fun Club toys, Van Safety Items
04/05/2026	Amazon Mktpl	\$ 955.43	10-1160-4270	Adventure park summer staff uniforms. Sun shirts x32 Rain Jackets x16 (one order split 3 ways)
04/05/2026	Amazon Mktpl	\$ 111.13	10-1160-4270	FAP Summer staff uniforms Sun shirts x 32 RainJackets x 16 (One Order split 3 ways)
04/02/2026	Amazon Mktpl	\$ 213.25	10-1160-4270	FAP Summer Staff uniforms. Sun shirts x 32 Rainjackets x 16 (One order split 3 ways)
04/07/2026	Amazon Mktpl	\$ 29.99	10-1130-4233	USB-C port for conference room
04/01/2026	Amazon Mktpl	\$ 319.98	10-1132-4703	New desk since old one broke
03/30/2026	Amazon Mktpl	\$ 87.73	10-1130-4270	Clothing allowance
03/30/2026	Amazon Mktpl	\$ 40.21	90-9000-4201	Spark plug gap tool and stainless hardware
03/27/2026	Amazon Mktpl	\$ 55.98	90-9000-4205	Replacement gate opener remotes
04/13/2026	Amazon Mktpl	\$ 18.00	80-8001-4233	Velvet rope to rope off staff space from visitors
04/27/2026	Amazon Mktpl	\$ 78.23	10-1131-4403	Street spray paint
04/24/2026	Amazon Mktpl	\$ 177.50	10-1150-4605	Air Blower for inflatables at camp and sensory bells for kids camp
04/22/2026	Amazon Mktpl	\$ 105.02	10-1121-4233	Sanitizer and Disinfectant for Winter kids camps
04/22/2026	Amazon Mktpl	\$ 44.28	10-1125-4893	Interactive elements for the 250-150 Exhibit
04/22/2026	Amazon Mktpl	\$ 123.49	10-1121-4270	Radio ear piece for PD
04/22/2026	Amazon Mktpl	\$ 177.93	10-1132-4207	Nordic center toilet repair parts
04/12/2026	Amazon Mktpl	\$ 38.98	10-1132-4207	VIC Water fountain filter
04/04/2026	Amazon Mktpl	\$ 208.54	10-1132-4207	Various building repairs parts
04/17/2026	Amazon Mktpl	\$ 148.00	10-1170-4205	Charging port repair part on ebike.
04/18/2026	Amazon Mktplace Pmts	\$ (3.74)	80-8001-4233	Amazon refund
04/17/2026	Amazon Mktplace Pmts	\$ (0.13)	80-8001-4233	Amazon refund
04/17/2026	Amazon Mktplace Pmts	\$ (1.42)	80-8001-4233	Amazon refund
03/28/2026	Amazon Reta* B54400f1	\$ 49.99	10-1121-4233	Copy paper for PD
04/01/2026	Amazon Reta* Bc2nb6uv2	\$ 24.98	10-1125-4227	New publication on Mayflower Gulch for our reference library
03/28/2026	Amazon Reta* Bc3wr1ni2	\$ 285.31	10-1121-4233	Office supplies - legal pads, post it notes, paper towels, envelopes, toilet paper
04/15/2026	Amazon.Com*b71ut8eo0	\$ 213.95	10-1111-4229	TC dinner 4.14 wraps from Whole Foods
04/13/2026	Amazon.Com*by7oi87p2	\$ 93.98	10-1110-4233	Restock:notebook/pads, coffee creamer/coffee filters/container, sticky notes, tissues, paper, dishwa
04/17/2026	American Water Works Asso	\$ 443.00	40-4000-4210	America Water Works Association Renewal
04/14/2026	Apple.Com/Bill	\$ 0.99	10-1130-4250	Cloud storage for work phone to ensure I have memory for photos and other project related items.
04/27/2026	Arrowhead Forensics	\$ 145.04	10-1121-4233	20 lab testing kits
04/16/2026	Ascap License Fee	\$ 534.96	10-1160-4455	Annual ASCAP music license fee for FAP Operations
04/13/2026	At&t Mobility Epay	\$ 1,889.95	10-1110-4203	Town and PD phones
04/13/2026	At&t Mobility Epay	\$ 366.21	90-9000-4203	Marina Phones
04/16/2026	Atssa	\$ 175.00	10-1130-4250	Traffic control license
04/23/2026	Atssa	\$ 95.00	10-1134-4227	Flagger cert
04/23/2026	Atssa	\$ 95.00	10-1134-4227	Flagger cert
04/27/2026	Atssa	\$ 95.00	40-4000-4227	Flagger cert
04/23/2026	Atssa	\$ 95.00	10-1134-4227	Flagger cert
04/22/2026	Atssa	\$ 95.00	10-1134-4227	Flagger cert
04/01/2026	Autostar Subaru Of Silver	\$ 3,945.29	10-1133-4205	PD Cruiser accident damage in addition to body shop, also Warranty repairs
04/03/2026	Autostar Subaru Of Silver	\$ 14,345.61	90-9000-4206	Replacement transmission for Marina truck
04/11/2026	Blades Direct	\$ 2,435.95	10-1170-4205	Plate compactor
04/08/2026	Blasters Tool And Supply	\$ 4,250.45	10-1121-4281	Breaching equipment for Emergency Response Team
04/21/2026	Bobcat Golden	\$ 999.26	10-1133-4205	New broom for the skid steer sweeper
04/23/2026	Bottle Your Brand	\$ 8,425.60	10-1160-4225	FAP remaining cases of canned water for re-sale
04/23/2026	Bottle Your Brand	\$ 1,297.00	10-1140-4665	Frisco Events Division - 40 cases canned water
04/23/2026	Bottle Your Brand	\$ 1,620.40	90-9000-4225	Marina - 50 cases of canned water
04/08/2026	Broadcast Music Inc Bmi	\$ 459.00	10-1140-4210	Music rights
04/13/2026	Calendly	\$ 96.00	10-1125-4210	Annual Calendly subscription for scheduling events, lectures, and rentals
04/28/2026	Campaignmonitor	\$ 3,375.00	10-1118-4655	Mass email credits
03/29/2026	Canva* 104835-37930343	\$ 200.00	10-1118-4655	Canva professional yearly subscription
04/10/2026	Carquest 3948	\$ 24.93	10-1170-4221	Gearbox oil for Canycom tracked hauler, 30mm socket to tension tracks on canycom, drain pan
04/23/2026	Carquest 3948	\$ 100.72	10-1133-4205	Hydraulic fittings for peterbilts
04/13/2026	Carquest 3948	\$ (80.50)	10-1133-4205	Kubota fuel filters return
04/08/2026	Carquest 3948	\$ 18.06	10-1133-4205	Oil filters
04/08/2026	Carquest 3948	\$ 126.19	10-1133-4205	Oil filters, fuel filter, air filter for kubota
03/30/2026	Carquest 3948	\$ 27.88	10-1170-4205	Light bulb side by side

04/16/2026	Caselle Llc	\$	4,425.00	10-1110-4702	Caselle monthly dues - October 2025 - autopay error missed payment
04/09/2026	Ccsi Efax Corporate	\$	104.79	10-1110-4702	HR Efax service for March2026
04/06/2026	Centurylink Lumen	\$	563.89	40-4000-4203	Water Department Ethernet
04/06/2026	Centurylink Lumen	\$	190.40	90-9000-4203	Marina Ethernet
04/06/2026	Centurylink Lumen	\$	35.64	90-9000-4401	Marina Lift Ethernet
04/06/2026	Centurylink Lumen	\$	864.04	10-1110-4203	Town Ethernet
03/31/2026	Centurylink Lumen	\$	12.66	10-1110-4203	Long Distance Lines at Town Hall
03/30/2026	Chicago Books & Journals	\$	142.40	10-1125-4891	Restock of Ute books for our gift shop.
04/21/2026	Chick-Fil-A #03120	\$	19.68	10-1133-4205	Lunch for one person under the 25 dollar peridium for a Denver day trip
03/26/2026	Chick-Fil-A #03120	\$	29.23	10-1133-4227	Lunch for 2 employees per diem Denver equipment transport
04/06/2026	Cintas Corp	\$	486.12	10-1133-4270	Cintas fleet uniforms statement and charge
04/20/2026	Cintas Corp	\$	266.29	10-1132-4207	Cintas first aid cabinets
04/14/2026	Circle K # 40633	\$	80.52	10-1133-4260	Gas for patrol car while TOF pumps are down
04/06/2026	City-Market #0420	\$	5.59	90-9000-4200	Mistaken charge reimbursed to town
04/27/2026	City-Market #0430	\$	22.99	10-1111-4227	Newly Elected Officials Workshop for council member
04/06/2026	City-Market #0430	\$	27.36	10-1170-4227	Snack for FAP and Nordic/Trail All staff Maint shop meeting 4/6.
04/02/2026	Cloud Cover Music	\$	18.95	10-1125-4233	Cloud cover music subscription
04/02/2026	Cloud Cover Music	\$	18.95	80-8001-4233	Cloud cover music subscription
03/28/2026	Co Bldg Sup 051001 Bre	\$	93.26	10-1170-4205	Tools, gloves
04/27/2026	Co Bldg Sup 051001 Bre	\$	121.40	10-1132-4207	Bird deterrent materials
04/24/2026	Co Bldg Sup 051001 Bre	\$	74.68	10-1132-4207	Materials for day lodge bird deterrent
04/14/2026	Co Ltap	\$	500.00	10-1131-4227	Motor Grader Class
04/01/2026	Co Ltap	\$	(20.00)	10-1131-4227	Employee was unable to attend class so they refunded it.
04/01/2026	Co Ltap	\$	20.00	10-1131-4227	Safety on the job training class
04/16/2026	Co Ltap	\$	50.00	10-1131-4227	CoLTAP class
04/10/2026	Co Special District Svcs	\$	26.33	10-1119-4227	NWCCOG Economic Development Summit Registration
03/27/2026	Co Summit Co Svs	\$	88.70	10-0010-2601	Recording of Plat, fee should be applied to DRA #392 308 S 3rd
04/09/2026	Codegeek	\$	2,230.95	10-1118-4655	Website troubleshooting and hosting
03/30/2026	Colorado Analytical	\$	472.00	40-4000-4250	Compliance Annual Water Testing
03/30/2026	Colorado Analytical	\$	1,078.20	40-4000-4250	Radionuclides Compliance Water Samples
03/26/2026	Colorado Analytical	\$	3,740.00	40-4000-4201	Annual Compliance Sampling
04/07/2026	Colorado Mountain College	\$	819.75	10-1121-4228	Tuition for Police Academy Breck CMC
04/20/2026	Colorado Municipal Lea	\$	50.00	10-1111-4227	Newly elected Officials workshop
04/16/2026	Colorado Municipal Lea	\$	435.00	10-1115-4227	Registration CML Annual Meeting
03/30/2026	Colorado Municipal Lea	\$	325.00	10-1119-4227	CML Annual Conference Registration
04/21/2026	Columbine Ford	\$	668.38	10-1133-4205	PD Cruiser customer pay portion only for Fuel Control Unit, included on large Warranty invoice
04/24/2026	Column Public Notice	\$	94.49	10-1115-4211	ELECTION LEGAL NOTICE NEWSPAPER
04/21/2026	Column Public Notice	\$	92.27	10-1110-4211	LEGAL NOTICE ELECTION RESULTS
04/02/2026	Column Public Notice	\$	28.60	10-1119-4265	Public Notice for 4.16.26 Planning Commission Meeting
04/01/2026	Comcast / Xfinity	\$	571.37	55-5500-4268	Life safety system payment. Working with Comcast right now to close these accounts.
04/01/2026	Comcast / Xfinity	\$	671.32	55-5500-4268	Life safety system payment @ 619 Granite. Working with Comcast right now to close these accounts.
04/12/2026	Comcast / Xfinity	\$	3,243.28	10-1110-4203	Land lines for Town Phones
04/12/2026	Comcast / Xfinity	\$	547.50	80-8001-4203	VIC Phones
04/12/2026	Comcast / Xfinity	\$	745.64	90-9000-4203	Marina Phones land lines
04/17/2026	Comcast Advertising	\$	2,416.66	10-1118-4265	Cable/on-demand advertising - winter
04/24/2026	Comcast Business	\$	105.92	80-8001-4203	VIC's share of town Wifi Bill
04/24/2026	Comcast Business	\$	105.92	90-9000-4203	Marina's share of wifi bill
04/24/2026	Comcast Business	\$	105.92	40-4000-4203	Water department share of the WiFi bill
04/24/2026	Comcast Business	\$	847.29	10-1110-4203	All other town departments share of wifi bill
04/06/2026	Conoco - Sei 17284	\$	57.93	10-1133-4260	Gas for patrol car while TOF pumps are down
03/29/2026	Costco Whse #0440	\$	52.77	40-4000-4201	Operating Supply (batteries and Towels)
04/10/2026	Delta By Marriott	\$	566.65	40-4000-4227	Advanced Water School Hotel Stay
04/07/2026	Discountsch 8006272829	\$	416.31	10-1150-4605	Art Supplies for Summer Camp
04/14/2026	Dmi* Dell K-12/govt	\$	120.25	10-1110-4704	Marina- TomH laptop battery
04/14/2026	Dmi* Dell K-12/govt	\$	120.25	10-1110-4704	Replacement battery for dell laptop
04/15/2026	Dnh*godaddy	\$	127.52	10-1118-4655	Domain renewal for ToF domains
04/23/2026	Dnhgodaddy	\$	59.95	10-1118-4655	Domain purchase friscoeventrental.com
04/24/2026	Dropbox*df9dgmchzj1	\$	900.00	10-1118-4655	Dropbox annual renewal
04/20/2026	Dry Box Inc - Surcharge	\$	154.50	90-9000-4250	Service Yard Marine Storage Container Rental for March 2026
04/15/2026	Duo*com	\$	180.00	10-1110-4702	DUO 2 factor for TOF VPN
04/03/2026	Eb *colorado-Wyoming A	\$	12.51	10-1125-4227	CWAM Field Trip Reg
04/16/2026	Eclectic Kitchen And Bar	\$	50.00	10-1110-4650	Gift cards for Employee of the Month nominations and winners.
04/07/2026	Eclectic Kitchen And Bar	\$	112.80	10-1110-4211	Dinner for Election officials
04/18/2026	El Callejon	\$	16.80	10-1125-4227	Lunch for final conference day
04/15/2026	El Callejon	\$	16.80	10-1125-4227	Lunch for conference day 1
04/15/2026	El Callejon	\$	16.68	10-1125-4227	Lunch per diem while at conference
04/15/2026	El Callejon	\$	17.11	10-1125-4227	Lunch at the museum conference in Golden
04/17/2026	Elitch Gardens Theme And	\$	2,309.32	10-1150-4605	Summer Field Trip
03/19/2026	Epiphany Dermatology	\$	(211.40)	10-1121-4233	Credit back to p-card, used by accident for personal use
04/13/2026	Exxon Frisco	\$	69.92	10-1133-4260	Gas for patrol car while TOF pumps are down
03/31/2026	Facebk *gekh9h9a52	\$	39.77	10-1170-4265	BrewSki promoted social posts
04/13/2026	Ferrell*gas Lp	\$	90.13	40-4000-4401	FerrellGas Propane Delivery
04/10/2026	Five Guys Co 1612 Qsr	\$	38.11	10-1134-4227	Boulder run for recycling
04/20/2026	Forestry Suppliers Inc	\$	141.00	10-1125-4894	Surveying materials for archaeology camp and site documentation
04/09/2026	Franklin Planner	\$	52.35	10-1121-4233	Day planner
04/17/2026	Fsp*cgfoa	\$	35.00	10-1114-4227	CPE training

04/16/2026	Fsp*highside Brewing Colo	\$	987.69	10-1118-4233	Town Talk 4.15 at Highside Brewery Snack Trays & Drinks
03/31/2026	Geowater Services, Llc	\$	200.00	40-4000-4250	March x5 Bacteriological Compliance Water Samples
04/01/2026	Google Ads9512978270	\$	452.42	10-1117-4265	Digital recruitment ads
04/01/2026	Google Workspace_ebroncat	\$	163.01	10-1000-3222	Fraudulent charge
04/02/2026	Grainger	\$	515.82	40-4000-4201	Surface Water Treatment Plant Maintenance Parts - Discharge Isolations
04/08/2026	Guests*originwest	\$	(162.01)	10-1115-4227	Refund for cancelled hotel room CML Yearly District meeting
03/31/2026	Guests*originwest	\$	(324.03)	10-1115-4227	Hotel Cancellation for Westminster Hotel for CML Conference
03/31/2026	Guests*originwest	\$	162.01	10-1115-4227	Hotel reservation for an additional day, CML Westminster - has been cancelled, refund in April
03/31/2026	Guests*originwest	\$	324.03	10-1115-4227	Hotel reservation in Westminster for Tom CML conference
03/27/2026	Hd Supply Facilities	\$	528.23	10-1160-4477	Toilet tissue for day lodge and slopeside and trash bags
04/24/2026	Https://Scribe.How/B	\$	85.00	10-1110-4702	Scribe-chambers-documentation-learning-monthly
04/17/2026	Icma Online	\$	1,200.00	10-1115-4210	ICMA Annual Membership
04/14/2026	Ifurnish	\$	4,200.00	10-1121-4703	Replaced torn seats in patrol room
04/02/2026	In *alpine Publishing Gro	\$	2,500.00	10-1118-4265	May full page ad in Denver Life
04/20/2026	In *amp Property Cleaning	\$	2,700.00	10-1160-4477	Slopeside cleaning March
04/20/2026	In *amp Property Cleaning	\$	3,000.00	10-1160-4477	March cleaning of Day Lodge
04/20/2026	In *amp Property Cleaning	\$	1,147.00	10-1170-4477	Nordic March cleaning
04/02/2026	In *amp Property Cleaning	\$	2,200.00	10-1160-4477	Slopeside Cleaning April
04/02/2026	In *amp Property Cleaning	\$	1,036.00	10-1170-4477	Nordic April Cleaning
04/02/2026	In *amp Property Cleaning	\$	2,880.00	10-1160-4477	Day Lodge cleaning April
04/13/2026	In *amp Property Cleaning	\$	1,710.00	80-8001-4477	VIC Cleaning
04/13/2026	In *amp Property Cleaning	\$	225.00	10-1132-4412	Walter Byron Cleaning
04/13/2026	In *amp Property Cleaning	\$	1,215.00	10-1132-4412	Town Hall cleaning
04/13/2026	In *amp Property Cleaning	\$	630.00	10-1132-4412	Community Center cleaning
04/13/2026	In *amp Property Cleaning	\$	774.00	10-1132-4412	PD Cleaning
04/13/2026	In *amp Property Cleaning	\$	125.00	10-1132-4412	1st Main cleaning
04/06/2026	In *amp Property Cleaning	\$	560.00	10-1132-4412	CC cleaning
04/06/2026	In *amp Property Cleaning	\$	300.00	10-1170-4477	1st Main cleaning
04/06/2026	In *amp Property Cleaning	\$	1,080.00	10-1132-4412	Town Hall cleaning
04/06/2026	In *amp Property Cleaning	\$	1,750.00	80-8001-4477	VIC Cleaning
04/06/2026	In *amp Property Cleaning	\$	600.00	10-1125-4477	HP Cleaning
04/06/2026	In *amp Property Cleaning	\$	300.00	10-1132-4412	Walter Byron cleaning
04/06/2026	In *amp Property Cleaning	\$	912.00	10-1132-4412	PW Cleaning
04/06/2026	In *amp Property Cleaning	\$	688.00	10-1132-4412	PD Cleaning
04/06/2026	In *amp Property Cleaning	\$	1,560.00	80-8001-4477	VIC Cleaning
04/13/2026	In *amp Property Cleaning	\$	540.00	90-9000-4477	Frisco Bay Landing Monthly Cleaning Service
04/16/2026	In *arena Snowpark Constr	\$	3,621.20	10-1160-4411	Custom snowcat forks to move terrain park features with snowcat.
04/08/2026	In *blades Group Llc	\$	1,426.00	10-1131-4403	Asphalt patch material
04/07/2026	In *global Assets Integra	\$	5,611.78	10-1121-4281	Breaching equipment for Emergency Response Team
04/03/2026	In *high Country Waterwor	\$	150.00	40-4000-4250	Water Treatment Plant Backflow Testing
04/03/2026	In *high Country Waterwor	\$	150.00	80-8002-4585	Walter Byron Bathroom Backflow Testing
04/03/2026	In *high Country Waterwor	\$	2,175.00	10-1132-4207	Facilities Backflow Testing
04/03/2026	In *high Country Waterwor	\$	300.00	90-9000-4207	Marina Buildings Backflow Testing
03/27/2026	In *k&e Hunter Equipment	\$	1,132.64	10-1133-4205	Tire Machine repair and calibrate
03/31/2026	In *mountain Dweller Coff	\$	240.00	10-1110-4233	Coffee for all of Town Hall
04/25/2026	In *mountain Dweller Coff	\$	80.00	10-1130-4233	Coffee for the shop
04/13/2026	In *neotreks, Inc	\$	390.00	10-1131-4271	Plow ops monthly service
04/27/2026	In *patriot Portables & E	\$	1,190.00	80-8002-4585	Portos - Monthly service
04/13/2026	In *tropical Threads, Llc	\$	68.00	10-1125-4233	Embroidered staff hoodies
04/06/2026	Indust Health Serv Networ	\$	49.90	10-1130-4250	Pre employment screening
03/26/2026	Infra-Red Radiant Inc	\$	112.00	10-1132-4207	PRA shop heater parts
04/23/2026	In-N-Out Arvada	\$	65.05	10-1150-4606	Spring Break Kids Camp Field Trip
04/15/2026	Intermountain Safety	\$	400.09	10-1160-4270	FAP operations team safety shoes. 3 pairs.
04/14/2026	Joinhomebase.Com	\$	288.00	10-1140-4210	Annual subscription for employee scheduling application
04/09/2026	Joinhomebase.Com	\$	30.00	10-1125-4210	Staff scheduling software
04/14/2026	King Soopers #678 Fuel	\$	50.16	10-1133-4260	Gas, Fuel pumps down
04/13/2026	King Soopers #678 Fuel	\$	49.82	10-1133-4260	Gas for patrol car while TOF pumps are down
04/08/2026	Kubota Of Denver	\$	596.47	10-1133-4205	Kubota skid steer 1000hr service parts
04/14/2026	Lawson Products Inc	\$	249.49	10-1133-4205	Shop hardware and supplies for equipment repair
04/21/2026	Legalshield	\$	1,139.00	10-0010-2425	LegalShield
04/10/2026	Loaf N Jug 0048	\$	50.00	10-1133-4260	Gas for patrol car while TOF pumps are down
04/24/2026	Lowes #03206	\$	27.96	10-1160-4412	Stain and wood prep for bike park drops
04/19/2026	Lowes #03206	\$	25.96	80-8002-4585	Zip ties for PRA ballfield
04/03/2026	Lowes #03206	\$	5.80	10-1131-4403	Hardware for Main St signs
04/03/2026	Lowes #03206	\$	44.82	10-1131-4403	Hardware for Main St signs
04/07/2026	Lowes #03206	\$	38.98	10-1160-4221	Driver set for the drill at the day lodge...to be able to repair loose chairs and tables.
04/09/2026	Lowes #03206	\$	14.50	10-1160-4411	Materials for bike lock / employee bike rack
04/14/2026	Lowes #03206	\$	44.95	10-1130-4233	Water for water cooler in shop
04/06/2026	Lowes #03206	\$	47.62	10-1134-4233	Zip ties, pruners
04/15/2026	Lowes #03206	\$	40.52	10-1131-4403	Driveway repair from plow damage
04/20/2026	Lowes #03206	\$	58.29	10-1119-4221	Installation hardware and materials for the Dark Sky interpretive signage
04/06/2026	Lowes #03206	\$	84.02	10-1125-4207	Locks and chains for the storage trailer for the Jail remodel
04/21/2026	Lowes #03206	\$	92.96	10-1170-4409	Foil bubble insulation for custom snow cat sunshades to prevent sun damage to interior of snow cats
04/06/2026	Lowes #03206	\$	54.92	10-1160-4221	Repair hinges/screws for lodge wedding chairs, drill bit set for ticket office tool box
04/22/2026	Lowes #03206	\$	64.98	10-1132-4207	Lowes - tool for day lodge bird deterrent
04/07/2026	Lowes #03206	\$	48.20	10-1170-4205	Casters for welding table

04/07/2026	Lowes #03206	\$	48.20	10-1160-4205	Casters for welding table
04/21/2026	Lowes #03206	\$	80.46	10-1160-4412	Stain, paint stir sticks, drill stir sticks, brush and paint tray for bike park wooden drop features
04/19/2026	Lowes #03206	\$	125.96	10-1160-4205	Windshield covering for sun protection in snow cat cabs
04/19/2026	Lowes #03206	\$	121.36	10-1160-4412	Hose nozzles, sanding discs, and irrigation fittings for bike park repairs and maintenance
04/20/2026	Lowes #03206	\$	7.81	10-1160-4412	Pipe fittings for irrigation system repair in bike park
04/20/2026	Lowes #03206	\$	(18.76)	10-1160-4412	Returned wrong size plumbing fittings for irrigation system repair in bike park
04/13/2026	Lowes #03206	\$	(23.97)	10-1132-4207	Marina filter return
04/13/2026	Lowes #03206	\$	(35.98)	10-1132-4207	Lowes return
04/13/2026	Lowes #03206	\$	60.68	10-1132-4207	Marina filters
04/13/2026	Lowes #03206	\$	166.17	10-1132-4207	Historic park plywood
04/03/2026	Lowes #03206	\$	35.98	10-1132-4207	PD vent parts
04/18/2026	Lowes #03206	\$	67.93	10-1110-4651	Gardening in the High Country Lunch and Learn
04/21/2026	Lowes #03206	\$	104.94	80-8002-4585	PRA ballfield irrigation repair
03/28/2026	Lowes #03206	\$	44.94	80-8002-4585	Zip ties for tennis courts
04/27/2026	Lowes #03206	\$	15.96	10-1132-4207	DL bird deterrent mats
04/22/2026	Lowes #03206	\$	(64.98)	10-1132-4207	Staple gun return
04/20/2026	Lowes #03206	\$	147.92	10-1132-4207	Bird deterrent materials
04/09/2026	Lowes #03206	\$	19.92	10-1132-4207	VIC Keys
04/03/2026	Lowes #03206	\$	(34.24)	10-1132-4207	PW wall repairs return
04/11/2026	Lowes #03206	\$	30.42	80-8002-4585	Town Hall sign repair
04/21/2026	Ls Knockaround	\$	2,770.85	10-1160-4223	Sunglasses for retail sales
04/17/2026	Ls Rebel Sports	\$	12.00	10-1170-4205	Seat clamp for work bike
04/09/2026	Lsrhgolfto* Lsrhgolfto	\$	250.00	10-1118-4825	Little Red Schoolhouse golf tournament hole sponsorship
04/15/2026	Maverik #5318	\$	77.35	10-1133-4260	Fuel pumps down
04/11/2026	Maverik #5318	\$	87.33	10-1133-4260	Gas for patrol car while TOF pumps are down
04/15/2026	Maverik #5318	\$	58.68	10-1133-4260	Fuel pumps down
04/07/2026	Maverik #5318	\$	15.00	10-1133-4260	Gas for patrol car while TOF pumps are down
03/27/2026	Maverik #5318	\$	66.16	10-1133-4260	TOF gas pumps wouldn't work, filled patrol car
04/07/2026	Maverik #5318	\$	52.87	10-1133-4260	Gas for patrol car while TOF pumps are down
04/09/2026	Microsoft-G151605756	\$	217.23	10-1110-4702	Microsoft sentinel for Avertium Defender
04/14/2026	Minutekey	\$	10.84	10-1125-4207	Museum key copies. Reached out for tax exemption on 4/15/2026.
04/14/2026	Minutekey	\$	10.84	10-1125-4207	Museum key copies. Reached out for tax exemption on 4/15/2026.
04/21/2026	Murdochs Silverthorne	\$	112.98	10-1170-4221	Non ethanol fuel is ideal for for small engines easier starts less operator, fatigue.
04/10/2026	Murdochs Silverthorne	\$	42.99	10-1170-4221	Premium fuel container with no spill lid. This is used to store and transport premium fuel.
04/10/2026	Murdochs Silverthorne	\$	178.96	10-1133-4270	Clothing allowance
04/15/2026	Murdochs Silverthorne	\$	29.90	10-1133-4205	I bolts for a fab projects
03/30/2026	Murdochs Silverthorne	\$	20.24	10-1160-4205	Tools
03/30/2026	Murdochs Silverthorne	\$	20.23	10-1170-4205	Tools
04/09/2026	Murdochs Silverthorne	\$	311.48	10-1132-4270	Clothing allowance
04/20/2026	Murdochs Silverthorne	\$	11.99	10-1132-4207	Bird deterrent materials
03/31/2026	Murdochs Silverthorne	\$	184.47	10-1132-4270	Clothing allowance
04/18/2026	Murdochs Silverthorne	\$	71.99	10-1134-4270	Work clothes
04/11/2026	Napa Auto & Truck Frisco	\$	37.70	10-1133-4205	Kubota skid steer Air Filter
04/09/2026	Napa Auto & Truck Frisco	\$	104.97	10-1133-4205	Oil and Fuel Filters for kubota
04/12/2026	Napa Auto & Truck Frisco	\$	3.62	10-1160-4205	Light bulb for taillight on truck
03/05/2026	National Academ/Frd Adj	\$	(463.92)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy Of Sport	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy Of Sport	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/06/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(463.92)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/07/2026	National Academy/Frd Adj	\$	(463.92)	10-1000-3222	Credit for fraudulent charge
03/06/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/06/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(463.92)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(449.08)	10-1000-3222	Credit for fraudulent charge
03/05/2026	National Academy/Frd Adj	\$	(463.92)	10-1000-3222	Credit for fraudulent charge
03/06/2026	National Academy/Frd Adj	\$	(463.92)	10-1000-3222	Credit for fraudulent charge
03/05/2026	Ntrest Servsafe/Frd Adj	\$	(2,749.02)	10-1000-3222	Credit for fraudulent charge
03/05/2026	Ntrest Servsafe/Frd Adj	\$	(2,749.02)	10-1000-3222	Credit for fraudulent charge
04/05/2026	Nytimes Disc	\$	4.02	10-1110-4210	NY Times Subscription
04/02/2026	Oj Watson	\$	46.63	10-1133-4205	Roller bushings for sander Peterbilt attached invoice and receipt
04/02/2026	Oj Watson	\$	251.29	10-1133-4205	Roller for sander Peterbilt attached invoice and receipt
04/24/2026	Openai *chatgpt Subscr	\$	20.00	10-1110-4702	AI subscription for technical support and reducing cost of using 3rd party engineers.
04/18/2026	Park Golden Co Honk	\$	3.25	10-1125-4227	Parking for the museum conference. Vendor informed, no tax exemption possible.
04/18/2026	Park Golden Co Honk	\$	3.25	10-1125-4227	Parking for the museum conference. Vendor informed, no tax exemption possible.
04/19/2026	Phillips 66 - Twin Star E	\$	54.88	10-1133-4260	Gas pumps down
04/15/2026	Phillips 66 - Twin Star E	\$	65.87	10-1133-4260	Fuel pumps down
04/12/2026	Phillips 66 - Twin Star E	\$	61.64	10-1133-4260	Gas for patrol car while TOF pumps are down
03/30/2026	Pioneer Landscape Centers	\$	405.00	80-8002-4585	Top soil for grounds projects
03/27/2026	Princln*united Airline	\$	39.98	10-1121-4227	Washington DC 5 10 - 15 26 for IACP BOD Mtg
04/10/2026	Prinoth Llc	\$	4,436.25	10-1170-4205	Ecm and computer rebuild, new cat service.

04/06/2026	Res* Deltahotel	\$	(794.26)	40-4000-4227	Hotel Stay for Advanced Water School made on 2/20/26 was cancelled and refunded in 2 installments
04/03/2026	Res* Deltahotel	\$	(125.73)	40-4000-4227	Hotel Stay for Advanced Water School made on 2/20/26 was cancelled and refunded in 2 installments
03/27/2026	Rocky Mountain Coffee Ro	\$	50.00	10-1110-4650	Restock of Peak Awards
03/30/2026	Rush Trk Ctr Denver	\$	6,275.98	10-1133-4205	Turbo for Peterbilt #14-07
03/30/2026	Rush Trk Ctr Tampa	\$	2,001.85	10-1133-4205	Variable Geometry Turbo Actuator for Peterbilt #14-07
04/23/2026	Safeway #0836	\$	24.00	10-1111-4229	Restock of sparkling water
04/14/2026	Safeway #0836	\$	59.99	10-1111-4229	TC dinner 4.14 hoagies tray from Safeway
04/09/2026	Safeway #0836	\$	31.97	10-1111-4229	TC dinner 4.14.26 dessert & chips
03/26/2026	Safeway #0836	\$	150.00	10-1110-4650	Restock of Peak Awards
04/07/2026	Safeway #0836	\$	76.22	10-1110-4211	ELECTION JUDGE FOOD
04/19/2026	Safeway #0836	\$	36.72	10-1160-4477	Cleaning solution for carpet cleaner/ Polish for polishing great room in day lodge
04/08/2026	Safeway #0836	\$	45.72	10-1110-4227	New Employee Orientation Breakfast Items
04/16/2026	Safeway #0836	\$	50.00	10-1110-4650	Gift Cards for Employee of the Month nominations and winners
04/14/2026	Safeway #0836	\$	40.94	10-1110-4229	Gifts for Summit Dispatch, Emergency Dispatch Appreciation Week.
04/07/2026	Safeway #0836	\$	100.00	10-1110-4651	Myfit completion giftcard
03/26/2026	Safeway #0836	\$	24.25	10-1121-4233	Court Clerk's Meeting
04/08/2026	Safeway #0836	\$	32.77	10-1110-4651	Food for Safety Committee Lunch and Learn
04/13/2026	Safeway #0836	\$	19.47	10-1170-4227	FAP and Nordic/Trail all staff maint shop mtg 4/13
03/26/2026	Safeway #0836	\$	151.26	10-1134-4227	Going away party
04/13/2026	Service Monkey	\$	200.00	10-1132-4207	Nordic Center fireplace repair
04/13/2026	Ski Area Vehicle Maint	\$	295.00	10-1160-4227	Prinoth conf-training.
04/23/2026	Sky Zone Arvad	\$	(400.22)	10-1150-4606	Refund - Spring Break Field Trip
04/23/2026	Sky Zone Arvad	\$	400.22	10-1150-4606	Spring Break Field Trip
04/01/2026	Snarfs Sandwiches 33	\$	527.78	10-1110-4651	Safety Committee Wildfire Preparedness Lunch and Learn
04/13/2026	Sockguy	\$	1,015.00	80-8003-4482	Deposit for Registration Duathlon Gift (Socks)
04/07/2026	Sp Bens Appliances A	\$	26.99	10-1132-4207	PW dryer repair parts
04/22/2026	Sp Complete Leadership	\$	57.00	10-1160-4227	Leadership cards for staff training
04/21/2026	Sp Elevated Engravings	\$	74.24	10-1130-4233	Plaque in honor of EE
04/17/2026	Sp Idia Inc	\$	142.40	90-9000-4205	Adapter for Rescue boat remote control
04/24/2026	Sp Lowa Boots	\$	271.53	10-1121-4270	Uniform boots
04/09/2026	Sp Schoppys Since 1	\$	187.45	10-1140-4233	Trophies for sandcastle comp
04/14/2026	Sp Trash Panda Disc Go	\$	(3.92)	10-1160-4223	Refund for tax charged on a Trash Panda disc golf order
04/10/2026	Sp Trash Panda Disc Go	\$	1,042.31	10-1160-4223	Retail discs for disc golf sales
04/16/2026	Sp Truewerk	\$	1,118.00	10-1160-4270	12 pairs of work pants. summer uniform. 2 per employee.
04/06/2026	Sp Truewerk	\$	342.75	10-1160-4270	Truwerk uniform pants for guest service summer team
04/14/2026	Sp Truewerk	\$	805.80	10-1170-4270	Summer work crew uniforms: hoody/pants/shirt
04/13/2026	Sp Wilderness Engineer	\$	350.00	10-1170-4500	Replacement cover for rental ski polk.
04/05/2026	Spotify P4125005cb	\$	14.08	10-1170-4210	Nordic center last month of season of spotify music subscription for lodge
04/25/2026	Spotify P41c89ec72	\$	20.58	90-9000-4704	Spotify monthly
04/21/2026	Spotify Usa	\$	20.58	10-1160-4250	Spotify subscription for PRA
04/18/2026	Spotify Usa	\$	7.04	10-1150-4210	Music Streaming subscription for kids camps
04/18/2026	Spotify Usa	\$	7.04	10-1140-4210	Music Streaming subscription for Events
04/09/2026	Sprinklerwarehouse	\$	225.85	80-8002-4585	PRA ballfield irrigation repair
04/02/2026	Sprinklerwarehouse	\$	1,090.96	80-8002-4585	PRA ballfield - new backflow
04/10/2026	Sq *charm Window	\$	3.00	80-8002-4585	Recycling run to Boulder
04/06/2026	Sq *edelweiss Pastry Shop	\$	69.48	10-1119-4227	Community Development Staff Meeting
03/31/2026	Sq *park City Community F	\$	411.75	10-1120-4227	MT2030 Climate Summit Sun Valley 26
04/27/2026	Sq *summit County Signs	\$	39.00	10-1111-4229	Nameplate & name tag
04/27/2026	Sq *summit County Signs	\$	70.00	80-8001-4233	Name tags for each VIC staff member
04/20/2026	Sq *summit County Signs	\$	78.00	10-1114-4233	Name tag and nameplates for new hire
04/20/2026	Sq *summit County Signs	\$	126.00	10-1160-4250	Nametags for staff
04/03/2026	Stickergiant.Com Llc	\$	200.00	10-1125-4894	Stickers for passports
03/30/2026	Stjernholm Chiropractic	\$	87.00	10-1130-4250	DOT Physical
04/01/2026	Summit Cleaners	\$	131.71	10-1121-4270	March 2026 uniform dry cleaning
03/27/2026	Summit County Ace Hdwe	\$	18.99	10-1131-4403	Plow damage repair - seed
04/23/2026	Summit County Ace Hdwe	\$	31.98	10-1160-4412	Sanding discs
04/23/2026	Summit County Ace Hdwe	\$	59.99	10-1170-4205	Replacement chainsaw bar this is a common wear item on chainsaws after hundreds of hours of use
04/14/2026	Summit County Ace Hdwe	\$	7.60	10-1160-4205	Nuts and bolts
04/27/2026	Summit County Ace Hdwe	\$	185.01	80-8003-4104	Leaf blower to clean tee pads in disc golf course and hardware to repair disc baskets
04/20/2026	Sun Valley Resort	\$	(243.38)	10-1115-4227	Refund hotel room MT2030 - cancelled due to budget
04/20/2026	Sun Valley Resort	\$	(243.38)	10-1115-4227	Hotel room refund for MT2030 - cancelled due to budget
04/20/2026	Sun Valley Resort	\$	(243.38)	10-1115-4227	Refund hotel room MT2030 - cancelled due to budget
04/20/2026	Sun Valley Resort	\$	(243.38)	10-1111-4227	Refund for hotel room MT2030 - cancelled due to budget
04/22/2026	Swift Communications	\$	240.00	10-1115-4265	NEWSPAPER COUNCIL MEETING ADS & ELECTION NOTICE AD
04/22/2026	Swift Communications	\$	129.63	10-1110-4211	NEWSPAPER COUNCIL MEETING ADS & ELECTION NOTICE AD
04/10/2026	Swift Communications	\$	1,125.00	10-1118-4265	Digital event ads
04/10/2026	Swift Communications	\$	345.70	10-1170-4265	Gold Rush print ads
04/10/2026	Swift Communications	\$	2,765.60	10-1160-4265	Bubble Gum Ski Race print ads in English and Spanish
04/10/2026	Swift Communications	\$	172.85	10-1115-4211	Council candidate forum print ad
04/17/2026	The Golden Hotel Co193	\$	498.00	10-1125-4227	Hotel room for the Colorado Wyoming Association of Museums conference
04/18/2026	The Golden Hotel Co193	\$	717.00	10-1125-4227	Receipt for the Golden Hotel for the museum conference
04/15/2026	The Silk Pincushion	\$	608.34	10-1125-4227	Lodging for CWAM conference
04/02/2026	Tlo Transunion	\$	100.00	10-1121-4210	March 2026 police data base subscription
04/13/2026	Tmobile Postpaid Web	\$	70.00	10-1110-4203	Personal cell phone stipend.
04/07/2026	Tools Up Llc Cornwell	\$	14.95	10-1133-4271	Inspection Mirror
03/31/2026	Tools Up Llc Cornwell	\$	169.95	10-1133-4205	Replacement swivelle

04/26/2026	Trail Builder Magazine	\$	9.99	10-1170-4210	Trail Builder magazine subscription.
04/17/2026	Tst* Butterhorn Bakery &	\$	50.00	10-1110-4650	Gift cards for Employee of the Month nominations and winners.
04/27/2026	Tst* Mountain Dweller Cof	\$	18.66	10-1118-4227	Coffee meeting
04/18/2026	Tst* Table Mountain Inn	\$	69.12	10-1125-4227	Conference dinner per diem for 3 staff members
04/08/2026	Tst* Which Wich 425 Frisc	\$	136.68	10-1115-4211	Lunch for Election Day Judges 4.7.26
04/17/2026	Tst*cafe 13	\$	17.25	10-1125-4227	Breakfast per diem while at conference
04/16/2026	Tst*cafe 13	\$	14.95	10-1125-4227	Lunch per diem while at conference
04/06/2026	Tst*lazo Empanadas - Fri	\$	74.42	10-1125-4207	Food for the PW and MUS team that emptied the jail for the remodel. Waiting for tax to be reimbursed
04/16/2026	Tst*woodys Wood Fired P	\$	67.38	10-1125-4227	Conference dinner per diem for 3 staff members
04/07/2026	Tus Kitchen Inc	\$	33.90	40-4000-4227	Advanced Water School Tuesday Dinner
03/28/2026	Uber *trip	\$	13.96	90-9000-4227	Mistaken charge, reimbursed to town
03/28/2026	Uber *trip	\$	5.00	90-9000-4227	Mistaken charge, reimbursed to town
03/30/2026	U-Haul Moving & Storage O	\$	457.31	10-1132-4207	UHaul HP jail floor project storage
04/22/2026	Ukg, Inc.* Ukg Inc.	\$	199.00	10-1117-4227	UKG Huddle (1 day conference in Denver)
04/11/2026	Uline *ship Supplies	\$	357.00	10-1140-4233	Gloves for clean up day / Tape for Events
04/11/2026	Uline *ship Supplies	\$	226.07	10-1120-4715	Gloves for clean up day / Tape for Events
03/27/2026	United	\$	35.00	10-1121-4227	Washington DC 5 10 - 15 26 for IACP BOD Mtg
03/27/2026	United	\$	41.91	10-1121-4227	Washington DC 5 10 - 15 26 for IACP BOD Mtg
03/27/2026	United	\$	833.13	10-1121-4227	Washington DC 5 10 - 15 26 for IACP BOD Mtg
03/27/2026	United	\$	41.91	10-1121-4227	Washington DC 5 10 - 15 26 for IACP BOD Mtg
04/20/2026	Usps Po 0733840210	\$	14.00	80-8001-4202	Mailing water bottle for visitor
04/15/2026	Usps Po 0733840210	\$	3.12	10-1115-4211	Undeliverable ballots
04/07/2026	Usps Po 0733840210	\$	26.52	10-1110-4202	Undeliverable election ballots returned and had to pay to them pickup
04/27/2026	Usps Po 0733840210	\$	50.50	10-1121-4202	Case 2026-2246 returned stolen watch to owner
04/04/2026	Vesta	\$	35.98	10-1110-4203	Cell phone bill
04/22/2026	Vistaprint	\$	24.09	10-1119-4233	VP charged Tax & wont refund.Updated our acct again to be tax exempt
04/22/2026	Vistaprint	\$	24.09	10-1111-4229	VP charged Tax & wont refund.Updated our acct again to be tax exempt
04/22/2026	Vistaprint	\$	24.10	10-1114-4233	Vista Print charged Tax and wont refund. I updated our acct again to be tax exempt
04/07/2026	Vistaprint	\$	64.04	80-8001-4418	Postcards to sell
04/15/2026	Vrc Companies Llc	\$	162.91	10-1110-4233	VRC Shred for month of March '26
04/06/2026	Vsp*gaylord Archival	\$	66.15	10-1125-4893	Archival boxes for Geology collections. Items billed and shipped separately
04/15/2026	Vzwrlls*apocc Visb	\$	1,122.58	10-1110-4203	TOF staff and departmental cell phones
04/15/2026	Vzwrlls*apocc Visb	\$	271.62	40-4000-4203	Water Department on call phones and cell phones
04/02/2026	Vzwrlls*bill Pay Vn	\$	70.00	10-1110-4203	Monthly cell phone stipend.
04/18/2026	Vzwrlls*bill Pay Vw	\$	70.00	10-1110-4203	Cell phone reimbursement
04/19/2026	Vzwrlls*bill Pay Vw	\$	35.00	10-1110-4203	Employee cell phone stipend
04/24/2026	Wal-Mart #0986	\$	60.20	10-1150-4606	Art supplies and snacks
04/17/2026	Wal-Mart #0986	\$	138.41	10-1150-4605	Fun Bucks Program Supplies
04/14/2026	Wal-Mart #0986	\$	(13.97)	10-1130-4233	Ball returned for smaller ball
04/16/2026	Wal-Mart #0986	\$	50.00	10-1110-4650	Gift Certificates for Employee of the Month nominees and winners
04/17/2026	Wal-Mart #0986	\$	53.05	10-1170-4227	Shop coffee and cream
04/21/2026	Wal-Mart #0986	\$	43.25	10-1125-4205	New posthole spade and bag liners for park maintenance
04/14/2026	Wal-Mart #0986	\$	16.92	10-1125-4207	Combo pad lock for the Bailey House contractors
04/20/2026	Wal-Mart #0986	\$	189.00	10-1121-4233	Replaced microwave that died
04/27/2026	Wal-Mart #0986	\$	14.65	90-9000-4200	Plastic sheet protectors-tissues
04/12/2026	Wal-Mart #0986	\$	16.00	80-8002-4585	Town Hall sign repair
03/28/2026	Wal-Mart #986	\$	22.77	10-1131-4233	Bungee cords for truck
04/14/2026	Wal-Mart #986	\$	22.91	10-1130-4233	Shows refund for missing receipt, smaller ball for chair, lotion and soap
04/14/2026	Wal-Mart #986	\$	31.36	10-1130-4233	Ball for chair and markers
04/25/2026	Wal-Mart #986	\$	18.49	10-1170-4205	Motor oil for plate compactor
03/28/2026	Wal-Mart #986	\$	21.11	10-1170-4227	Shop coffee
04/07/2026	Wal-Mart #986	\$	14.97	10-1125-4233	Storage tray for office supplies
04/27/2026	Wal-Mart #986	\$	27.54	10-1132-4207	DL Bird deterrent materials
04/02/2026	Wal-Mart #986	\$	33.22	90-9000-4200	Training supplies materials- folders, nametags
04/18/2026	Wal-Mart #986	\$	3.97	10-1110-4651	Gardening in the High Country Lunch and Learn - Seedling Pods
04/27/2026	Wal-Mart #986	\$	7.92	10-1132-4207	DL bird deterrent mats
04/08/2026	Wal-Mart #986	\$	6.75	40-4000-4201	Cleaning Supplies for Well Pumps Maintenance
04/01/2026	Wci*timberline Disp	\$	4,976.45	10-1131-4250	Main street trash and re cycling
04/01/2026	Wci*timberline Disp	\$	1,168.84	10-1132-4411	Town wide trash and recycling
04/23/2026	West Marine #400	\$	43.36	90-9000-4892	Acrylic putty for fiberglass work
04/16/2026	Wholefcs Fco #10470	\$	75.00	10-1110-4650	Gift card for Employee of the Month nominees and winners
04/14/2026	Wholefcs Fco #10470	\$	12.99	10-1111-4229	Vegan Meal Council dinner 4/14/2026
04/19/2026	Wm.Com	\$	515.99	10-1170-4401	Trash and recycling dumpster lease
04/19/2026	Wm.Com	\$	515.99	10-1160-4401	Trash and recycling dumpster lease
04/21/2026	Wm.Com	\$	1,347.96	10-1132-4411	PW dumpster
04/21/2026	Wm.Com	\$	382.32	10-1132-4411	Mary ruth trash and recycling
04/19/2026	Wm.Com	\$	978.10	10-1132-4411	1st Main dumpsters
04/19/2026	Wm.Com	\$	785.25	10-1132-4411	Community Center dumpster
04/19/2026	Wm.Com	\$	714.25	10-1132-4411	Town hall dumpster
04/19/2026	Wm.Com	\$	387.49	10-1132-4411	Historic Park cans
04/17/2026	Www.Northersafety.Com	\$	60.20	10-1131-4270	PW safety supply order
04/17/2026	Www.Northersafety.Com	\$	811.03	10-1131-4270	PW safety supply order
04/22/2026	Xcel Ez-Pay Fee Web	\$	2.91	10-1131-4401	Electricity - N. 1st Ave. Street Lights
04/22/2026	Xcel Ez-Pay Fee Web	\$	17.94	90-9000-4401	Gas/Electricity - Frisco Bay Marina
04/22/2026	Xcel Ez-Pay Fee Web	\$	24.74	10-1125-4401	Gas/Electric Frisco Historic Park & Museum
04/22/2026	Xcel Ez-Pay Fee Web	\$	42.93	20-2000-5024	Gas/Electricity - Slopeside Hall

04/22/2026	Xcel Ez-Pay Fee Web	\$	0.46	90-9000-4401	Gas/Electricity - Marina Lift Station
04/22/2026	Xcel Ez-Pay Fee Web	\$	94.19	10-1131-4401	Electricity - Town Street Lights
04/22/2026	Xcel Ez-Pay Fee Web	\$	1.75	55-5500-4268	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Fee Web	\$	75.32	40-4000-4401	Gas/Electricity - Water Treatment Plant & Wells
04/22/2026	Xcel Ez-Pay Fee Web	\$	4.80	10-1132-4401	Gas/Electricity - Walter Byron Park Restrooms
04/22/2026	Xcel Ez-Pay Fee Web	\$	7.23	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Fee Web	\$	9.66	10-1140-4401	Gas/Electricity - Special Events Power Pedestals
04/22/2026	Xcel Ez-Pay Fee Web	\$	0.30	90-9000-4401	Gas/Electric Frisco Bay Marina
04/22/2026	Xcel Ez-Pay Fee Web	\$	6.06	10-1120-4401	Electricity - EV Charge Station PW
04/22/2026	Xcel Ez-Pay Fee Web	\$	4.50	10-1120-4401	Electricity - EV Charging Station 621 Recreation Way
04/22/2026	Xcel Ez-Pay Fee Web	\$	3.70	10-1131-4401	Electricity - Street Lights
04/22/2026	Xcel Ez-Pay Fee Web	\$	3.98	10-1120-4401	Electricity - EV Charge Station Marina Road
04/22/2026	Xcel Ez-Pay Fee Web	\$	113.35	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
04/22/2026	Xcel Ez-Pay Fee Web	\$	5.85	90-9000-4401	Gas/Electric Frisco Bay Marina
04/22/2026	Xcel Ez-Pay Fee Web	\$	13.76	10-1120-4401	Gas/Electricity - EV Charging Station 99 S 3rd Ave
04/22/2026	Xcel Ez-Pay Fee Web	\$	0.74	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	20.90	90-9000-4401	Gas/Electricity - Marina Lift Station
04/22/2026	Xcel Ez-Pay Web	\$	1,951.14	20-2000-5024	Gas/Electricity - Slopeside Hall
04/22/2026	Xcel Ez-Pay Web	\$	218.35	10-1132-4401	Gas/Electricity - Walter Byron Park Restrooms
04/22/2026	Xcel Ez-Pay Web	\$	4,281.30	10-1131-4401	Electricity - Town Street Lights
04/22/2026	Xcel Ez-Pay Web	\$	265.74	90-9000-4401	Gas/Electric Frisco Bay Marina
04/22/2026	Xcel Ez-Pay Web	\$	3,423.64	40-4000-4401	Gas/Electricity - Water Treatment Plant & Wells
04/22/2026	Xcel Ez-Pay Web	\$	815.51	90-9000-4401	Gas/Electricity - Frisco Bay Marina
04/22/2026	Xcel Ez-Pay Web	\$	79.41	55-5500-4268	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	142.26	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	132.16	10-1131-4401	Electricity - N. 1st Ave. Street Lights
04/22/2026	Xcel Ez-Pay Web	\$	33.53	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	129.41	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	328.68	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	28.69	55-5500-4266	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	36.99	55-5500-4266	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	180.89	10-1120-4401	Electricity - EV Charge Station Marina Road
04/22/2026	Xcel Ez-Pay Web	\$	168.17	10-1131-4401	Electricity - Street Lights
04/22/2026	Xcel Ez-Pay Web	\$	204.53	10-1120-4401	Electricity - EV Charging Station 621 Recreation Way
04/22/2026	Xcel Ez-Pay Web	\$	1,124.60	10-1125-4401	Gas/Electric Frisco Historic Park & Museum
04/22/2026	Xcel Ez-Pay Web	\$	13.42	90-9000-4401	Gas/Electric Frisco Bay Marina
04/22/2026	Xcel Ez-Pay Web	\$	625.65	10-1120-4401	Gas/Electricity - EV Charging Station 99 S 3rd Ave
04/22/2026	Xcel Ez-Pay Web	\$	5,152.38	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
04/22/2026	Xcel Ez-Pay Web	\$	599.55	10-1132-4401	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	275.27	10-1120-4401	Electricity - EV Charge Station PW
04/22/2026	Xcel Ez-Pay Web	\$	438.93	10-1140-4401	Gas/Electricity - Special Events Power Pedestals
04/22/2026	Xcel Ez-Pay Web	\$	74.90	55-5500-4268	Gas/Electricity - Employee Housing
04/22/2026	Xcel Ez-Pay Web	\$	81.85	10-1132-4401	Electricity - Employee Housing
04/10/2026	Zoom.Com 888-799-9666	\$	10.00	10-1110-4703	ZOOM MONTHLY STORAGE
04/10/2026	Zoom.Com 888-799-9666	\$	100.00	10-1110-4703	ZOOM MONTHLY SUBSCRIPTION FEES
		\$	210,752.00		



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
RE: ORDINANCE 26-11: AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN AND LEGALLY DESCRIBED AS UNIT 308A, MARY RUTH PLACE CONDOMINIUMS, UNIT 308B, MARY RUTH PLACE CONDOMINIUMS, UNIT 310B, MARY RUTH PLACE CONDOMINIUMS, AND UNIT 311C, MARY RUTH PLACE CONDOMINIUMS, ALSO KNOWN AS 308 GALENA STREET, UNIT A, 308 GALENA STREET, UNIT B, 310 GALENA STREET, UNIT B, AND 311 GALENA STREET, UNIT C, RESPECTIVELY
DATE: MAY 26, 2026

Summary & Background:

Staff are bringing forth Ordinance 26-11, an ordinance authorizing the sale of four (4) units at the Town-owned Mary Ruth Place affordable housing development. Per Colorado Revised Statutes section 31-15-713(b), Council must authorize the selling of real property by two readings of an ordinance, when property is owned by the Town of Frisco.

Mary Ruth Place, which opened in late 2018, is a rental workforce-housing development located off Main Street Frisco at Galena Street and Fourth Avenue. The project created nine new units—six one-bedrooms, two two-bedrooms, and a studio—in which the existing historic Mary Ruth cabin was modified for use by seasonal Town of Frisco staff. Of the newly built units, four are rented to employees working in the Tenmile Basin and four are rented to full-time Town of Frisco employees. The development was funded primarily through Summit County Ballot Measure 5A, a 2016 voter-approved sales tax increase to support workforce housing initiatives. Despite an initial delay due to contractor shortages and rising construction costs, the final \$2 million project delivered units with modern amenities and convenient access to transit, trails, and Main Street businesses.

The Town had envisioned Mary Ruth Place for more than a decade, and its completion represented a long-term commitment to addressing local workforce housing challenges. The project consisting of three buildings was designed to integrate into Frisco’s downtown

core. As part of the Town's broader strategy, Mary Ruth Place complements other large investments in housing development—including The Residences at Granite Park, 602 Galena, and 101 W. Main—positioning it as both a critical resource and a potential financial tool as the Town evaluates long-term housing fund sustainability.

Analysis:

The primary driver for selling units at Mary Ruth Place is financial sustainability within the Town's housing fund. The Town has made substantial commitments to three significant affordable housing projects: Granite Park (11 Town owned units, costing approximately \$515,000 annually through 2042), 602 Galena (54 units with an \$8.1 million contribution), and 101 W. Main (52 units with a \$6.4 million contribution).

These investments significantly strain the housing fund, with Town staff notifying Council during the June housing retreat that corrective action would be required by 2026 to maintain positive fund balance. Selling the selected Mary Ruth units represents the most feasible way to offset these financial pressures without reducing future housing production capacity.

Another factor driving the sale is the need to convert existing rental units into ownership opportunities—a gap the Town has struggled to fill in 2026, having created only one new for-sale unit in Frisco so far this year due to funding constraints.

Selling units at Mary Ruth Place enables the Town to create new ownership housing in one of the most desirable parts of Frisco. This aligns with broader community goals of balancing rental and ownership options while retaining local workers through deed-restricted housing.

The proposed sale also focuses specifically on the four units currently rented to Tenmile Basin workers. This narrower scope ensures no changes to Town-employed tenants while targeting the units with the greatest potential for workforce ownership. Current Tenmile occupants will also be given first opportunity to purchase their unit, promoting stability and continuity for those already rooted in the community. By maintaining deed restrictions, the Town ensures that even after the sale, the units remain part of Frisco's long-term workforce housing inventory.

From a financial standpoint, projected revenue from the sales—approximately \$1.8 million based on pricing between \$420,000 and \$540,000—provides meaningful capital to the housing fund. These prices fall within the 120%–130% AMI range and are calibrated to unit size and amenities, ensuring that the units remain attainable for the local workforce. Live/Work deed restrictions will be placed on all units within the complex. The covenants will ensure that units are restricted to those working within 1-mile of the Tenmile Basin, and have no AMI income cap for ownership flexibility. This revenue will be reinvested directly into ongoing and future housing efforts, effectively leveraging an existing asset to strengthen the Town's ability to meet housing goals.

Lastly, the sale aligns with long-term strategic planning. The property has been platted, and an HOA will be established following Council approval, making the transition to

ownership structurally and legally feasible. By selling now—at a time when construction costs remain elevated and demand for ownership opportunities remains high—the Town maximizes both financial return and community impact. Ultimately, selling the limited number of Mary Ruth Place units supports financial stability, expands homeownership options, and ensures continued investment in critical workforce housing initiatives.

Financial Impact:

The financial impact of selling the four Mary Ruth Place units has been estimated to contribute \$1.8 million to the Housing Fund. Due to extensive investment in other Council approved affordable housing projects, the funds will be utilized to maintain a positive balance in the Fund.

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

Sustainability:

All units sold will have an energy audit evaluation in order to identify potential updates to enhance environmental sustainability.

Staff Recommendation:

Staff requests the Council discuss the proposed ordinance as presented and approve a first reading of Ordinance 26-11. Second reading is scheduled for June 9, 2026.

Reviews and Approvals:

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

Attachments:

- Attachment 1 – Ordinance 26-11

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 26-11**

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN AND LEGALLY DESCRIBED AS UNIT 308A, MARY RUTH PLACE CONDOMINIUMS, UNIT 308B, MARY RUTH PLACE CONDOMINIUMS, UNIT 310B, MARY RUTH PLACE CONDOMINIUMS, AND UNIT 311C, MARY RUTH PLACE CONDOMINIUMS, ALSO KNOWN AS 308 GALENA STREET, UNIT A, 308 GALENA STREET, UNIT B, 310 GALENA STREET, UNIT B, AND 311 GALENA STREET, UNIT C, RESPECTIVELY.

WHEREAS, the Town Council finds that it has no present governmental use for certain real properties owned by the Town and legally described as Unit 308A, Mary Ruth Place Condominiums, Unit 308B, Mary Ruth Place Condominiums, Unit 310B, Mary Ruth Place Condominiums, and Unit 311C, Mary Ruth Place Condominiums (the “Properties”); and

WHEREAS, the Properties were developed by the Town, and the Town Council desires that the Properties be sold as deed-restricted affordable housing pursuant to the purchase and sale agreements and affordable housing covenants attached hereto and authorized hereby; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to sell the Properties pursuant to the attached property listing agreements and upon the terms and conditions set forth in the purchase and sale agreements and attendant affordable housing covenants attached to the respective listing agreements.

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute the attached Exclusive Right-To-Sell Listing Contracts, and their attendant Agreements for Purchase and Sale of Real Property and required Residential Housing Restrictive Covenants (collectively, “Sale Agreements”), and to give the Town Manager authorization to execute each and every other document necessary or desirable to effectuate the sale of the Properties in accordance with the terms and conditions of the Sale Agreements.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. 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 PUBLICATION AND POSTING ORDERED THIS 26th DAY OF MAY, 2026.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 9th DAY OF JUNE, 2026.

TOWN OF FRISCO, COLORADO

Frederick J. Ihnken, Mayor

Attest:

Stacey Campbell, Town Clerk



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: THAD RENAUD, TOWN ATTORNEY
JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
RE: ORDINANCE 26-16 AN ORDINANCE APPROVING AN AMENDED
AND RESTATED 101 WEST MAIN GROUND LEASE AGREEMENT
BETWEEN THE TOWN OF FRISCO AND WEST MAIN APARTMENTS,
LLLP, FOR PROPERTY LOCATED AT 101 WEST MAIN STREET, FOR
THE PURPOSES OF AN AFFORDABLE HOUSING DEVELOPMENT
DATE: MAY 26, 2026

Summary & Background:

Staff is bringing forth for first reading Ordinance 26-16, an Amended and Restated 101 West Main Ground Lease between the Town of Frisco (“Town”) and West Main Apartments LLLP (“Tenant”) for the redevelopment and operation of affordable workforce housing at 101 West Main Street.

On June 25th, 2024, the Town and NHPF West Main, LLC entered into a Second Amended and Restated Development Agreement for the redevelopment project located at 101 West Main Street.

The Town previously entered into a Ground Lease on August 27, 2025, with NHPF West Main, LLC, including subsequent addenda (the “Original Ground Lease”). The Amended and Restated Ground Lease updates and consolidates the lease structure to reflect the final ownership, financing, partnership, and regulatory requirements associated with the project financing and Low-Income Housing Tax Credit (“LIHTC”) closing.

The lease governs the development, construction, ownership, and operation of the affordable housing rental project consisting of 52 rental units, ranging from 30%-80% AMI, and associated amenities on Town-owned property. The Town will retain ownership of the land while leasing the property to the Tenant for long-term affordable housing purposes.

The Town has been working with the NHP Foundation (NHPF) since early 2023 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.

Analysis:

The Amended and Restated Ground Lease largely preserves the framework and intent of the original Ground Lease while incorporating revisions necessary to finalize the project financing structure, partnership ownership structure, lender protections, and regulatory compliance requirements.

Key differences between the original Ground Lease and the Amended and Restated Ground Lease include the following:

Updated Tenant and Ownership Structure

The original lease identified NHPF West Main, LLC as the Tenant. The amended lease replaces the original Tenant entity with West Main Apartments LLLP, a Colorado limited liability limited partnership established to own and operate the LIHTC project.

The amended lease also incorporates the final partnership structure, including:

- West Main Apartments GP, LLC as General Partner;
- The NHP Foundation as Managing Member of the General Partner;
- U.S. Bancorp Community Development Corporation and USB Colorado State Investor I, LLC as Limited Partners.

These changes were necessary to satisfy LIHTC equity investment and financing requirements.

Financing and Lender Provisions

The amended lease expands and finalizes financing-related provisions to reflect the project’s permanent financing structure and lender requirements.

The amended lease now specifically identifies the following as Permitted Leasehold Mortgagees:

- U.S. Bank National Association;

- Cedar Rapids Bank and Trust Company;
- Impact Development Fund; and
- the Town of Frisco

The amended lease also adds detailed leasehold mortgage provisions, lender notice and cure rights, protections for Limited Partners and lenders during defaults, subordination provisions, and restrictions on lease termination or modification without lender and investor consent.

Updated Regulatory and Compliance References

The amended lease updates references from draft financing placeholders to finalized regulatory and compliance structures, including:

- LIHTC compliance requirements;
- Partnership Agreement references;
- Colorado Department of Housing (“CDOH”) references;
- CHFA regulatory requirements; and
- associated affordability covenants and restrictions.

The amended lease maintains the requirement that all residential units remain income- and rent-restricted affordable housing units in accordance with approved regulatory agreements.

Right of First Offer / Right of First Refusal Updates

The amended lease includes an updated and restated Landlord’s Right of First Offer and Refusal Agreement replacing the original recorded agreement from August 2025.

The revised agreement updates procedures for future property transfers, appraisals, lender subordination requirements, and Town purchase rights.

Insurance and Construction Requirements

The amended lease expands insurance provisions and construction-related protections, including detailed builder’s risk insurance requirements, performance and payment bond requirements, enhanced construction insurance coverage standards, and expanded casualty and restoration provisions.

These revisions reflect lender and investor due diligence requirements associated with project financing.

Administrative and Technical Updates

The amended lease also includes administrative and technical updates such as updated notice provisions, revised exhibits, placeholder language related to future Small Planned Community documentation, technical drafting revisions clarified amendment procedures, and updated dispute and enforcement provisions.

Overall, the Amended and Restated Ground Lease preserves the Town's original policy objectives and affordable housing requirements while updating the legal and financing structure necessary to advance the project into construction and long-term operations.

Financial Impact:

The Town will retain ownership of the underlying property at 101 West Main Street while leasing the property pursuant to the Ground Lease structure.

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

Sustainability:

The project supports long-term social and economic sustainability by increasing affordable workforce housing inventory within Frisco and supporting year-round residency opportunities for local employees and residents. Providing affordable housing within Town limits may reduce commuting impacts, support local businesses and workforce retention, and advance broader community resiliency goals.

Per the Second Amended & Restated Development Agreement between the Town of Frisco and NHPF West Main, LLC, the developer is required to comply with the Town's Net-Zero Energy requirements.

Staff Recommendation:

Staff recommend the Town Council review and approve the Amended and Restated 101 West Main Ground Lease between the Town of Frisco and West Main Apartments LLLP.

Reviews and Approvals:

- Tom Fisher, Town Manager

Attachments:

Attachment 1 – Ordinance 26-16 Amended and Restated Ground Lease Agreement
Approval For 101 West Main Street

Attachment 2 – Amended and Restated 101 West Main Ground Lease

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 26-__**

AN ORDINANCE APPROVING AN AMENDED AND RESTATED 101 WEST MAIN GROUND LEASE AGREEMENT BETWEEN THE TOWN OF FRISCO AND WEST MAIN APARTMENTS, LLLP, FOR PROPERTY LOCATED AT 101 WEST MAIN STREET, FOR THE PURPOSES OF AN AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, the Town of Frisco (the “Town”) is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the state of Colorado and its home rule charter; and

WHEREAS, the Town is the owner of certain real property described in the attached Amended and Restated 101 West Main Ground Lease and known as 101 West Main Street, Frisco, Colorado (the “Property”); and

WHEREAS, to facilitate an affordable housing project on the Property, the Town, as Landlord, and NHPF West Main, LLC, a Colorado limited liability company and affiliate of West Main Apartments, LLLP, as Tenant, previously entered into that certain Ground Lease dated August 27, 2025, as amended by that Addendum to 101 West Main Ground Lease dated August 27, 2025, and further amended by that Second Addendum to 101 West Main Ground Lease dated August 27, 2025 (collectively, the “Original Ground Lease”); and

WHEREAS, the Town and West Main Apartments, LLLP, intend that the Property be used to develop affordable housing and other incidental purposes (the “Project”) in accordance with that certain Second Amended and Restated Development Agreement Between the Town of Frisco and NHPF West Main, LLC, (“NHPF WM”) dated as of June 25, 2024 (the “Development Agreement”); and

WHEREAS, under the Development Agreement, the Property is to be developed for affordable housing purposes in accordance with the Low Income Housing Tax Credit program (“LIHTC”) created under the federal Tax Reform Act of 1986; and

WHEREAS, to facilitate the financing of the Project by private parties, and grant funding from the State of Colorado, certain amendments to the Original Ground Lease have been requested by the state and private party financiers and are reflected in the attached Amended and Restated 101 West Main Ground Lease Between the Town of Frisco and West Main Apartments, LLLP (the “New Ground Lease”); and

WHEREAS, the Town Council finds that the approval of the New Ground Lease is necessary and desirable to cause the Property to be developed for its intended affordable housing purpose; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to lease real property for periods of greater than one year, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting.

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute and deliver the attached Amended and Restated 101 West Main Ground Lease Between the Town of Frisco and West Main Apartments, LLLP, and each and every document necessary or desirable to effectuate the terms of the same from time to time..

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. 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 PUBLICATION AND POSTING ORDERED THIS 26th DAY OF MAY, 2026.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 9TH DAY OF JUNE, 2026.

TOWN OF FRISCO, COLORADO

Frederick J. Ihnken, Mayor

Attest:

Stacey Campbell, CERA, Town Clerk

AMENDED AND RESTATED 101 WEST MAIN GROUND LEASE

between

Town of Frisco, a Colorado home rule municipal corporation, as Landlord

and

West Main Apartments, LLLP, a Colorado limited liability limited
partnership, as Tenant

Dated: June [____], 2026

AMENDED AND RESTATED GROUND LEASE

(101 MAIN)

THIS AMENDED AND RESTATED GROUND LEASE (as amended, modified or supplemented, this “**Lease**”) is made as of the [] day of June 2026 (the “**Effective Date**”), by and between Town of Frisco, a Colorado home rule municipal corporation, having an address of P.O. Box 4100 Frisco, Colorado 80443 (together with its successors and assigns, “**Landlord**” or the “**Town**”), and West Main Apartments LLLP, a Colorado limited liability limited partnership, having an address of c/o The NHP Foundation, 1401 H Street NW, Suite 1000, Washington, DC 20005 (together with its permitted successors and assigns, “**Tenant**”).

RECITALS

A. Landlord is the owner of that real property located in the Town of Frisco, Colorado (the “**Town**”), which is legally described in the attached Exhibit A (the “**Land**”), which Landlord has agreed to lease to Tenant under the terms and conditions hereof, for Tenant’s development, construction, ownership, and operation of an affordable housing rental project (“**Project**”) comprised of approximately 52 rental units (collectively, the “**Units**”), or as many as may be separately approved by the Town in its regulatory capacity, and related amenities, all as further described in Exhibit B (the “**Redevelopment Plan**”).

B. Landlord and NHPF West Main, LLC, a Colorado limited liability company, and affiliate of Tenant, previously entered into that certain Ground Lease dated August 27, 2025, as amended by that Addendum to 101 West Main Ground Lease dated August 27, 2025, and further amended by that Second Addendum to 101 West Main Ground Lease dated August 27, 2025 (collectively, the “**Original Ground Lease**”).

C. To further Landlord’s goals under the Redevelopment Plan (the “**Lease Purpose**”), as well as to secure the benefits to which Tenant is entitled under this Lease, Tenant has agreed to enter into this Lease.

D. Tenant and Landlord intend that all of the Units of the Project shall be rented to lessees who are eligible under the criteria set forth in the Regulatory Agreements, subject to the rights of Limited Partner, any Permitted Leasehold Mortgagee under this Lease, the documents evidencing the Partnership Agreement, the Permitted Leasehold Mortgages, and the applicable Regulatory Agreements, as each such term is hereinafter defined in Section 1.1.

E. The parties desire to amend and restate the Original Ground Lease to amend and restate the Original Ground Lease to admit Tenant and set forth all of the provisions governing the Partnership;

NOW THEREFORE, IN CONSIDERATION of the covenants hereinafter set forth and for other good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord the Land, together with any rights, alleys, ways, privileges, easements, appurtenances and advantages, to the same belonging or in any way appertaining (collectively, the “**Leasehold Estate**” and, together with the Tenant Improvements (defined below) and the Equipment (defined below) now or hereafter located thereon, the “**Premises**”),

SUBJECT TO THE OPERATION AND EFFECT of the Permitted Encumbrances (as defined below),

TO HAVE AND TO HOLD the Premises unto Tenant, its successors and permitted assigns, for the purposes and term of years set forth herein,

ON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

SECTION 1. DEFINITIONS.

1.1 **Specific.** As used herein, the following terms have the following meanings:

“Additional Rent” has the meaning given to it in Section 3.1.2.

“Annual Rent” has the meaning given it in Section 3.1.1.

“Award” has the meaning given to it in Section 12.2.

“Bankruptcy” shall be deemed, for any Person, to have occurred either

(i) if and when such Person (i) applies for or consents to the appointment of a receiver, trustee or liquidator of such Person or of all or a substantial part of its assets, (ii) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they come due, (iii) makes an assignment for the benefit of its creditors, (iv) files a petition or an answer seeking a reorganization or an arrangement with its creditors or seeks to take advantage of any insolvency law, (v) performs any other act of bankruptcy, or (vi) files an answer admitting the material allegations of a petition filed against such Person in any bankruptcy, reorganization or insolvency proceeding, as to any of the above, not dismissed within 60 days thereafter; or

(ii) if (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating such Person a bankrupt or an insolvent, approving a petition seeking such an adjudication, or reorganization, or appointing a receiver, trustee or liquidator of such Person or of all or a substantial part of its assets, or (ii) there otherwise commences with respect to such Person or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for any period of 90 consecutive days after the expiration of any stay thereof.

“CDOH” means the State of Colorado, acting through the Department of Local Affairs, for the benefit of the Division of Housing.

“CDOH Covenant” means the Colorado Department of Local Affairs Use Covenant and Regulatory Agreement executed by Tenant in favor of the State of Colorado Department of Local Affairs for the benefit of the Colorado Division of Housing.

“CHFA” means the Colorado Housing and Finance Authority.

“CHFA Covenant” means the Affordable Housing Financing Fund Land Banking Program Declaration of Restrictive Covenants dated August 27, 2025, and filed in the real property records for Summit County on August 28, 2025 at Reception No. 1358627;

“CHFA Grant Agreement” means the Affordable Housing Financing Fund Land Banking Program Grant Agreement between the Landlord and CHFA dated August 27, 2025;

“CHFA LURA” means that certain Land Use Restriction Agreement into by CHFA, in its capacity as tax credit allocation agency, and Tenant, encumbering the Leasehold Estate, and

recorded, or to be recorded in the Land Records.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” has the meaning given it in Section 2.1.1.

“Compliance Period” when used with respect to a building in the Project, means the period specified in Section 42(i)(1) of the Code with respect to such building and when used with respect to the Project as a whole, means the period starting with the beginning of the first period under Section 42(i)(1) to start for any building in the Project and ending with the end of the last period under Section 42(i)(1) to end for any building in the Project.

“Depository” means a federally-insured bank or trust company designated by Landlord having capital of not less than \$50,000,000 and having its main office in Colorado, or if no such bank or trust company is willing to act as such, Landlord. For purposes of this Lease, (a) a qualified bank or trust company shall be deemed willing to act as Depository hereunder if in connection therewith it employs its customary form of escrow agreement which does not contain provisions inconsistent with those of this Lease, and agrees to undertake the duties provided for herein, and (b) no such bank or trust company shall be deemed willing to act as Depository if Landlord gives notice to Tenant that no qualified bank or trust company to which it has applied is willing to act as Depository, and Tenant does not, within 30 days after being given such notice, designate as Depository a bank or trust company having such qualifications of a Depository as set forth above and willing to act as such.

“Effective Date” has the meaning given in the first paragraph of this Lease.

“Environmental Laws” shall mean any and all Federal, State or local statutes, laws, rules, regulations, ordinances, orders, codes, determinations, decrees, or rules of common law pertaining to the environment now or at any time hereafter in effect and any judicial or administrative interpretation thereof (including any judicial or administrative order, consent decree or judgment relating to the environment or Hazardous Materials (as hereafter defined), or exposure to Hazardous Materials) including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Resource, Conservation and Recovery Act of 1976, as amended, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Oil Pollution Act of 1990, as amended, the Safe Drinking Water Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, as amended, and any other environmental or health conservation or protection laws.

“Equipment” means all apparatus, machinery, devices, fixtures, appurtenances, equipment and personal property now or hereafter located on or within the Premises or the Tenant Improvements and necessary or desirable for the proper operation and maintenance of the Premises or the Tenant Improvements (other than moveable equipment belonging to any management company servicing the Tenant Improvements or belonging to any Resident of a Unit), including any and all awnings, shades, screens and blinds; asphalt, vinyl, composition and other floor, wall and ceiling coverings; partitions, doors and hardware; elevators, escalators and hoists; heating, plumbing and ventilating apparatus; gas, electric and steam fixtures; chutes, ducts and tanks; oil burners, furnaces, heaters, incinerators and boilers; air-cooling and air-conditioning equipment; washroom, toilet and lavatory fixtures and equipment; engines, pumps, dynamos, motors,

generators, electrical wiring and equipment; tools, building supplies, lobby decorations and window washing hoists and equipment; garage equipment, security systems, and gardening and landscaping equipment; swimming pool, recreational furniture and equipment; refrigerators, dishwashers, disposals, ranges, if any, washers, if any, dryers, and other kitchen appliances and all additions thereto and replacements thereof, but specifically excluding personal property of Residents or other occupants under Tenancy Agreements.

“Event of Default” has the meaning given it in Section 14.1.

“FCHDA” means Frisco Community Housing Development Authority, a Colorado public body, corporate and politic.

“Fee Estate” means the fee simple estate in the Land, subject to the operation and effect of this Lease.

“First Mortgage Lender” means the construction and permanent lender of the Mortgage loan listed in first priority in the Permitted Encumbrances.

“Force Majeure” means any (a) strike, lock-out or other labor troubles, (b) governmental restrictions or limitations, including any federal, state, or local declaration of emergency or “shelter in place” order restricting movement or construction activity, (c) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (d) riot, war, insurrection, threat of or terrorist action or other national or local emergency, (e) accident, flood, fire or other casualty, (f) unusually adverse weather conditions resulting in cessation of work on the Project for in excess of one week, (g) other act of God, (h) inability to obtain a building permit or a certificate of occupancy not resulting from Tenant’s acts or negligent omissions, (i) pandemic, epidemic or other public health emergency, and any governmental orders related thereto or stoppages or delays resulting therefrom, or (j) other cause similar to any of the foregoing and beyond the reasonable control of the Person in question, but not including delays caused by Tenant’s lack of capital.

“General Partner” means NHPF West Main GP, LLC, a Colorado limited liability company.

“Hazardous Materials” shall have the meaning ascribed in, and shall include those substances listed in Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. and the regulations promulgated thereunder (as amended) and the Clean Air Act, 42 U.S.C. 7401, et seq. and the regulations promulgated thereunder (as amended) and includes oil, petroleum distillates or by-products, waste oil and used oil as those terms are defined in the Clean Air Act, 33 U.S.C. 1251, et seq. and regulations promulgated thereunder (as amended) and the Resource, Conservation and Recovery Act, 42 U.S.C. 6901 et seq. and regulations promulgated thereunder (as amended) and the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq. and regulations promulgated thereunder (as amended), and shall include any (a) groundwater contaminated by such Hazardous Materials and (b) other pollutant or contaminant designated as a hazardous substance or hazardous material by Congress or the United States Environmental Protection Agency (EPA) or defined by any other federal or State law, ordinance, code, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

“Holdover Rent” has the meaning given it in Section 2.3(b).

“Insurance Requirements” has the meaning given it in Section 5.2(a).

“Land” has the meaning given it hereinabove.

“Landlord” means Landlord and its successors and assigns as owner of the Fee Estate.

“Land Records” means the official public records as maintained by the Clerk and Recorder of the County of Summit, Colorado.

“Lease Year” means (a) the period commencing on the Commencement Date and terminating on the first (1st) anniversary of the last day of the calendar month containing the Commencement Date, and (b) each successive period of 12 calendar months thereafter during the Term.

“Leasehold Estate” means the leasehold estate in the Land held by Tenant under this Lease, as defined above.

“Legal Requirements” has the meaning given it in Section 5.2(a).

“LIHTC Housing Requirements” means all rules and requirements applicable to low-income housing tax credits as found in Section 42 of the Code (and the Treasury regulations promulgated thereunder) and in the Regulatory Agreements.

“Limited Partner” means, collectively, U.S. Bancorp Community Development Corporation, a Minnesota corporation, and USB Colorado State Investor I, LLC, a Missouri limited liability company, together with their respective successors and assigns.

“Mortgage” means any mortgage or deed of trust at any time encumbering any or all of the Land, and any other security interest therein existing at any time under any other form of security instrument or arrangement used in the locality of the Land (including any such other form of security arrangement arising under any deed of trust, sale-and-leaseback documents, lease-and-leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records or in such other place as is, under applicable law, required for such instrument to give constructive notice of the matters set forth therein. Notwithstanding anything to the contrary herein, all Mortgages shall be subordinate in all respects to this Lease.

“Mortgagee” means the Person secured by a Mortgage.

“Partnership Agreement” means that certain Amended and Restated Agreement of Limited Liability Limited Partnership of West Main Apartments LLLP dated as of [], 2026, as may be amended from time to time.

“Partial Taking” has the meaning given it in Section 12.4.

“Permitted Encumbrances” means the instruments and matters of public record listed as exceptions on Tenant’s Leasehold Policy of Title Insurance issued by Land Title Guarantee

Company, as well as those set forth on Exhibit C (Permitted Encumbrances) to this Lease.

“Permitted Leasehold Mortgage” shall mean, as applicable:

1. Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Tenant to the Public Trustee of Summit County for the use of U.S. Bank National Association to secure the sum of \$[_____];
2. Swap Deed of Trust, Assignment of Rents and Security Agreement from Tenant to the Public Trustee of Summit County for the use of Cedar Rapids Bank and Trust Company (“CRBT”) to secure the sum of \$[_____];
3. Deed of Trust, Assignment of Rents and Security Agreement from Tenant to the Public Trustee of Summit County for the use of CRBT to secure the sum of \$[_____];
4. Deed of Trust from Tenant to the Public Trustee of Summit County for the use of Impact Development Fund to secure the sum of \$332,800;
5. [Deed of Trust] from Tenant to the Public Trustee of Summit County for the use of the Town of Frisco to secure the sum of \$[5,400,000]; and
6. [Deed of Trust] from Tenant to the Public Trustee of Summit County for the use of the Town of Frisco to secure the sum of \$[1,055,887].

For the avoidance of doubt, a Permitted Leasehold Mortgage shall encumber Tenant's interest in the Leasehold Estate only and shall not encumber any of Landlord's interest in the Fee Estate.

"Permitted Leasehold Mortgagee" means each of U.S. Bank National Association, a national banking association, Cedar Rapids Bank and Trust Company, a state-chartered banking corporation, Impact Development Fund, Town of Frisco, and any other Person from time to time secured by a Permitted Leasehold Mortgage.

"Person" means a natural Person, a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

"Plans and Specifications" has the meaning given it in Section 8.1.1.

"Premises" means the Leasehold Estate and all buildings; provided, that if at any time hereafter any portion of the Premises becomes no longer subject to this Lease, "Premises" shall thereafter mean so much thereof as remains subject to this Lease.

"Project" has the meaning given in Recital A and Exhibit B of this Lease.

"Regulatory Agreements" shall mean the following: (i) the Town Covenant, (ii) the CHFA LURA, (iii) the CHFA Covenant, (iv) the CHFA Grant Agreement, (v) the CDOH Covenant, and (vi) any other declaration of land use restrictive covenants, regulatory agreement, or similar agreement executed with any federal, state or local governmental authority pertaining to the Project.

"Rent" means all Annual Rent and all Additional Rent.

"Resident" shall mean a Person occupying a Unit in the Project pursuant to a Tenancy Agreement.

"Restoration" means the repair, restoration or rebuilding of any or all of the Premises after any damage thereto or destruction thereof, with such alterations or additions thereto as are made by Tenant in accordance with this Lease, together with any temporary repairs or improvements made to protect the Premises pending the completion of such work.

"State" means the State of Colorado.

"Taking" has the meaning given it in Section 12.1.

"Taxes" has the meaning given it in Section 6.1.

"Tenancy Agreement" shall mean the form of lease agreement between Tenant and a Resident under the terms of which a Resident is entitled to enjoy possession of a Unit in the Project.

"Tenant" means Tenant and its successors and permitted assigns as holder of the Leasehold Estate.

"Tenant Improvements" has the meaning given it in Section 5.1(b).

"Term" has the meaning given it in Section 2.1.1.

“Termination Date” has the meaning given it in Section 2.1.1.

“**Total Taking**” has the meaning given it in Section 12.3.

“**Town Covenant**” means the Residential Housing Restrictive Covenant and Notice of Lien for 101 W. Main Street, Town of Frisco, Summit County Colorado filed in the real property records for Summit County, Colorado on June 22, 2023, under Reception Number 1312893.

“**Transfer**” has the meaning given it in Section 13.1(i).

“**Units**” has the meaning given it in Recital A.

1.2 **General.** Any other term to which meaning is expressly given in this Lease shall have such meaning.

1.3 **Construction.** Any Rent or Additional Rent or any other amount paid hereunder shall be construed as made by Tenant solely for the use of the Premises, as Tenant shall be deemed to own the Tenant Improvements for all purposes during the Term. Any covenants contained herein made by Tenant regarding the Tenant Improvements shall be construed to protect Landlord from liability in connection with the Tenant Improvements, but shall not be construed to create any obligation on behalf of Tenant to complete such Tenant Improvements (beyond the use of Tenant’s best efforts to do so pursuant to Section 8.1) or any rights in favor of Landlord to control the construction, development, or maintenance of the Tenant Improvements except to the extent expressly set forth herein.

SECTION 2. TERM.

2.1 Length.

2.1.1 **Original Term.** This Lease shall be for a minimum term (“**Term**”) (i) commencing on the Effective Date (“**Commencement Date**”), and (ii) terminating at 11:59 P.M. on the day immediately before the 99th anniversary of the first day of the first full calendar month during the Term (the “**Termination Date**”), except that if the date of such termination is hereafter advanced to an earlier date or postponed pursuant to any provision of this Lease, or by express, written agreement of the parties hereto, or by operation of law, the date to which it is advanced or postponed shall thereafter be the Termination Date for all purposes of this Lease).

2.1.2 **Confirmation of Commencement and Termination.** Landlord and Tenant shall upon either’s request therefor, within 15 days after, respectively, confirm in writing by instrument in recordable form the expiration of the Term or any earlier termination of this Lease by action of law or in any other manner.

2.2 **Surrender.** Tenant shall, at its expense and subject to Section 2.4, at the expiration of the Term or any earlier termination of this Lease, (a) promptly yield up to Landlord the Premises, the Units, and the rest of the Tenant Improvements, and the Equipment, in good order and repair (ordinary wear and tear, and damage by casualty, subject to Section 11, excepted) and broom clean, (b) remove therefrom Tenant’s signs, goods and effects and any machinery, trade fixtures and equipment used in conducting Tenant’s trade or business and not part of the Units or the Equipment or otherwise owned by Landlord, and (c) repair any damage to the Premises caused by such removal. Upon such expiration or termination, whether by reason of an Event of Default or otherwise, (a) neither Tenant nor its creditors and representatives shall thereafter have any right at

law or in equity in or to any or all of the Premises (including the Units and the rest of the Tenant Improvements) or to repossess any of same, or in, to or under this Lease, and Landlord shall automatically be deemed immediately thereupon to have succeeded to all of the same, free and clear of the right, title or interest therein of any creditor of Tenant or any other Person whatsoever (but subject to the rights of any Person then holding any lien, right, title or interest in or to the Fee Estate and subject to the rights of any Resident occupying a Unit in the Project pursuant to a Tenancy Agreement), and (b) Tenant hereby waives any and all rights of redemption which it may otherwise hold under any applicable law.

2.3 Holding Over.

(a) Nothing in this Lease shall be deemed in any way to permit Tenant to use or occupy the Premises after the expiration of the Term or any earlier termination of this Lease. If and only if Tenant continues to occupy the Premises after such expiration or termination after obtaining Landlord's express, written consent thereto;

(i) such occupancy shall (unless the parties otherwise agree in writing) be deemed to be under a month-to-month tenancy, which shall continue until either party notifies the other in writing, by at least 30 days before the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate;

(ii) the Annual Rent payable with respect to each such monthly period shall equal one-twelfth (1/12) of the Annual Rent for the Lease Year during which such expiration or termination occurred, and the Additional Rent payable under Section 3; and

(iii) such month-to-month tenancy shall be on the same terms and subject to the same conditions as those set forth in this Lease, except that if Landlord gives Tenant, by at least 30 days before the end of any calendar month during such month-to-month tenancy, written notice that such terms and conditions (including any relating to the amount and payment of Rent) shall, after such month, be modified in any manner specified in such notice, then such tenancy shall, after such month, be on the said terms and subject to the said conditions, as so modified.

(b) If Tenant continues to occupy the Premises after the expiration of the Term or any earlier termination of this Lease without having obtained Landlord's express, written consent thereto, then without altering or impairing any of Landlord's rights under this Lease or applicable law, (a) Tenant hereby agrees to pay to Landlord immediately on demand by Landlord as holdover rental ("**Holdover Rent**") for the Premises, for each calendar month or portion thereof after such expiration of the Term or such earlier termination of this Lease until Tenant surrenders possession of the Premises to Landlord, a sum equaling the Annual Rent attributable to such monthly period plus \$1,000.00 per each day of such holdover occupancy, and (b) Tenant shall surrender possession of the Premises to Landlord immediately on Landlord's having demanded the same. Nothing in this Lease shall be deemed in any way to give Tenant any right to remain in possession of the Premises after such expiration or termination, regardless of whether Tenant has paid any such Holdover Rent to Landlord, without Landlord's express written approval.

2.4 **Title to and Alterations of Tenant Improvements.** At all times during the Term of this Lease, the Tenant Improvements shall be owned by Tenant and during the Term, Tenant alone shall be entitled to all of the tax attributes of ownership of the same, including the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Code, and Tenant shall have the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Premises. At the expiration or earlier termination of the Term, or any portion thereof, Tenant shall peaceably leave, quit and surrender the Premises in the manner required under Section 2.2, subject to the rights of Residents in possession of Units under Tenancy Agreements with Tenant (provided, however, that such Residents are not then in default thereunder, and attorn to Landlord as their lessor). Upon such expiration or termination, the Premises and the Tenant Improvements, or any portion thereof so terminated, shall become the sole property of Landlord at no cost to Landlord, and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear, the rights of any Person then holding any lien, right, title or interest in the Fee Estate and in the event of a casualty, to the provisions of Section 11.

SECTION 3. RENT.

3.1 **Amount.** As rent for the Premises, Tenant shall pay to Landlord

3.1.1 **Annual Rent.** The annual rent under this Lease is One Hundred and 00/100 Dollars (\$100.00). Landlord acknowledges as of the date hereof the receipt of the payment of all Annual Rent through the term of the Lease in the amount of \$9,900. Any amount of the Annual Rent that remains unpaid shall be due and payable annually on the anniversary of the Effective Date.

3.1.2 **Additional Rent.** Additional rent (“**Additional Rent**”) is any required payment referred to as such in this Lease which accrues while this Lease is in effect, and includes any amount which Landlord, at its option, pays on behalf of Tenant for amounts Tenant is obligated to pay under Section 6 of this Lease if Tenant has not made payment therefor, such as taxes, insurance costs, and utility charges. Such Additional Rent, unless required to be paid sooner hereunder, shall be due and payable within 30 days of Landlord’s written demand therefor and shall be used by Landlord to make the delinquent payments for which the Additional Rent was collected or to reimburse Landlord for such payments. Tenant shall reimburse Landlord, promptly upon demand, for all reasonable actual out-of-pocket costs and expenses actually incurred by Landlord in connection with the Project as long as such amounts were incurred pursuant to, or consistent with, the terms of this Lease. For the avoidance of doubt, Tenant agrees that Tenant will pay to Landlord all reasonable out-of-pocket costs and expenses (including attorneys’ fees and disbursements) actually incurred by Landlord in connection with (a) Tenant’s ongoing performance of and compliance with Tenant’s agreements and covenants contained in this Lease on its part to be performed or complied with after the Commencement Date, including confirming compliance with the Legal Requirements and the Insurance Requirements; (b) Landlord’s ongoing performance of and compliance with all agreements and covenants contained in this Lease on its part to be performed or complied with after the Commencement Date, including Landlord’s and any of Landlord consultants’ review of requests to join in governmental approvals initiated by Tenant and any other items that require Landlord’s review and/or consent or approval; (c) any action required in the course of an Event of Default; and (d) the negotiation, preparation, execution, delivery and administration of any estoppel certificates,

consents, amendments, waivers or other modifications to this Lease and any other documents related to this Lease.

3.2 Tax on Lease. If federal, state, or local law now or hereafter imposes any tax, assessment, levy, or other charge, directly or indirectly, upon (a) Landlord with respect to this Lease, the Premises, or the value thereof, (b) Tenant's use or occupancy of the Premises, (c) the Annual Rent, Additional Rent, or any other sum payable under this Lease, or (d) this transaction, Tenant shall pay the amount thereof as Additional Rent to Landlord upon demand unless Tenant is prohibited by law from doing so.

3.3 Net Lease. Other than as is expressly set forth in this Lease and except for Landlord's legal fees, and costs of third party consultants retained by Landlord and Landlord's own personnel costs, all costs, expenses, liabilities, charges, or other deductions whatsoever with respect to the Premises, including all costs and expenses related to any easements benefiting the Premises, and the construction, rehabilitation, ownership, leasing, operation, maintenance, repair, rebuilding, use, occupation of, or conveyance of any or all of Tenant's Leasehold Estate in the Premises or with respect to any leasehold mortgage (including any Permitted Leasehold Mortgage) shall be the sole responsibility of and payable by Tenant, including any reasonable costs, expenses, liabilities, charges, or other sums in connection with the closing of such Mortgages or otherwise incurred by Landlord in connection with such leasehold mortgages; all of which reasonable costs, expenses, liabilities and charges shall be deemed Additional Rent hereunder.

3.4 Condition of the Premises. Tenant acknowledges and agrees that the Premises shall be leased to Tenant and Tenant shall accept the Premises, "as is, where is, and with all faults." Landlord hereby expressly disclaims any and all representations and warranties of any kind or character, express or implied, with respect to the Premises, except as otherwise set forth in Section 4. Without limiting the generality of the preceding sentence or any other disclaimer set forth herein, Tenant acknowledges that Landlord has not made and is not making any representations or warranties, express or implied, written or oral, except as set forth in Section 4, as to (a) the nature or condition, physical or otherwise, of the Premises or any aspect thereof, including any warranties of habitability, suitability, merchantability, or fitness for a particular use or purpose; (b) the soil conditions, drainage conditions, topographical features, access to public rights-of-way, availability of utilities or other conditions or circumstances which affect or may affect the Premises or any use to which Tenant may put the premises; (c) any conditions at or which affect or may affect the Premises with respect to any particular purpose, use, development potential or otherwise, including whether the Premises is located wholly or partially in any flood plain or flood hazard boundary or similar area; (d) any environmental, geological, meteorological, structural or other condition or hazard or the absence thereof, heretofore, now, or hereafter affecting in any manner the Premises, including the absence of asbestos, lead paint, or any other hazardous materials on, in, under or adjacent to the Premises, the existence or non-existence of underground storage tanks, any other matter affecting the stability or integrity of the Land, the potential for further development of the Premises, or any other matter or attribute whatsoever regarding the Premises; and (e) the compliance of the premises or the operation or use of the Premises with any applicable restrictive covenants, or any laws, ordinances, or regulations of any governmental body, including any zoning laws or regulations, any building codes, any Environmental Laws, and the Americans with Disabilities Act of 1990, all as amended; or (f) the value of the Premises.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

4.1 Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

(a) Landlord is organized and lawfully existing as a home rule municipal corporation, under the laws of the State.

(b) Landlord owns fee simple title to the Premises.

(c) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach of or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(d) There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened contesting the power or authority of the Landlord or its officers with respect to the Project or this Lease. .

(e) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

4.2 Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

(a) Tenant is organized and lawfully existing as a limited liability limited partnership under the laws of the State.

(b) Tenant has the full right, power, and authority to make, execute, deliver, and perform this Lease.

(c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(d) There is no action, suit, litigation, or proceeding pending or, to Tenant's knowledge, threatened against Tenant that could prevent or impair Tenant's entry into this Lease and performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

(f) Tenant shall not amend Tenant's Partnership Agreement in any manner that would impact the order and priority in which the Rent is payable to Landlord without the prior written consent of Landlord.

SECTION 5. USE OF PROPERTY.

5.1 **Nature of Use.** Tenant shall throughout the Term continuously use and operate the Premises in accordance with the following provisions:

(a) It is a material condition of this Lease that the Tenant ensure that the Project is at all times operated in accordance with the provisions of the Regulatory Agreements while in effect, including but not limited to the CHFA Covenant, CHFA Grant Agreement and CDOH Covenant. Without limiting the generality of the foregoing requirement, Tenant shall be responsible for (i) ensuring compliance with all requirements and limitations set forth in Section 5 of the CHFA Grant Agreement concerning Program Requirements for the Project, including but limited to reporting requirements and environmental sustainability requirements for the Project; (ii) ensuring that the Property is at all times limited in its uses and activities in order that it complies with the limitations of Section 9.h of the CHFA Grant Agreement; and (iii) promptly providing any and all leasing and subtenant records or other information reasonably requested by CHFA or the Town from time to time to determine compliance with the CHFA Covenant and/or the CHFA Grant Agreement; Tenant shall defend, indemnify and hold harmless Landlord and Landlord's Related Parties against and from any and all liability, claim of liability or expense arising out of or in any way connected with the CHFA Covenant or CHFA Grant Agreement, and from and against all expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon (including the reasonable fees of attorneys, investigators and experts), all regardless of whether such claim is asserted during or after the expiration of the Term or any earlier termination of this Lease, but excluding, however, the portion of any liability, claim of liability or expense caused by the gross negligence or willful misconduct of Landlord, its employees or agents. As used herein, "**Landlord's Related Parties**" shall mean and refer to Landlord's officers, directors, affiliates, agents, contractors, volunteers and employees, and their respective successors and assigns. As used herein, "**Tenant's Related Parties**" shall mean Tenant's agents, contractors, employees, patrons, business invitees and guests., and

(b) In conjunction with the foregoing, the following improvements to the Premises (all of which, together with the Units, are herein referred to collectively as "**Tenant Improvements**") shall be maintained by Tenant on the Premises:

(i) construction or rehabilitation of the Units and all facilities and common space incidental thereto in accordance with the Plans and Specifications;

(ii) any replacement of or addition to the Units or any of such parking facilities, driveways, sidewalks, utility lines and facilities, landscaping or other improvements, provided that such replacement or addition is approved by Landlord pursuant to Section 8 of this Lease and, to the extent required, by the Town, acting in its regulatory capacity;

(iii) the Equipment, and any replacements, alterations, additions or repairs thereto;

(iv) such number of off-street parking spaces as is required for the Premises by the applicable zoning ordinances, or other applicable law; and

(v) any and all structures and appurtenances of every type or

kind that are part of the uses permitted under this Lease, including buildings, outbuildings, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, bicycle trails, sprinkler pipes, garages, carports, roads, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, exterior air conditioning, and water softener fixtures.

(c) Such other uses as may be approved by Landlord in writing, in its reasonable discretion, as consistent with the Lease Purpose, such as temporary contractor storage.

5.2 Compliance with Law and Covenants. Tenant, throughout the Term and at its sole expense, in its construction, rehabilitation, possession, and use of the Premises,

(a) shall comply with (a) all applicable laws, ordinances, notices, orders, rules, regulations and requirements of all federal, state and municipal governments and all departments, commissions, boards and officers thereof (all of the foregoing are hereinafter referred to collectively as “**Legal Requirements**”); and (b) all requirements imposed by any policy of insurance covering any or all of the Premises and required by Section 7 to be maintained by Tenant (all of which are hereinafter referred to collectively as “**Insurance Requirements**”); (c) the provisions of the other Permitted Encumbrances, all if and to the extent that any of the Legal Requirements, the Insurance Requirements or the said provisions relate to any or all of the Premises, the Tenant Improvements, the Equipment, the fixtures and equipment upon the Premises, or the use or manner of use thereof; and (d) all LIHTC Housing Requirements in accordance with, and subject to, the terms thereof and subject to the provisions benefitting Permitted Leasehold Mortgagees in Article 8;

(b) without limiting the generality of the foregoing provisions of this Section, shall keep in force throughout the Term all licenses, consents and permits required by applicable law to permit the Premises to be used in accordance with this Lease as multifamily housing;

(c) shall pay or cause to be paid before past due, as applicable, all personal property taxes, income taxes, license fees and other taxes or special assessments assessed, levied or imposed upon Tenant in connection with the operation of any business upon the Premises or its use thereof in any other manner. Notwithstanding the foregoing, the payment of the foregoing shall be permitted to be contested by Tenant; provided, however, Tenant (a) is in good faith, by appropriate proceedings, contesting the validity, the applicability, or the amount of any asserted taxes or fees or assessments, and pending such contest, diligently prosecutes such contests in a manner not prejudicial to the rights, liens and security interests of the Permitted Leasehold Mortgagees and (b) pays to the Landlord promptly after the demand therefor all costs and expenses incurred by the Landlord or the Permitted Leasehold Mortgagees in connection with such contest, and promptly causes to be paid any amount adjudged by the governmental or quasi-governmental agency to be due, with all costs, penalties and interest thereon, after such judgment becomes final and non-appealable;

(d) shall not take any action which shall materially impair Landlord’s Fee Estate or its reversionary right, title, or interest in and to any or all of the Premises; and

(e) shall not, either with or without negligence: (a) cause the escape, disposal or release of any Hazardous Materials, or (b) allow the storage or use of such substances

or materials in any manner not sanctioned by law, or (c) allow any such materials or substances to be brought onto the Premises except to use in the ordinary course of Tenant's business. If any lender or governmental agency reasonably requires testing to ascertain whether or not there has been any release of Hazardous Materials on the Premises while this Lease is in effect, then the costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to the Premises. Tenant shall execute affidavits, representations and the like at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. Notwithstanding the foregoing, the use and storage of all the supplies (e.g., copier toner, white-off correction fluid, etc.), cleaning supplies, gasoline and other hazardous substances or materials in such amounts as are typically found in ordinary office, household, or multifamily residential rental operation use shall be permitted provided such use and storage complies with all applicable Legal Requirements. Further, notwithstanding the above, to the extent that Landlord or its affiliates, employees, officers, directors or agents causes or executes and delivers a writing permitting such matters, Landlord shall be solely responsible for remedying same, at its sole cost and expense.

5.3 Restrictions Applicable to Units.

(a) All Units are subjected to and benefited by the terms and conditions of the LIHTC Housing Requirements and the Regulatory Agreements, and all LIHTC Housing Requirements, requirements of the Regulatory Agreements, and requirements of this Section 5 with respect to applicable Units shall be binding upon Landlord and Tenant and their respective successors and assigns to the extent of the provisions therein. In its role as landlord under this Lease, Landlord shall have no control or participation in the control or operation of the Project and shall not be entitled to any benefits from or uses thereof except for the Rent required hereunder.

(b) Landlord acknowledges and agrees that, if the CHFA LURA terminates due to foreclosure of a leasehold deed of trust or deed in lieu of foreclosure, Landlord shall not evict or terminate the tenancy of an existing tenant of any Unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such Unit for a period of three years following the termination of the CHFA LURA.

(c) Tenant and Landlord agree that, with the exception of: (A) the Permitted Leasehold Mortgages, or any other Permitted Encumbrances listed in Exhibit C; (B) Tenancy Agreements to Residents; and (C) normal uses and equipment leases associated with the operation of the Project, neither the Project nor any portion thereof shall be encumbered in any way, nor the assets of the Project pledged as collateral for a loan, without the prior written approval of Landlord.

(d) Tenant may enter into Tenancy Agreements with Residents provided that Tenant shall use and cause all Residents to use the Units and Tenant Improvements only in accordance with the Regulatory Agreements, the Tenancy Agreement, and the policies and procedures of Tenant established to implement or enforce the terms and conditions of the Regulatory Agreements, the Tenancy Agreements, and this Lease.

5.4 **No Discrimination.** Tenant shall comply with the provisions of the Federal, State and local law prohibiting discrimination in housing on the grounds of race, color, creed, national origin, sex, marital status, or a physical or mental handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284),

the Fair Housing Act (42 U.S.C. §§3601-3620), and the Colorado Anti-Discrimination Act (CRS Sections 24-34-101 et seq.), as the same may be amended from time to time.

SECTION 6. TAXES AND OPERATING EXPENSES.

6.1 **Tenant to Pay Taxes.** Tenant (a) shall bear the full expense of any and all real property or other taxes, including any and all payments in lieu of taxes, if applicable, metropolitan district charges, or other assessments or charges levied against any or all of the Premises, the Units, the other Tenant Improvements and the Equipment, the Fee Estate, or the Leasehold Estate, and payable with respect to any calendar or tax year or other period falling wholly or partly within the Term, including any assessments or fees levied against the Units pursuant to any Permitted Encumbrances (all of which are hereinafter referred to collectively as “**Taxes**”), except that if any such tax, charge or assessment is levied with respect to a period beginning before the Commencement Date or ending after the Termination Date, Tenant shall bear the full expense of only that percentage thereof equaling the percentage of such period falling within the Term; (b) shall pay the same prior to becoming past due and before any penalty is incurred for late payment thereof; and (c) shall deliver to Landlord the receipted bill for such Taxes within 10 days after Landlord requests it from Tenant in writing.

6.2 **Delivery of Bills and Notices.** Each party shall deliver to the other, promptly after such party’s receipt thereof, the originals of any and all bills for Taxes and notices of assessments or reassessments made or to be made for the purpose of levying any Taxes. If the Premises is not now treated as a separate tax lot by the assessing authority, Tenant shall use its reasonable efforts promptly hereafter to have the Premises so treated. Landlord agrees to take such commercially reasonable action as Tenant may request (at Tenant’s expense) to assist Tenant in obtaining the separation of the Premises from the Fee Estate with respect to Taxes.

6.3 **Proceedings to Contest.** Tenant may bring proceedings to contest the validity or the amount of any Taxes, or to recover any amount thereof paid by Tenant, provided that prior thereto Tenant notifies Landlord in writing that Tenant intends to take such action. To the extent allowable by State law, Tenant shall indemnify and hold harmless Landlord against and from any expense arising out of any such action. Landlord shall, upon written request by Tenant, cooperate with Tenant in taking any such action, provided that Tenant indemnifies and holds harmless Landlord to the extent allowable by State law against and from any expense or liability arising out of such cooperation, and provided further and notwithstanding the foregoing, the payment of the foregoing shall be permitted to be contested by Tenant; provided, however, Tenant (a) is in good faith by appropriate proceedings, contesting the validity, the applicability, or the amount of any asserted taxes or fees or assessments, and pending such contest, diligently prosecutes such contests in a manner not prejudicial to the rights, liens and security interests of the Permitted Leasehold Mortgagees and (b) paid Landlord promptly after the demand therefor all reasonable costs and expenses directly incurred by Landlord in connection with such contest, and promptly caused to be paid any amount adjudged by the governmental or quasi-governmental agency to be due, with all costs, penalties and interests thereon, after such judgment becomes final and non-appealable.

6.4 Operating Expenses.

6.4.1 **Tenant’s Obligation.** Tenant shall pay (or cause to be paid) directly to the providers of such services all costs and expenses attributable to or incurred at Tenant’s request in connection with the development, construction, rehabilitation, completion, marketing, leasing,

maintenance, management and occupancy of the Premises and the Tenant Improvements (collectively, “**Operating Expenses**”) including (a) all energy sources for the Tenant Improvements, such as propane, butane, natural gas, steam, electricity, solar energy and fuel oil; (b) all water, sewer and trash disposal services; (c) all maintenance, repair, replacement and rebuilding of the Tenant Improvements including all Equipment; (d) all landscaping, maintenance, repair and striping of all parking areas; (e) all insurance premiums relating to the Premises and the Tenant Improvements, including fire and extended coverage, public liability insurance, rental insurance and all risk insurance; (f) the cost and expenses of all capital improvements or repairs (whether structural or non-structural) required to maintain the Tenant Improvements in good order and repair, including any required by any governmental or quasi-governmental authority (excluding Landlord) having jurisdiction over the Premises or the Tenant Improvements; and (g) and all amounts due and owing pursuant to the Permitted Encumbrances encumbering the Premises.

6.4.2 **Permits and Licenses.** Tenant shall also procure, or cause to be procured, at Tenant’s sole cost and expense, any and all necessary permits, licenses, or other authorizations required for compliance with Tenant’s use and operation of the Premises and for the lawful and proper installation and maintenance upon the Premises of wires, cables, pipes, conduits, tubes, fiber optics and other equipment and appliances for use in supplying any such service desired by Tenant to the Tenant Improvements and upon the Premises. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, will join with Tenant in any application required for obtaining or continuing any such services.

SECTION 7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance to be Maintained by Tenant.

(a) Tenant shall maintain at its expense throughout the Term insurance adequate to protect Tenant’s and Landlord’s interests in the Premises, in such amounts and with such coverages as may be reasonably required by Landlord, and not less than the minimum insurance coverage shown on Exhibit F to this Lease and any greater insurance coverage required by each Mortgage encumbering the Project. Nothing in this Section 7 is intended, nor shall be construed to relieve Tenant from full compliance with all of the insurance requirements imposed upon Tenant under any Permitted Leasehold Mortgage or the Partnership Agreement. All of Tenant’s casualty and commercial general liability insurance coverages shall have waiver of subrogation provisions reasonably acceptable to Landlord, to the extent agreed to by the applicable insurer. Approval, disapproval, or failure to act by Landlord regarding any insurance applied by Tenant shall not relieve Tenant of full responsibility or liability for damages or accidents as set forth in this Lease. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Tenant from any such liability.

(b) On the fifth anniversary of the Commencement Date, and every five years thereafter, the amounts and coverages of insurance required of Tenant hereunder shall be reviewed and adjusted, if necessary, by the Landlord and the Tenant to amounts and coverages then carried by prudent tenants of comparable improved premises operating in accordance with first class operational standards. If Landlord reasonably increases or otherwise changes its insurance requirements, Tenant hereby agrees to comply with such changed insurance requirements.

7.2 **Insureds.** Each casualty and commercial general liability policy of Tenant shall name as an insured thereunder Tenant, and as additional insured, Landlord, and, to the extent required under a Mortgage, the applicable Mortgagee. Landlord's and any Fee Mortgagee's entitlement to proceeds from Tenant's insurance policies is subordinate to the rights of all Permitted Leasehold Mortgagees under all Permitted Leasehold Mortgages. The State of Colorado (the "State"), by and through the Department of Local Affairs for the benefit of CDOH, shall not be required to indemnify, name as additional insured, or cover any other party under its insurance; and the State cannot waive any and all claims and causes of action against the other parties to the extent covered by insurance.

7.3 **Insurer.** All insurance required and all renewals of insurance shall be issued by companies of recognized responsibility licensed to issue such policies and otherwise transact business in the State. To the extent available, all insurance policies will expressly provide that such policies will not be canceled or altered without 30 days' prior written notice to Landlord, with respect to both "All Risk" coverage and commercial general liability insurance. Such insurance will, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained; and will, to the extent obtainable, contain a waiver by the insurer of its rights of subrogation against Landlord. Upon issuance, Tenant shall deliver a complete original or complete certified copy of each insurance policy to Landlord.

7.4 **Evidence.** Tenant shall deliver to Landlord no later than the Commencement Date an original insurance certificate, or upon request, a complete certified copy of each such policy, and at least thirty (30) days before any such policy expires, Tenant shall deliver to Landlord an original insurance certificate, or upon request, a signed duplicate copy of a replacement policy therefor. All public liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry.

7.5 **Indemnification.**

7.5.1 To the extent allowable by State law, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's Related Parties against and from any and all liability, claim of liability or expense arising out of or in any way connected with (a) the use, occupancy, conduct, operation or management of the Premises during the Term, or (b) any work or thing whatsoever done or not done on the Premises during the Term, or (c) any breach or default by Tenant in performing any of its material obligations under this Lease or applicable law, or (d) any negligent, intentionally tortious or other act or omission of Tenant or any of Tenant's Related Parties, or (e) any injury to or death of any person, or damage to any property, occurring on the Premises during the Term (whether or not such event results from a condition existing before the execution of this Lease, provided the Landlord did not conceal such condition), or (f) any material default or material breach by Tenant of any of the Permitted Leasehold Mortgages, whether or not such default or breach is claimed or asserted by any of the Permitted Leasehold Mortgagees, and from and against all expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon (including the reasonable fees of attorneys, investigators and experts), all regardless of whether such claim is asserted during or after the expiration of the Term or any earlier termination of this Lease, but excluding, however, the portion of any liability, claim of liability or expense caused by the gross negligence or willful misconduct of Landlord, its employees or agents. The State shall not be obligated at any time, or be bound by any provisions

hereto which may be prohibited under State law, policy or fiscal rules, including but not limited to requirements that the State obligate funds without an encumbrance, enter into arbitration, or indemnify any other party. In particular, notice of Colorado Revised Statutes Section 24-106-109 is hereby given.

7.5.2 Tenant acknowledges that Landlord's ownership of the Premises in fee simple is the result of a sale transaction in which Tenant initially owned the Premises in fee simple, conveyed the fee simple estate to the Landlord for valuable consideration, and was immediately granted-back this Lease. Tenant acknowledges that the Landlord has had no control or involvement in any existing lease or other similar use agreement that may encumber the Premises on the Effective Date of this Lease, and will have no control or involvement in any sublease agreement that Tenant may enter into after the Effective Date of this Lease. Accordingly, and to induce the Landlord to enter into this Lease, Tenant shall assume and perform all obligations of the Landlord as landlord under any and all existing leases or other similar use agreements over the Premises and any and all subleases that Tenant may enter into after the Effective Date hereof, and, further, shall defend, indemnify and hold harmless Landlord and Landlord's Related Parties against and from any and all liability, claim of liability or expense arising out of or in any way connected with any such lease or sublease or similar use agreement(s), and from and against all expenses and liabilities incurred in connection with any claim or any action or proceeding brought thereon (including the reasonable fees of attorneys, investigators and experts), all regardless of whether such claim is asserted during or after the expiration of the Term or any earlier termination of this Lease, but excluding, however, the portion of any liability, claim of liability or expense caused by the gross negligence or willful misconduct of Landlord, its employees or agents.

7.5.3 To the extent allowable by State law, if allowable at all under State Constitutional limitations, Landlord shall defend, indemnify and hold harmless Tenant and Tenant's Related Parties against and from any and all liability, claim of liability or expense arising out of or in any way connected with (a) any material breach or default by Landlord in performing any of its obligations under this Lease or applicable law, or (b) any grossly negligent, intentionally tortious or other act or omission of Landlord or any of Landlord's Related Parties, or (c) any material default or breach by Landlord under any Mortgage encumbering the Fee Estate, whether or not such default or breach is claimed or asserted by any of the Mortgagees, and from and against all expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon (including the fees of attorneys, investigators and experts), all regardless of whether such claim is asserted during or after the expiration of the Term or any earlier termination of this Lease.

7.5.4 Tenant acknowledges that Landlord is not required to provide security for Persons or property in or about the Project. Subject to Section 7.5.4, Tenant waives and releases any claim against Landlord, in its capacity as Landlord, for injury to or death of any Person and any property damage arising out of or attributable to any criminal activity in or about the Project, specifically including but not limited to, vandalism, theft, burglary, robbery, murder or assault.

7.5.5 Notwithstanding anything in this Section 7.5 to the contrary, in no event shall Tenant be liable to Landlord or Landlord's Related Parties for any condition to the extent caused by Landlord or Landlord's Related Parties.

7.6 Increase in Risk.

(a) Tenant shall not do or permit to be done any act or thing as a result of which either (a) any policy of insurance of any kind covering any or all of the Premises or any liability of Landlord in connection therewith may become void or suspended, or (b) the insurance risk under any such policy would, in the opinion of the insurer thereunder, be made greater; and

(b) if such insurance is maintained by Landlord, Tenant shall pay as Additional Rent the amount of any increase in any premium for such insurance resulting from any breach of such covenant, within 10 days after Landlord notifies Tenant in writing of such increase.

SECTION 8. TENANT IMPROVEMENTS TO PREMISES.

8.1 Construction of Tenant Improvements.

8.1.1 Plans and Specifications. Landlord authorizes Tenant, and Tenant obligates itself, to use its best efforts to construct the Project in substantial accordance with the plans and specifications stamped and approved by the Town, acting in its regulatory capacity, on December 15, 2025, which were previously submitted to and approved by Landlord (collectively, the “**Plans and Specifications**”), and in a manner consistent with the Redevelopment Plan.

8.1.2 Utilities. Prior to the commencement of any construction, excavation, or renovation activities by Tenant, Tenant shall contact all appropriate utility agencies for the purpose of verifying the location, depth and nature of all utilities affecting the Project and any areas bordering upon the Premises.

8.1.3 Alterations. After completion of construction of the Tenant Improvements, Tenant shall not thereafter make any alteration, improvement or addition to the Project, or demolish any portion thereof, which results in any material structural alteration of the Tenant Improvements, change in the current use of the Project, change in the number of Units, or material alteration of the appearance of the exterior of the Project, without first presenting to Landlord complete plans and specifications therefor and obtaining Landlord’s (and CHFA, to the extent required) written consent thereto, which consent shall not unreasonably be withheld, conditioned or delayed so long as, in Landlord’s or CHFA’s reasonable judgment such alteration, improvement, addition or demolition will not violate this Lease, or impair the value of the Project. Any improvements made to the Project by either party hereto shall be made only in good and workmanlike manner using new, materials of the same quality as the original Tenant Improvements, and in accordance with all applicable building codes and other applicable laws.

8.1.4 Safety. Tenant shall comply in all respects with commercially reasonable safety programs promulgated by Landlord, if any, and all governmental or quasi-governmental agencies with jurisdiction over the Project or the Premises. Landlord shall not be responsible for the safety of the site where construction of Tenant Improvements is occurring or for conditions related to the Tenant Improvements or the land on which they are constructed.

8.1.5 Construction Traffic. After the date hereof, and during the period of construction of the Tenant Improvements, Tenant, its contractors, subcontractors, employees, and agents shall utilize public roads to be designated by Landlord to access the Premises for construction purposes, and Tenant shall be responsible for keeping such designated roads and other property in the vicinity of the Premises reasonably free of dirt, mud, and debris which results from

construction related activities on the Premises. Tenant shall pay the costs of repairing any damage to such designated roads and other property in the vicinity of the Premises, other than damage resulting from ordinary wear and tear and latent defects therein, to the extent such damage results from Tenant's construction-related activities on the Premises. Tenant shall hold harmless and indemnify Landlord and its agents and contractors from any loss, cost, claim, or damage, including reasonable attorney fees, arising from such damage.

8.1.6 Construction Trailer. During such periods of time when Tenant is actively engaged in construction of the Tenant Improvements on the Premises, Tenant shall have the right to install, operate and maintain a construction trailer on the Premises. Such construction trailers shall be subject to Landlord's approval with respect to exterior appearance, size, and location, which approval shall not be unreasonably withheld, conditioned or delayed.

8.1.7 Protective Measures. At all times during which Tenant is engaged in the performance of construction activities ("**Construction Activities**"), Tenant shall bear the exclusive responsibility and expense of maintaining all land and improvements (the "**Properties**") owned or maintained by the owners of adjacent land, governmental entities, utility companies, special districts, which are impacted by the Construction Activities. The Properties shall include, but shall not be limited to, streets, curbs, gutters, sidewalks, streetlights, underground utilities, walls, landscaping and irrigation improvements, irrigation ditches, all entry, parking and paving facilities, as well as any other property not owned by Tenant. Tenant shall repair and restore the Properties to their original condition as of the date of commencement of Tenant's work or as subsequently improved prior to termination of the Construction Activities. Tenant shall bear the exclusive responsibility and expense of maintaining erosion control, storm water drainage, weed abatement and street cleaning programs as required by the governmental authority. Tenant shall keep the Premises clean and free of equipment, building materials, dirt, trash, weeds and debris, other than building materials needed immediately for construction of Tenant Improvements. Tenant will protect development work under construction in addition to existing landscape facilities (walls, berms, and streetscape) adjacent to site boundaries by the installation of a temporary chain link fence at the property line or other protective device approved by Landlord. Any damages to existing improvements caused by Tenant or Tenant's contractors will be repaired or replaced at the direction of Landlord at the expense of Tenant. Tenant shall save and protect landscaping located in the medians of any streets within the development from damage caused by Tenant, its employees, agents, contractors and subcontractors. Tenant shall maintain at least one trash receptacle on the Premises at all times when construction activities are taking place thereon, and shall empty such trash receptacle before it overflows, but not less frequently than once per week.

8.1.8 Warranty. Tenant warrants to Landlord that material and equipment furnished in connection with the construction of the Tenant Improvements, or any repair, alteration or addition of the Tenant Improvements, will be of good quality, that all construction work associated with the Tenant Improvements will be free from any material defects, and that such construction work will comply in all material respects with the requirements of the approved Plans and Specifications. All construction work not conforming to these requirements, including substitutions not approved by Landlord, acting in its capacity as landlord, shall be considered defective. Without limiting the indemnification provisions of Section 7, but intending to elaborate thereon, Tenant shall defend, indemnify and hold harmless to the extent allowable by State law Landlord against and from any and all liability, claim of liability or expense arising directly or

indirectly, wholly or in part out of any failure of Tenant's warranties hereunder to be true, complete and accurate in all material respects for a period of 12 months after the completion of the Project.

8.1.9 Completion of Redevelopment. The obligation to develop the Premises in accordance with the Redevelopment Plan shall be deemed satisfied upon issuance of the initial certificate of occupancy for the apartments in the Project by the Town.

8.1.10 Permitted Leasehold Mortgages and Partnership Agreement. Neither Tenant nor any successor in interest to the Premises or any part thereof shall, without the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's sole discretion, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Premises, except an inchoate lien for taxes or municipal obligations; provided, however, that Landlord consents to the Permitted Encumbrances listed in Exhibit C specifically, none of which instruments related to a Permitted Leasehold Mortgage shall encumber any of Landlord's Fee Estate nor be senior to the CHFA Covenant.

With respect to a Permitted Leasehold Mortgage and in certain cases, the Partnership Agreement, the following provisions shall apply:

(i) Tenant shall provide Landlord with a copy of any notice of default from a Permitted Leasehold Mortgagee (which notice may be a copy of that notice which has been served upon Tenant in regard thereto) and Landlord shall be permitted to cure any default by Tenant under the Permitted Leasehold Mortgagee's loan documents, whether the default consists of the failure to pay money or the failure to perform any obligation that Tenant is required to perform pursuant to such loan documents;

(ii) In connection with any Permitted Leasehold Mortgage, Regulatory Agreements and the Partnership Agreement, Landlord acknowledges receipt of a true copy of the Partnership Agreement, together with the name and address of the Limited Partner and the First Mortgage Lender, and the pertinent recording data with respect to the Permitted Leasehold Mortgage as of the Effective Date, that, Landlord agrees that, during the Compliance Period and for so long as such Permitted Leasehold Mortgage or Regulatory Agreements remains a Permitted Encumbrance, the following provisions shall apply:

a. There shall be no cancellation, surrender, or modification of this Lease without the prior written consent of the Limited Partner and the Permitted Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed or conditioned, and any attempt to cancel, surrender or modify the Lease without such consent shall be ineffective;

b. Notwithstanding any other provision of this Lease, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to Tenant's default unless Landlord shall have first given a copy of the written notice of default to the Limited Partner and each Permitted Leasehold Mortgagee and unless the Limited Partner and each Permitted Leasehold Mortgagee shall have failed to cure or cause to be cured the event of default within the Cure Period (defined below); and

c. If Landlord elects to terminate this Lease by reason of any default of Tenant, the Limited Partner and the Permitted Leasehold Mortgagee, and CDOH (if the CDOH Covenant is then in existence) shall not only have the right to nullify any such termination by curing such defaults, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination for the time to cure as provided in Section 14.3 below.

(iii) Notwithstanding any other provision in this Lease which may be to the contrary, no Limited Partner or Permitted Leasehold Mortgagee shall have any obligation to (i) cure any default by Tenant, or (ii) discharge any lien on the Premises with respect to a Permitted Leasehold Mortgagee.

(iv) Landlord agrees that a Permitted Leasehold Mortgagee may upon an event of default under the Permitted Leasehold Mortgage, if such event of default is not cured by Landlord as provided in Section 14.3, hold a foreclosure sale, take title to the Tenant's interest in the Premises, accept a deed to the Leasehold Estate in lieu of a foreclosure sale, sell the Leasehold Estate in the event a Permitted Leasehold Mortgagee takes title to the Premises through a foreclosure or deed in lieu of foreclosure, or exercise any other remedy available to the Permitted Leasehold Mortgagee, all without Landlord's consent. In no event shall the Permitted Leasehold Mortgagee have any interest in the Fee Estate. The Permitted Leasehold Mortgagee shall not have any personal liability under this Lease until such time as the Permitted Leasehold Mortgagee takes title to the Premises. Upon Permitted Leasehold Mortgagee taking title to the Premises, the Permitted Leasehold Mortgagee's liability under the Lease shall be limited to its interest in the Premises, and Permitted Leasehold Mortgagee shall be released from such liability upon their subsequent assignment of such interest. Additionally, upon a default under a Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee may exercise any and all rights under the Permitted Leasehold Mortgage to take possession of the Leasehold Estate.

(v) If the Leasehold Estate and Fee Estate are held by the same owner, such estates shall remain separate and distinct estates and shall not merge without Permitted Leasehold Mortgagee's and any Fee Mortgagee's written consent, except that if there is no Permitted Leasehold Mortgagee and no Fee Mortgagee, then the person holding the Leasehold Estate and Fee Estate may cause such estates to be merged, by a written instrument to that effect, signed by such person.

(vi) Landlord shall give prompt notice to each Permitted Leasehold Mortgagee, CDOH (if the CDOH Covenant is then in existence) and the Limited Partner if this Lease is terminated for any reason, including a termination by any rejection of the Lease in a bankruptcy proceeding, or if Tenant fails to exercise any option to extend the term of this Lease, together with a statement of all unpaid sums due under the Lease but for its termination. The most senior Permitted Leasehold Mortgagees or its permitted designee shall have 60 days from such notice to enter into a new lease ("**New Lease**") with Landlord on terms identical to this Lease for the remainder of the Term or extended Term of this Lease, provided that, any uncured Events of Default under this Lease shall not be deemed to be uncured Events of Default under the new lease between Landlord and the Permitted Leasehold Mortgagee. A Permitted Leasehold Mortgagee shall exercise its right to a New Lease by giving notice to Landlord, and paying the amounts listed in Landlord's statement which are due to Landlord in accordance with this Lease, which payment shall be without prejudice to the Permitted Leasehold Mortgagee's right to contest the amounts

paid. Landlord and the Permitted Leasehold Mortgagee shall execute the New Lease within 10 business days of the Permitted Leasehold Mortgagee's notice to Landlord. If the Permitted Leasehold Mortgagee fails to exercise its right to a New Lease within the 60-day period provided under this Section 8.1.10(vi), each other Permitted Leasehold Mortgagee hereunder, in order of lien priority, shall have the same rights to a New Lease as the Permitted Leasehold Mortgagee upon cure of any default, exercisable within 10 days after the expiration of the foregoing 60-day period. Nothing in this Lease obligates a Permitted Leasehold Mortgagee to enter into a New Lease.

(vii) Each Permitted Leasehold Mortgagee, CDOH (if the CDOH Covenant is then in existence) and the Limited Partner shall be permitted 30 days after the later of (i) the expiration of any cure period provided Tenant under this Lease for the default in question and (ii) receipt by that Permitted Leasehold Mortgagee or Limited Partner, respectively, of notice of the Event of Default from Landlord (which notice may be a copy of that notice which has been served upon Tenant in regard thereto) (the “**Cure Period**”) to cure any default by Tenant, whether an Event of Default consists of the failure to pay money or the failure to perform any other obligation which Tenant is required to perform; provided however that if the Event of Default is non-monetary and cannot reasonably be completed within such 30 day period, each Permitted Leasehold Mortgagee, CDOH (if the CDOH Covenant is then in existence) and the Limited Partner shall be provided an additional period of up to 120 days to cure such non-monetary default provided that such Permitted Leasehold Mortgagee, CDOH (if the CDOH Covenant is then in existence) or Limited Partner is diligently pursuing such cure during such extended period. If there shall be any non-monetary default that is personal to the Tenant and not capable of cure by the Permitted Leasehold Mortgagee or CDOH, there shall be no required cure by the Permitted Leasehold Mortgagee or CDOH and notwithstanding anything in this Lease to the contrary in respect thereof, Landlord shall have no right to terminate the lease without entering into a direct lease with the Permitted Leasehold Mortgagee or CDOH which lease shall have substantially the same terms as this Lease, including those terms and conditions applicable to the use of the Premises. Additionally, Landlord agrees that it will take no action to effect a termination of this Lease by reason of any default without first giving to Limited Partner, if the Limited Partner has provided Landlord with written notice of its intention to, within a reasonable time, not to exceed sixty (60) days (or if the Limited Partner is diligently pursuing the same, not to exceed 120 days), to replace the General Partner and/or to admit an additional general partner and cause the new general partner to cure any Event of Default; provided, however, that as conditions of such forbearance, Landlord must receive notice of the substitution of any general partner of Tenant within twenty (20) days following the expiration of the cure period given through Landlord's notice to the Limited Partner, and Tenant, following such substitution of any general partner shall thereupon proceed with due diligence to cure such default.

(viii) Landlord agrees to accept payment or performance by each Permitted Leasehold Mortgagee, CDOH (if the CDOH Covenant is then in existence) or Limited Partner as though the same had been done by Tenant.

(ix) Landlord agrees that, in connection with any construction loan or permanent loan sought by Tenant in connection with the Premises, Landlord will execute and deliver an estoppel certificate, if requested by Tenant or the lender in connection with such loan certifying: (A) that the Lease is in full force and effect, (B) whether the Lease has been amended, (C) the date through which rent has been paid, (D) that Landlord has and continues to

consent to the Permitted Leasehold Mortgage, and (E) that there are no known or pending defaults under the Lease.

(x) If any Permitted Leasehold Mortgagee's rights against Tenant remain applicable after the Lease has terminated, such rights shall survive the termination.

(xi) Landlord shall cause any mortgage encumbering the Fee Estate to subordinate to any new lease entered into whereby the Permitted Leasehold Mortgagee succeeds to Tenant's interest in the Leasehold Estate. Any existing mortgage on the Fee Estate shall be subordinate to the Leasehold Estate.

(xii) Any additional leasehold mortgage shall be subordinate to the Permitted Leasehold Mortgages.

(xiii) A Permitted Leasehold Mortgage may not encumber the Fee Estate nor be an encumbrance on the Fee Estate that is senior to the CHFA Covenant, and no foreclosure of a Permitted Leasehold Mortgage shall ever result in a foreclosure of the Fee Estate or termination of the CHFA Covenant.

(xiv) Tenant shall be entitled to refinance any Permitted Leasehold Mortgage on commercially reasonable terms without Landlord's consent.

(xv) This Lease may be assigned, without the consent of Landlord, to or by a Permitted Leasehold Mortgagee or its nominee, pursuant to foreclosure or similar proceedings, or the sale, assignment, or other transfer of this Lease in lieu thereof, and such Permitted Leasehold Mortgagee shall be liable to perform the obligations herein not personal to the Tenant imposed on Tenant only during the period it is in possession or ownership of the Leasehold Estate. Any such permitted Leasehold Mortgagee shall not be required to cure any outstanding defaults in order to succeed to Tenant's interests under the Lease.

8.2 Mechanics' or Other Liens.

(a) Tenant shall (a) within 60 days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Premises or any other property owned or leased by Landlord, by reason of labor or materials provided for or about any or all of the Premises during the Term, or otherwise arising out of Tenant's use or occupancy of any or all of the Premises, and (b) defend, indemnify and hold harmless to the extent allowable by State law Landlord against and from any and all liability, claim of liability or expense, including that of reasonable attorney's fees, incurred by Landlord on account of any such lien or claim.

(b) If Tenant fails to discharge any such lien described in Section 8.2 within 60 days after it first becomes effective against any of the Premises, then, in addition to any other right or remedy held by Landlord on account thereof, Landlord may (a) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings, or (b) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Tenant shall reimburse Landlord promptly upon Landlord's demand therefor for any amount paid by Landlord to discharge any such lien and all expenses incurred by Landlord in connection therewith, together

with interest thereon at a rate equal to the lesser of (a) 4% above the Prime Rate (as defined below), per annum from the respective dates of Landlord's making such payments or incurring such expenses (all of which shall constitute Additional Rent), until such payments or expenses, together with all interest accrued thereon, have been paid in full to Landlord. For purposes hereof, the "**Prime Rate**" shall mean the greater of (a) that prime rate published by the Wall Street Journal or successor newspaper, or (b) 12%.

(c) Nothing in this Lease shall be deemed in any way (a) to constitute Landlord's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Premises, or (b) to give Tenant any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialman's' lien against any or all of the Premises or Landlord's estate or interest therein, or (c) to evidence Landlord's consent that the Premises be subjected to any such lien.

8.3 **Fixtures.** Any and all improvements, repairs, alterations and all other property attached to or otherwise installed as a fixture within the Premises by Landlord or Tenant shall, immediately on the completion of their installation, become part of the Units and remain with the Units at the expiration or earlier termination of this Lease, except that any machinery, equipment or fixtures installed by Tenant at no expense to Landlord and used in the conduct of Tenant's trade or business (rather than to service the Premises generally) and not part of the Equipment shall remain Tenant's property, and shall be removed from the Premises by Tenant at the end of the Term and any damage to the Premises caused by such removal shall be repaired at Tenant's expense.

8.4 **Joinder.** Without limiting Landlord's obligations under any other provision of this Lease, Landlord shall, promptly at Tenant's request and expense at any time during the Term (and provided that Landlord thereby assumes no liability or obligation), join in any and all applications for building permits, subdivision plat approvals, easements, public works or other agreements and permits for sewer, water or other utility services, other instruments of dedication or other permits or approvals, the granting of or entry into which by any governmental, quasi-governmental authority or other utility providers having jurisdiction over the Premises is necessary to permit the construction, rehabilitation, development, improvement, use and occupancy of the Premises for the purposes permitted by this Lease, without violating applicable law.

8.5 **Signs.** Tenant shall have the right to erect about the Units, in accordance with applicable law, such signs as it desires and are approved by Landlord, acting in its capacity as landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and the Town, acting in its regulatory capacity; provided that any such sign has been approved by all architectural review committees having jurisdiction over any portion of the Premises pursuant to any Permitted Encumbrance, if any. Moreover, Tenant shall erect, at Tenant's expense, and upon the reasonable request of Landlord, about the Units, in accordance with applicable law, such signs as Landlord desires in order to advise the public of Landlord's participation in the Project, subject to the limitations set forth in the prior sentence.

SECTION 9. REPAIRS AND MAINTENANCE.

9.1 **Repairs.** Tenant shall, throughout the Term and at its expense,

(a) take good care of the Premises and keep it in good order and condition; and

(b) promptly make any and all repairs, ordinary or extraordinary, foreseen or unforeseen, to the Premises (including the landscaping thereon) as are necessary to maintain it in good condition (including any and all such repairs to any roof, foundation, exterior wall, and structural components, and to the plumbing, heating, ventilating, air-conditioning, electrical and other systems for the furnishing of utilities or services to the Premises), and replace or renew the same where necessary (using replacements at least equal in quality and usefulness to the original improvements, equipment or things so replaced), and Landlord shall have no obligation hereunder as to the same.

9.2 **Maintenance.** Tenant shall keep and maintain all of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice in accordance with applicable Town code.

9.3 **Landscaping.** Tenant shall keep and maintain all of the landscaping on the Premises in accordance with applicable Town code.

SECTION 10. LANDLORD'S RIGHT OF ENTRY.

10.1 **Inspection and Repair.** Subject to the rights of any Resident under a Tenancy Agreement, Landlord and its authorized representatives shall be entitled to enter the Project and Units and the rest of the Premises at any time during Tenant's business hours and at any other reasonable time, upon reasonable advance notice of at least 48 hours (except in the case of emergency), to (a) inspect the Premises at any time upon prior written notice, and (b) make any repairs thereto and take any other action therein which is required by applicable law, or which Landlord is permitted to make by any provision of this Lease, after giving Tenant prior written notice of Landlord's intention to take such action (provided, that in any situation in which, due to an emergency or otherwise, the health, welfare or safety of the Residents or physical condition of the Project and Units or any other part of the Premises would be unreasonably jeopardized unless Landlord were to take such action immediately, Landlord shall give such notice, if any, to Tenant as is reasonable under the circumstances, and may enter the same at any time). Nothing in this Section shall be deemed to impose any duty upon Landlord to make any such repair or take any such action, and Landlord's performance thereof shall not constitute a waiver of Landlord's right hereunder to have Tenant perform such work. Landlord may, while taking any such action upon the Premises, store therein any and all necessary materials, tools and equipment, and Tenant shall have no liability to Landlord for any damage to or destruction of any such materials, tools and equipment, except if and to the extent that such damage or destruction is proximately caused by the negligence or intentional conduct of Tenant or its agents and employees. Except as caused by Landlord's or Landlord's agent's gross negligence or willful misconduct, Landlord shall not in any event be liable to Tenant for any inconvenience, annoyance, disturbance, loss of business or other damage sustained by Tenant by reason of the making of such repairs or the taking of such action, or on account of the bringing of materials, supplies and equipment onto the Premises during the course thereof, and Tenant's obligations under the provisions of this Lease shall not be affected thereby. During such access, Landlord shall be responsible to third parties for any and all loss or damage occasioned by its entrance onto the Premises and use its good faith, reasonable efforts to minimize any interference or disruption of Tenant's work or Tenant's use or operation of the

Premises. Tenant shall have the right to have a representative present during any such entry by Landlord or its authorized representative.

10.2 Exhibiting the Premises. Landlord and its business invitees may after giving at least 24 hours' prior written notice thereof to Tenant and the property manager, and subject to the rights of any Resident under a Tenancy Agreement, enter the Project and the Units and the rest of the Premises to exhibit the Premises for purposes of (a) to the extent permitted under this Lease, pledging any or all of Landlord's right, title, and interest in and to the Premises or under this Lease, (b) during the last 24 months of the Term (or at any time after Landlord or Tenant has exercised any right to terminate this Lease which it holds hereunder), leasing the Premises to any prospective tenant thereof, and (c) exhibiting the same to any governmental or quasi-governmental authorities or other third-parties which may have an interest in developments similar to the Premises or similarly financed or for any other business purpose; provided that in doing so Landlord and each such business invitee observes all reasonable safety standards and procedures which Tenant may require. In exercising its rights under this Section 10.2, Landlord shall use its good faith, reasonable efforts to minimize any interference or disruption of Tenant's work or Tenant's use or operation of the Premises. Tenant shall have the right to have a representative present during any such entry by Landlord or its authorized representative.

SECTION 11. FIRE AND OTHER CASUALTIES.

11.1 Where Cost of Restoration Exceeds Specified Sum. If any or all of the Premises is damaged or destroyed, Tenant shall (a) immediately notify Landlord thereof if the cost of restoration on account thereof equals or exceeds \$25,000, (b) for so long as any Permitted Leasehold Mortgage is in place, restore the Project as provided in the Permitted Leasehold Mortgage, provided that the Permitted Leasehold Mortgage permits restoration whenever feasible, regardless of the dollar amount of such damage or loss and regardless of whether the cost of restoration is less than or greater than \$25,000, commence and complete restoration with reasonable diligence at Tenant's expense, as nearly as possible to the Premises' value, condition, and character immediately before such damage or destruction, to the extent that adequate insurance proceeds are made available to Tenant by the applicable insurers and Permitted Leasehold Mortgagees, and (c) if no Permitted Leasehold Mortgage is in place, promptly restore or repair the Premises and provide any additional funds necessary to restore or repair the Premises in the event any insurance proceeds are not sufficient. Such restoration shall be consistent with the Redevelopment Plan and in accordance with plans and specifications approved in writing by Landlord, acting in its capacity as landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

11.1.1 All insurance proceeds (other than any proceeds which are separately paid on account of any damage to or destruction of Tenant's personal property, inventory or work-in-process, all of which shall be paid to Tenant) payable as a result of such casualty identified in the previous Section 10.1.1 under policies of insurance held by or for the account of Tenant pursuant to Section 7 against such casualty and received by Tenant, any Permitted Leasehold Mortgagee or the Depository, as the case may be (less such reasonable attorneys' fees or other expenses as are incurred by the Permitted Leasehold Mortgagee, the Depository, Landlord or Tenant in the collection thereof, which shall be paid out of such proceeds), for so long as any Permitted Leasehold Mortgage is in place, shall be paid to the First Mortgage Lender and distributed pursuant to the First Mortgage Lender requirements, and then applied as set forth in the remaining Permitted

Leasehold Mortgage(s). Thereafter, such insurance proceeds:

- shall be paid to the Depository, and
- shall, unless Tenant is in default hereunder, be paid by the Depository to Tenant or as Tenant may direct, from time to time as such restoration progresses, to pay or reimburse Tenant for the cost of such restoration, upon Tenant's written request accompanied by evidence satisfactory to Landlord that an amount equaling the amount requested is then due and payable or has been paid, and is properly a part of such cost, and that the net insurance proceeds not yet advanced will be sufficient to complete such restoration, and if the same are not sufficient to complete such restoration, Tenant has deposited the shortfall in the Depository. Before such construction commences and at any time thereafter upon notice to it from Landlord, Tenant shall deposit with the Depository such sums as are required (in addition to any amount then held by the Depository for such purpose) to complete such restoration. Upon receipt by Landlord of evidence satisfactory to them that such restoration has been completed and the cost thereof paid in full, and that no mechanics', materialmen's or similar lien for labor or materials supplied in connection therewith may attach to the Project, the balance, if any, of such proceeds shall be paid to Tenant or as it may direct.

11.1.2 Regardless of any contrary provision herein, in the event that Tenant shall determine, subject to the rights of the Permitted Leasehold Mortgagee and upon Limited Partner's consent, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Tenant Improvements and/or the Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty and/or the Permitted Leasehold Mortgagee will not permit such use of insurance proceeds, then Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. If Tenant terminates this Lease pursuant to Section 12.5, Tenant shall surrender possession of the Premises to Landlord, immediately and assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises, subject to the prior rights of any Permitted Leasehold Mortgagee therein, as referenced below. In the event that this Lease is terminated pursuant to this Section hereof, the insurance proceeds received as the result of such casualty shall be distributed as follows: (a) first, if a Permitted Leasehold Mortgage is in place, to the Permitted Leasehold Mortgagee to the extent of any indebtedness then owed to such Permitted Leasehold Mortgagee payable in the respective recording order of priority; (b) second, the balance, if any, of such insurance proceeds shall be paid to Tenant or, if applicable, as set forth above, assigned or paid over to Landlord.

11.2 **No Termination.** Except during the last 18 months of the Term, and unless the Permitted Leasehold Mortgage has been satisfied, no total or partial damage to or destruction of any or all of the Premises shall entitle Tenant to surrender or terminate this Lease, or shall relieve Tenant from its liability hereunder to pay in full the Annual Rent, any Additional Rent and all other sums and charges which are otherwise payable by Tenant hereunder, or from any of its other obligations hereunder, and Tenant hereby waives any right now or hereafter conferred upon it by statute or otherwise, on account of any such damage or destruction, to surrender this Lease, to quit or surrender any or all of the Premises, or to have any suspension, diminution, abatement or reduction of the Annual Rent or any Additional Rent or other sum payable by Tenant hereunder (except that, if and to the extent that Landlord has, on account of any such Rent or other sum, received for its own account the proceeds of any rent insurance pursuant to the provisions of this Lease, Tenant shall be entitled to a credit therefor against its obligations hereunder to pay such Rent and other sums, by applying such credit toward the unpaid installments of Annual Rent in the order in which they fall due hereunder).

SECTION 12. CONDEMNATION.

12.1 **Notice of Taking.** Upon receipt by either Landlord or Tenant of notice of the institution of any proceedings for the taking or condemnation of all or a portion of the Premises by the government of the United States, State of Colorado, the Town or any other governmental authority, or any corporation under the right of eminent domain (a “**Taking**”), the party receiving such notice shall promptly give notice thereof to the other party and to the Permitted Leasehold Mortgagee, and such other party and Permitted Leasehold Mortgagee may also appear in such proceeding and be represented by counsel, who may be counsel for the party receiving such notice. The time a Taking is deemed to occur shall be the earlier of (a) the date when the entity effecting the Taking is authorized by agreement, stipulation, or court order to take possession of the relevant portion of the Premises, or (b) the date of trial or hearing to assess the final compensation due for the Taking.

12.2 **Special Account.** The full amount of any award whether pro tanto or final for any Taking (the “**Award**”), shall, notwithstanding any allocation made by the awarding authority, and subject to the provisions of any Permitted Leasehold Mortgage, be paid, and allocated as set forth below provided that there shall first be deducted from the Award in the order stated (A) all reasonable fees and expenses of collection, including reasonable attorney’s fees and experts’ fees, which shall be paid to the party which has incurred such fees and expenses, (B) any rental amount due and outstanding prior to the Taking owed by Tenant, which shall be paid to Landlord, (C) any outstanding amounts secured by Permitted Leasehold Mortgages to the extent required under such Permitted Leasehold Mortgages, which shall be paid to the Permitted Leasehold Mortgagees in their respective order of priority; and (D) any outstanding amounts secured by Fee Mortgages to the extent required under such Fee Mortgages, which shall be paid to the Fee Mortgagees in their respective order of priority. In the event that the terms of the Permitted Leasehold Mortgage provide for the allocation of the proceeds of an Award, the terms of the Permitted Leasehold Mortgage shall control.

In the event of a Total Taking, pursuant to Section 12.3, or a Partial Taking, pursuant to Section 12.4, the Award shall be allocated (i) to the Permitted Leasehold Mortgagee in accordance with the terms of the Permitted Leasehold Mortgage, or, if the Permitted Leasehold Mortgage has

been satisfied, (ii) to (x) the Landlord, an amount equal to the product of the amount allocated to the Premises multiplied by the Landlord's Percentage (hereafter defined), and (y) the Tenant, an amount equal to the product of the amount allocated to the Premises multiplied by the Tenant's Percentage (hereafter defined). The "**Lease Parcel Value**" shall equal

the fair market value, at the time of the Taking, of the affected portion of the Land, taking into account valuation impacted by this Lease, and any other encumbrances on the Fee Estate, including any regulatory agreements or use agreements. The “**Improvements Value**” shall equal the fair market value of the Tenant Improvements, Units, and Equipment as of the date of the Taking, and the value of the federal low income tax credit benefits associated with the Land lost or recaptured by reason of the takings. The “**Landlord’s Percentage**” shall equal the residual fair market Lease Parcel Value as of the expiration of the Term, divided by the sum of the Lease Parcel Value and the Improvements Value. The “**Tenant’s Percentage**” shall equal the Improvements Value plus, if this Lease will not be terminated, the fair market value, at the time of the Taking, of the affected portion of the Land for the remaining Term of the Lease, divided by the sum of the Lease Parcel Value and the Improvements Value. The portion of the Award so allocated to the Landlord shall be known herein as the “**Landlord’s Award**,” and the portion so allocated to the Tenant shall be known herein as the “**Tenant’s Award**.”

12.3 **Total Taking.** In the event of a permanent Taking of the fee title to or of control of the Premises or of the entire Leasehold Estate hereunder (a “**Total Taking**”), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any rental payable or obligations owed by Tenant to Landlord as of the date of said Total Taking shall be paid or otherwise carried out in full.

12.4 **Partial Taking; Procedures and Criteria for Course of Action.** In the event of a permanent Taking of less than all of the Premises (a “**Partial Taking**”),

(i) if Tenant, with the consent of the Limited Partner and Permitted Leasehold Mortgagee, not to be unreasonably withheld, conditioned, or delayed, reasonably determines that the continued use and occupancy of the remainder of the Premises by Tenant is or can reasonably be made to be economically viable, structurally sound, consistent with and subject to the provisions of all Permitted Leasehold Mortgages and otherwise feasible based upon the amount of eminent domain proceeds and any available other funds of Tenant as, at Tenant’s option, are demonstrably available for the purpose of paying for such restoration (the “**Restoration Criteria**”), then the Premises shall be restored pursuant to Section 12.5.

(ii) if the Tenant, with the consent of the Limited Partner and Permitted Leasehold Mortgagee, not to be unreasonably withheld, conditioned, or delayed, determines that the continued use and occupancy of the remainder of the Premises by Tenant is not or cannot be made to be economically viable, structurally sound, consistent with and subject to the provisions of all Permitted Leasehold Mortgages and otherwise feasible, then this Lease shall be terminated pursuant to Section 12.6.

12.5 **Restoration.** If a decision is made pursuant to Section 12.4 to restore the remainder of the Premises, Tenant and Landlord shall reasonably agree upon and approve plans and specifications to modify the remaining Premises, which plans and specifications must also comply with then-applicable laws, including Town code. Upon obtaining the approval of said plans from all necessary parties, Tenant shall promptly proceed, at its expense, to commence and complete the restoration pursuant to the provisions of this Section. Tenant may use the entire Tenant’s Award for such restoration, and may retain for its own use any portion of Tenant’s Award remaining after the completion of the restoration subject to the rights of Landlord to require that any such excess be applied first to the extent necessary to pay any outstanding rental owed by

Tenant to Landlord pursuant to this Lease. If Tenant has decided pursuant to Section 12.4 to restore the remainder of the Premises, and if the cost of the restoration shall exceed the amount of Tenant's Award, the deficiency shall be paid by Tenant. Tenant's obligation hereunder shall not be affected by the unavailability or insufficiency of Tenant's Award, except to the extent that Tenant's Award is unavailable by virtue of the failure or refusal of Landlord to release it to Tenant to pay for restoration.

12.6 Termination upon Non-Restoration. Following a Partial Taking, if a decision is made by Tenant pursuant to Section 12.4 that the remaining portion of the Premises is not to be restored: (a) Tenant shall surrender the Premises to Landlord; (b) to the extent made available by the Permitted Leasehold Mortgagees, Tenant shall pay to Landlord such portion of the Tenant's Award as is reasonably determined by Landlord and Tenant, subject to the reasonable approval of the Permitted Leasehold Mortgage, to be necessary to ensure (i) the remaining portion of the Tenant Improvements is restored to a legally compliant condition with design characteristics reasonably consistent with the existing Tenant Improvements or (ii) any demolished portion of the Tenant Improvements is razed and restored to a legally compliant condition that is reasonably consistent with the condition of the rest of the Premises; and (c) this Lease shall thereupon be terminated without liability or further recourse to the parties hereto, provided that any rental or obligations owed by Tenant to Landlord as of the date of the Taking shall have been paid in full. Tenant's Award shall be applied to the extent necessary to pay such amounts.

12.7 No Waiver. No provisions in this Lease shall limit the rights of either Landlord or Tenant to seek compensation from a condemning authority as provided by statute, common law, the State of Colorado, or the United States Constitution.

SECTION 13. ASSIGNMENT AND SUBLETTING.

13.1 Prohibited Transfers.

(i) Tenant acknowledges that Landlord has entered into this Lease because of Tenant's financial strength, goodwill, ability and expertise and that, accordingly, this Lease is one which is personal to Tenant. Tenant agrees for itself and its successors and assigns in interest hereunder that it will not, other than by the Permitted Leasehold Mortgages: (i) assign this Lease or any of its rights under this Lease as to all or any portion of the Premises, or (ii) make or permit any voluntary or involuntary total or partial sale, lease (other than the leases of Units in the ordinary course of business), assignment, conveyance, mortgage, pledge, encumbrance or other transfer of any or all of the Premises or the occupancy or use thereof, other than in accordance with this Lease (each of which is hereinafter referred to as a "**Transfer**"), without first obtaining Landlord's express written consent thereto pursuant to this Section 13.

(ii) So long as a proposed Transfer does not result in a party other than Tenant owning, holding, leasing, or subleasing (other than leases of Units in the ordinary course of business) all or any part of the Leasehold Estate, Landlord's consent to such Transfer shall not be unreasonably withheld, conditioned, or delayed. For all other proposed Transfers, Landlord may withhold or grant its consent in its sole discretion, provided that consent shall not be unreasonably withheld, conditioned, or delayed so long as the proposed transferee is a Qualified Transferee. A "Qualified Transferee" means a Person (a) that has the financial capacity to satisfy all of Tenant's obligations under the Lease, and (b) that either (i) owns or operates (or whose direct

or indirect owners own or operate) not less than 200 individual rental apartment units in the aggregate during the 24-month period preceding such proposed Transfer, or (ii) has retained a property manager or asset manager for the Premises and such property manager or asset manager is a Person that owns or operates not less than 200 individual rental apartment units in the aggregate during the 24-month period preceding such proposed Transfer.

(iii) Consent shall not be deemed to have been given by Landlord's acceptance of the payment of Rent after any such Transfer occurs with or without Landlord's knowledge, or by any other act or failure to act by Landlord other than the giving of such express written consent. Landlord shall be entitled, at its sole discretion, to condition its consent to any Transfer upon the condition of the proposed transferee's entry (other than a Permitted Leasehold Mortgagee) into an agreement with and in form and substance satisfactory to Landlord, providing for such transferee's assumption of all of Tenant's obligations hereunder.

(iv) Any person to whom any Transfer is attempted without the consent required by this Section 13 shall have no claim, right or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same.

(v) In addition, Tenant's right to transfer the Tenant Improvements or Tenant's interest in the Premises is subject to the Right of First Offer and Refusal Agreement to be entered into by the parties concurrently with this Lease, the form of which is attached as Exhibit E.

13.2 Permitted Transfers. Notwithstanding anything to the contrary set forth elsewhere in this Section 13, the following shall be permitted Transfers and shall not require the Landlord's consent, provided that Tenant must provide Landlord with at least 20 days' advance notice: (1) transfer of title to the Premises to a Permitted Leasehold Mortgage pursuant to foreclosure or assignment or deed in lieu thereof, and any subsequent transfer by such Permitted Leasehold Mortgagee or other assignee, designee or purchaser at the foreclosure sale, (2) any transfers permitted under any Regulatory Agreements, (3) any transfer in the ordinary course of business encumbering the Premises including any residential lease and any utility and access easement, (4) any transfer required by LIHTC Housing Requirements or the Regulatory Agreements, subject to the rights of any Permitted Leasehold Mortgagee and the terms of the Permitted Leasehold Mortgage, (5) any transfer pursuant to the Partnership Agreement by the Limited Partner of its interests in Tenant, (6) any transfer in the Limited Partner itself, or (7) any transfer to FCHDA pursuant to any Right of First Offer Agreement between Tenant and FCHDA. Despite anything in this Lease to the contrary, Landlord's consent is required for any change to the General Partner (or majority ownership or control of the General Partner) except for the removal and replacement of the General Partner pursuant to the Partnership Agreement. Landlord's consent to replacement of the General Partner shall not be unreasonably withheld provided the replacement general partner meets Landlord's then- current approval standards for affordable housing owners in the Town.

13.3 Effect on Obligations. No such Transfer shall alter or impair the obligations hereunder of Tenant or any other Person constituting Tenant or holding any interest hereunder before any such Transfer.

13.4 Binding on Successors and Assigns. Subject to the foregoing provisions of this Section 13, this Lease shall be binding on and inure to the benefit of the successors and assigns of the Landlord and Tenant, except that Tenant may not assign or sublet (other than the leases of

Units in the ordinary course of business) its interest in this Lease without the prior written consent of the Landlord (provided, this provision shall not apply to any Permitted Leasehold Mortgagee that becomes the tenant hereunder). Any attempted transfer without such consents shall be null and void. The covenants, conditions and restrictions contained herein shall be construed as covenants running with the Land and the Premises, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Land or the Premises is and shall be conclusively deemed to have consented and to have agreed to every covenant, condition and restriction contained in this Lease, whether or not any reference to this Lease is contained in the instrument by which such person acquires an interest.

13.5 **Transfer by Landlord.** After 5 business days' notice to Tenant, Landlord may transfer its interest in the Fee Estate and the Premises, subject to this Lease and any mortgage of the Fee Estate.

SECTION 14. DEFAULT.

14.1 **Definition.** As used in this Lease, each of the following events, once any applicable notice required in this Lease has been given, and any applicable cure periods have lapsed without such event having been cured, shall constitute an “**Event of Default**”:

(a) If Tenant fails, on or before August 1, 2027, to close and receive funding on one or more construction loans, grant funds, or other financing sources in an amount necessary to complete the Project;

(b) if Tenant fails (a) to pay any Annual Rent, Additional Rent or other sum which it is obligated to pay under this Lease, when and as it is due and payable hereunder and without demand therefor, and such failure shall continue for a period of 30 days after notice thereof has been given by Landlord to Tenant, or (b) to perform any of its obligations under this Lease in all material respects, including an obligation to construct the Tenant Improvements in the manner and within the time frame contemplated hereunder, and such failure shall continue for a period of 60 days after notice thereof has been given by Landlord to Tenant;

(c) Tenant becomes insolvent, files a petition for protection under the U.S. Bankruptcy Code (or similar law) or a petition is filed against Tenant under such laws that is not dismissed within 90 days after the date of such filing, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due;

(d) A first lien Permitted Leasehold Mortgagee, in connection with a proposed foreclosure of the Premises, files a notice of election and demand demonstrating that such mortgagee has commenced foreclosure proceedings with respect to the Premises;

(e) if Tenant fails to comply in all material respects with Tenant's obligations under any instrument, lease, mortgage or other agreement to which Landlord is a party and for which a default under this Lease would constitute a default under such instrument, lease, mortgage or other agreement, which failure is not cured by Tenant within any permissible cure period provided in such instrument, lease, mortgage or other agreement; or

(f) Tenant fails to comply in any material respect with any obligation

of this Lease under which Tenant is to comply or cause the Project to comply with any provision of a Regulatory Agreement, including but not limited to the provisions of the CHFA Grant Agreement, and such failure shall continue for a period of 60 days after notice thereof has been given by Landlord to Tenant.

Notwithstanding the foregoing, a default shall constitute an Event of Default only after notice has been provided to Tenant, Limited Partner and each Permitted Leasehold Mortgagee, and to CDOH (if the CDOH Covenant is then in existence) and all applicable cure periods have elapsed.

14.2 Notice; Grace Period; Limitation on Remedies. Landlord shall provide written notice of any Event of Default to Tenant, Limited Partner, CDOH (if the CDOH Covenant is then in existence), and all Permitted Leasehold Mortgagees. Each noticed party shall have the right to cure such Event of Default, and Landlord shall not terminate this Lease for such Event of Default unless and until Landlord has given such Permitted Leasehold Mortgagees, CDOH, and the Limited Partner notices of such default and such parties have initiated curing such default upon the later of (i) the expiration of any applicable Tenant cure period, and (ii) Limited Partner's, CDOH's or Permitted Leasehold Mortgagee's receipt of notice of default. If such Event of Default cannot be reasonably cured within 60 days, then each of the Permitted Leasehold Mortgagees, CDOH, and the Limited Partner shall have such additional time as it shall reasonably require to cure such default, so long as Tenant, its Limited Partner, CDOH or a Permitted Leasehold Mortgagee is proceeding with reasonable diligence and such default is capable of being cured, but in no event more than an additional 120 days. For any Event of Default that cannot be cured without possession of the Premises, Landlord shall allow such additional time as shall reasonably be required to prosecute and complete a foreclosure or equivalent proceeding and obtain such possession including time to obtain relief from a bankruptcy stay in Tenant's bankruptcy. If a Permitted Leasehold Mortgagee completes a foreclosure of its Leasehold Mortgage or otherwise diligently exercise its rights and remedies hereunder, then Landlord shall waive any Events of Default having occurred prior to the date of such foreclosure which Events of Default are of a nature that cannot reasonably be cured by such Mortgagee, including, but not limited to, any Event of Default related to bankruptcy of the Tenant or other non-monetary Events of Default which, by their nature, cannot be cured by any party other than Tenant.

14.3 Landlord's Rights on Event of Default.

(a) If an Event of Default occurs, Landlord may (subject to the provisions of Section 14.2) take any or all of the following actions:

(i) re-enter and repossess any or all of the Premises and any or all Tenant Improvements thereon and additions thereto in any manner permitted by Colorado law;

(ii) declare the amount of any accrued but deferred Annual Rent for the remainder of the Term to be due and payable immediately, and collect such balance in any manner not inconsistent with applicable law; provided that if Landlord elects to relet any or all of the Premises following such acceleration of Annual Rent, the provisions of Section 14.3(a) shall be applicable to the rights of Landlord and Tenant. Accelerated payments payable hereunder shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment of Annual Rent in advance;

(iii) subject to Section 10.1(b) of this Lease and subsection (f)

below, terminate this Lease by giving written notice of such termination to Tenant, Permitted Leasehold Mortgagees, CDOH (if the CDOH Covenant is then in existence), and Limited Partner, which termination shall be effective as of the date of such notice or any later date therefor specified by Landlord therein (provided, that without limiting the generality of the foregoing provisions of this Section 14.3(a)), Landlord shall not be deemed to have accepted any abandonment or surrender by Tenant of any or all of the Premises or Tenant's Leasehold Estate under this Lease unless Landlord has so advised Tenant expressly and in writing, regardless of whether Landlord has re-entered or relet any or all of the Premises or exercised any or all of Landlord's other rights under this Section or applicable law); and, on the date specified in such notice, Tenant's right to possession of the Premises will cease and the Leasehold Estate conveyed by this Lease upon Tenant shall revert in Landlord; provided, however, such termination or revesting of the Leasehold Estate and the re-entry by Landlord shall be subject to and limited by and shall not defeat, render invalid, or limit in any way the rights under any Permitted Leasehold Mortgage or Regulatory Agreement, and shall be subject to all rights of any Permitted Leasehold Mortgagee provided for herein;

(iv) relet any or all of the Premises, with or without any additional premises, for any or all of the remainder of the Term (or, if this Lease has then been terminated, for any or all of the period which would, but for such termination, have constituted the remainder of the Term) or for a period exceeding such remainder, on such terms and subject to such conditions as are acceptable to Landlord in its sole discretion (including the alteration of any or all of the Premises in any manner which, in Landlord's judgment, is necessary or desirable as a condition to or otherwise in connection with such reletting, and the allowance of one or more concessions or "free-rent" or reduced-rent periods), and collect and receive the rents therefor. Anything in this Lease or applicable law to the contrary notwithstanding, (i) Landlord shall not have any duty or obligation to relet any or all of the Premises as the result of any Event of Default, or any liability to Tenant or any other person for any failure to do so or to collect any rent or other sum due from any such reletting; (ii) Tenant shall have no right in or to any surplus which may be derived by Landlord from any such reletting, if the proceeds of such reletting exceed any Rent, installment thereof or other sum owed by Tenant to Landlord hereunder; and (iii) Tenant's liability hereunder shall not be diminished or affected by any such failure to relet or the giving of any such initial or other concessions or "free-rent" or reduced rent periods in the event of any such reletting. In the event of any such reletting, Tenant shall pay to Landlord, at the times and in the manner specified by Section 3 (unless Landlord has elected to accelerate Rent as provided in Section 14.3(c), in which event Tenant shall be obligated to pay such accelerated amount as provided in such Section), both (i) the installments of the Annual Rent and any Additional Rent accruing during such remainder (or, if this Lease has then been terminated, damages equaling the respective amounts of such installments of the Annual Rent and any Additional Rent which would have accrued during such remainder, had this Lease not been terminated), less any monies received by Landlord with respect to such remainder from such reletting of any or all of the Premises, plus (ii) the cost to Landlord of any such reletting (including any reasonable attorneys' fees, leasing or brokerage commissions, repair or improvement expenses and the expense of any other actions taken in connection with such reletting), plus (iii) any other sums for which Tenant is liable under Section 14.3 (and Tenant hereby waives any and all rights which it may have under applicable law, the exercise of which would be inconsistent with this Section 14.3(a));

(v) cure such Event of Default in any other manner and seek reimbursement from Tenant for such amounts spent in connection with such cure;

(vi) bring a proceeding at law or in equity against Tenant to enjoin any acts of Tenant in violation of this Lease; or

(vii) pursue any combination of such remedies or any other right or remedy available to Landlord on account of such Event of Default under this Lease or at law or in equity.

Nothing herein shall limit or prejudice Landlord's right to prove for and obtain as damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved.

(b) No such expiration or termination of this Lease, or summary dispossession proceedings, abandonment, reletting, bankruptcy, re-entry by Landlord, injunction, or vacancy, shall relieve Tenant of any of its liabilities and obligations under this Lease (whether or not any or all of the Premises are relet), and Tenant shall remain liable to Landlord for all damages resulting from any Event of Default, including any damage resulting from the breach by Tenant of any of its obligations under this Lease to pay Rent and any other sums which Tenant is obligated to pay hereunder.

(c) If an Event of Default occurs, Tenant shall, immediately on its receipt of a written demand therefor from Landlord, reimburse Landlord for (a) all reasonable expenses, including any and all repossession costs, management expenses, operating expenses, legal expenses and reasonable attorney's fees, incurred by Landlord (i) in curing or seeking to cure any Event of Default, (ii) in exercising or seeking to exercise any of Landlord's rights and remedies under this Lease or at law or in equity on account of any Event of Default, (iii) otherwise arising out of any Event of Default, and (iv) regardless of whether it constitutes an Event of Default, in connection with any action, proceeding or matter of the types referred to in this Section 14, plus (b) interest on all such expenses, at the rate of highest rate then permitted on account thereof by applicable law, all of which expenses and interest shall be Additional Rent and shall be payable by Tenant immediately on demand therefor by Landlord.

(d) Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, and except as is herein otherwise provided, Tenant, for itself and all Persons claiming through or under Tenant (excluding any Permitted Leasehold Mortgagee(s) or other creditors), also waives any and all right of redemption or re-entry or repossession in case Tenant is dispossessed by a judgment or warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease. The terms "enter," "re-enter," "entry" or "re-entry" as used in this Lease are not restricted to their technical legal meanings.

(e) Notwithstanding anything to the contrary set forth in this Lease, Landlord, for itself and for each and every succeeding owner of Landlord's estate in the Premises, agrees that it shall never be entitled to seek a personal judgment against Tenant's partners, investors, lenders, corporate parents, affiliates, agents, officers or employees (unless and to the extent that any such person or entity has become a successor to or assignee of Tenant's interest in this Lease and has thereafter failed to comply with the terms hereof), and that (a) upon any Event of Default hereunder, the rights of Landlord to enforce the obligations of Tenant, its successors or

assigns, or to collect any judgment, shall be limited to the termination of this Lease and of Tenant's Leasehold Estate and the enforcement of any equitable rights and remedies specifically granted to Landlord hereunder, and that (b) upon any Event of Default hereunder, the rights of Landlord to enforce the obligations of Tenant, its successors and assigns, or to collect any judgment, shall be limited to said termination of Lease; provided, however, that the limitations set forth in this Section 14.3(e) shall not be applicable to fraud, intentional misconduct and criminal conduct.

(f) Throughout the Compliance Period and while the First Mortgage Lender's Mortgage remains outstanding against the Leasehold Estate, Landlord shall not, without the prior written consent of the First Mortgage Lender and Limited Partner, exercise any remedies or take any action to enforce the payment of any outstanding Rent amounts owed and due to Landlord under this Lease.

SECTION 15. ESTOPPEL CERTIFICATE; MEMORANDUM OF LEASE.

15.1 **Estoppel Certificate.** Each party shall, at any time and within 10 days after being requested to do so by the other party, the Limited Partner and any Mortgagee or Permitted Leasehold Mortgagee in writing, execute, acknowledge, and address and deliver to the requesting party (or, at the latter's request, to any existing or prospective Mortgagee, transferee or other assignee of the requesting party's interest in the Premises or under this Lease which acquires such interest in accordance with this Lease) a certificate in recordable form, certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (b) that Tenant has accepted possession of the Premises, and the date on which the Term commenced; (c) as to the dates to which Annual Rent and any Additional Rent and other charges arising hereunder have been paid; (d) as to the amount of any prepaid rent or any credit due to Tenant hereunder; (e) as to whether, to the best of such party's knowledge, information, and belief, the requesting party is then in default in performing any of its obligations hereunder and, if so, specifying the nature of each such default; and (f) as to any other fact or condition reasonably requested by the requesting party; and acknowledging and agreeing that any statement contained in such certificate may be relied upon by the requesting party and any such other addressee.

15.2 **Memorandum of Lease.** The parties shall, at the request of Landlord, Tenant, Limited Partner, a Permitted Leasehold Mortgagee, or any Mortgagee, execute, acknowledge and deliver simultaneously with the execution of this Lease or at any time hereafter, in recordable form, a Memorandum of Lease, in form and substance satisfactory to each party in its reasonable judgment, for recordation among the said Land Records at the expense of the Person so requesting.

15.3 **Mortgage of Fee Estate.** Notwithstanding anything to the contrary contained herein, Landlord shall not be entitled to mortgage, hypothecate, or encumber the Fee Estate without the prior written consent of any Permitted Leasehold Mortgagee, Tenant, and Limited Partner. The holder ("Fee Mortgagee") of any mortgage, encumbrance or hypothecation consented to by Tenant, Limited Partner, and a Permitted Leasehold Mortgagee(s) (a "Fee Mortgage") shall enter into a non-disturbance and subordination agreement in form and substance reasonably acceptable to Fee Mortgagee, Tenant, Limited Partner, and Permitted Leasehold Mortgagee pursuant to which such Fee Mortgagee shall agree that this Lease is and shall be prior to the lien and terms of such Fee Mortgage and, in the event, the Fee Mortgagee succeeds to the interests of Landlord in the Fee Estate, the Fee Mortgagee shall recognize and be obligated by this Lease, shall provide for notice and cure rights benefitting Tenant, Limited Partner, and Permitted Leasehold Mortgagee and shall

provide that this Lease and any Permitted Leasehold Mortgage will not be disturbed in the event of judicial or non-judicial foreclosure of such Fee Mortgage.

SECTION 16. CONDITION OF TITLE AND PREMISES.

16.1 **Limited Warranties.** Tenant acknowledges that it has examined the Premises, the title thereto, the zoning thereof, the streets, sidewalks, parking areas, curbs and access ways adjoining them, any surface and subsurface conditions thereof, and the present uses thereof, if any, and, that it accepts each of them in its present condition or state. Landlord represents and warrants that it has no actual knowledge of any material adverse facts respecting any of the above matters.

16.2 **Quiet Enjoyment.** Landlord warrants that Tenant will have quiet use and enjoyment of the Premises during the Term so long as no Event of Default has occurred and is continuing beyond applicable notice and cure periods and this Lease has not terminated and all of Tenant's obligations hereunder are timely performed, except if and to the extent that such possession is terminated pursuant to any other provision of this Lease.

16.3 **Limitation on Liability.** Nothing in this Lease shall be deemed to impose on Landlord any liability on account of any act or failure to act by any Person other than Landlord (or, where expressly so provided herein, Landlord's agents and employees).

SECTION 17. NOTICES.

17.1 Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to Landlord, Limited Partner, First Mortgage Lender or Tenant (a) shall be in writing, and (b) shall be deemed to have been provided on the earlier of (i) (1) 48 hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (2) the next business day, after having been deposited in time for delivery by such service on such business day, with Federal Express or another national courier service, or (3) if such party's receipt thereof is acknowledged in writing, upon having been sent by email or other means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate by notice to each other party hereto, or (ii) if such party's receipt thereof is acknowledged in writing, its having been given by hand or other actual delivery to such party. Any notice required or permitted to be given to Tenant under this Lease, simultaneous copies of any such notice shall be delivered to Limited Partner and First Mortgage Lender. Any notice required or permitted to be given under this Lease shall be deemed given if provided in accordance with the foregoing Section of this Section 17, and addressed as indicated on the attached Exhibit D; provided, however, that any party may change its address for notice purposes by timely notice to the other party.

17.2 Notices to the Limited Partner shall be provided to:

U.S. Bancorp Community Development Corporation
USB Colorado State Investor I, LLC
c/o U.S. Bancorp Impact Finance
USB Project No. 31728
505 North Seventh Street, 10th Floor
Mail Code: SL-MO-T10F
St. Louis, Missouri 63101
Attention: Director of LIHTC Asset Management

With a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: Jill Goldstein, Esq.

Notices to First Mortgage Lender shall be to:

U.S. Bank National Association
c/o U.S. Bancorp Impact Finance
505 North Seventh Street, 10th Floor
Mail Code: SL-MO-T10F
St. Louis, MO 63101
Attention: Director of LIHTC Asset Management

With a copy to:

Kutak Rock LLP
8601 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85253
Attention: Heather Aeschleman, Esq.

SECTION 18. GENERAL.

18.1 **Effectiveness.** This Lease shall become effective upon its execution and delivery by each party.

18.2 **Complete Understanding.** This Lease represents the complete understanding between the parties as to the subject matter hereof, the Premises, the Units, the rest of the Tenant Improvements, the Equipment, and the rest of the Property, and the rights and obligations of the parties as to the same, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, between the parties as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in this Lease. Neither party has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease which is not set forth herein.

18.3 **Amendment.** This Lease may be amended by mutual agreement of the Landlord and Tenant, subject to the prior written approval of the Limited Partner, CDOH (if the CDOH Covenant is then in existence), and any Permitted Leasehold Mortgagee, and provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of the Tenant to develop and operate the Project in accordance with the LIHTC Housing Requirements and the Regulatory Agreements. Landlord and Tenant agree to cooperate to accommodate such amendments to this Lease, or to enter into a separate agreement with respect to the Project, as reasonably required to allow Tenant to be the beneficiary of LIHTC (as defined in Section 42 of the Internal Revenue Code of 1986) awarded to finance the Project, provided that Tenant agrees to pay for all costs, including attorney's fees, of any such amendments and that such amendments to not adversely affect Landlord, as determined by Landlord in its sole discretion.

18.4 **Waiver.** No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right. Without limiting the generality of the foregoing, no action taken or not taken by Landlord under this Section or any other provision of this Lease (including Landlord's acceptance of the payment of Rent after an Event of Default occurs) shall operate as a waiver of any right to be paid a late charge or of any other right or remedy which Landlord would otherwise have against Tenant on account of such Event of Default under this Lease or applicable law (Tenant hereby acknowledging that, in the interest of maintenance of good relations between Landlord and Tenant, there may be instances in which Landlord chooses not immediately to exercise some or all of its rights if an Event of Default occurs).

18.5 **Applicable Law.** This Lease shall be given effect and construed by application of the law of the State of Colorado, and any action or proceeding arising hereunder shall be brought in the courts of the State of Colorado; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in United States District Court in Denver, Colorado or any successor federal court having original jurisdiction.

18.6 **Time of Essence.** Time shall be of the essence of this Lease, except that, whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on a Saturday, Sunday or statutory holiday, the party having such right or obligation shall have until 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

18.7 **Construction.** As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (c) to any section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such section, subsections, paragraph or subparagraph of this Lease. The provisions of this Agreement shall be construed as to their fair meaning, and no inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Agreement. The parties have participated substantially in its negotiation, drafting, and revision, with advice from counsel and such other advisers as they deemed necessary or appropriate. The words “include” and “including” shall be construed to be followed by the words “without limitation.” Every reference to any document, including this Agreement, refers to that document as modified from time to time by agreement of all the parties, and includes all exhibits, schedules, and riders to that document. The word “or” includes “and.” Captions of the articles and sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in interpretation, construction or meaning.

18.8 **Exhibits.** Each writing or plat referred to herein as being attached as an exhibit or otherwise designated herein as an exhibit is hereby made a part hereof.

18.9 **Severability.** No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

18.10 **Commissions.** Each party hereby represents and warrants to the other that, in connection with the leasing of the Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent, or finder, and there is no commission, charge or other compensation due on account thereof. Each party shall, to the extent allowable by State law, defend, indemnify and hold harmless the other against and from any liability, claim of liability or expense arising out of any inaccuracy in such party’s representation.

18.11 **Prevailing Party.** In the event either party hereunder initiates judicial action against the other in order to enforce the terms, covenants and provisions of this Lease, the non-prevailing party in such judicial action shall reimburse the prevailing party in such judicial action for all expenses, fees, costs, including attorneys’ fees incurred by the prevailing party in connection with such judicial action.

18.12 **Records.** Tenant agrees to grant a right of access upon at least 24-hour notice to the Landlord or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts.

18.13 **No Merger.** The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, subject to any requirements pursuant to the Permitted Encumbrances (a) subject to Section 42 of the Code, terminate all or any Tenancy Agreements and other subleases (if any) and subtenancies (if any), or (b) operate as an assignment to Landlord of all or any Tenancy Agreements and other subleases (if any) or subtenancies (if any). Landlord's option under this Section will be exercised by written notice to Tenant and all known Residents and other sublessees (if any) or subtenants (if any) in the Premises or any part of the Premises.

18.14 **Conflict.** In the event of a conflict or inconsistency between any requirement contained in this Lease (or between any requirement contained in any document referred to in this Lease, including any Permitted Leasehold Mortgage) and the Regulatory Agreements or other LIHTC Housing Requirements, in all instances the Regulatory Agreement or other LIHTC Housing Requirements, as applicable in the priority specified in the Permitted Encumbrances set forth on Exhibit C, and subject and to the extent of the terms thereof shall be controlling.

18.15 **Third-Party Beneficiaries.** Landlord and Tenant each acknowledge and agree that the Limited Partner, the Permitted Leasehold Mortgagees, CDOH (if the CDOH Covenant is then in existence), and CHFA are intended third-party beneficiaries of this Lease and shall have all of the rights and remedies of third-party beneficiaries allowable under applicable law.

18.16 **Disclaimer of Partnership Status.** Nothing in this Lease shall be deemed in any way to create between the parties any relationship of partnership, joint venture, or association, and the parties hereby disclaim the existence of any such relationship.

18.17 **[Small Planned Community Placeholder].** [NTD: Ground Lease will be amended and restated legal description once the Small Planned Community Declaration is recorded.]

(The remainder of this page has been left blank intentionally. Signature page to follow.)

Each party has executed this Lease or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

LANDLORD

Town of Frisco,
a Colorado home rule municipal corporation

By: _____
Frederick J. Ihnken, Mayor

STATE OF COLORADO §
 §
COUNTY OF SUMMIT §

This instrument was acknowledged before me on or about this _____ day of _____, 2026, by Frederick J. Ihnken, as Mayor of the Town of Frisco, a Colorado home rule municipal corporation.

Witness my hand and seal.

My commission expires: _____

NOTARY PUBLIC

TENANT

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: _____
John Welsh,
Senior Vice President

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____ 2026,
by John Welsh, as Senior Vice President of The NHP Foundation, as Managing Member of West
Main Apartments GP, LLC, as General Partner of West Main Apartments LLLP.

Witness my hand and seal.

My commission expires: _____

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Land

[INSERT]

EXHIBIT B
Redevelopment Plan

[INSERT]

EXHIBIT C

Permitted Exceptions

1. [INSERT].
2. [CDOH COVENANT]

EXHIBIT D

Notice Addresses

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

With a copy to: Thad W. Renaud
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Tenant: West Main Apartments LLLP
c/o The NHP Foundation
1401 H Street, NW, Suite 1000
Washington, DC 20005
Attn: John Welsh, Senior Vice President

With a copy to: New Communities Law PLLC
1624 Market Street, Suite 400
Denver, CO 80202
Attn: Ben Doyle

CDOH: Division of Housing – Asset Management Team
1313 Sherman Street, Room 320
Denver, CO 80203
Attn: Brittany Thigpen

EXHIBIT E

Form of Amended and Restated Landlord's Right of First Offer / Right of First Refusal (Tenant's Interests)

Upon recording, return to:

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

AMENDED AND RESTATED LANDLORD'S RIGHT OF FIRST OFFER AND REFUSAL AGREEMENT

(101 Main)

This Landlord's Right of First Offer and Refusal Agreement (101 Main) ("**Agreement**") is made as of the [] day June, 2026 (the "**Effective Date**"), by and between Town of Frisco, a Colorado home rule municipal corporation, having an address of P.O. Box 4100 Frisco, Colorado 80443 (together with its successors and assigns, "**Landlord**"), and West Main Apartments LLLP, a Colorado limited liability limited partnership, having an address of c/o The NHP Foundation, 1401 H Street NW, Suite 1000, Washington DC 20005 (together with its permitted successors and assigns, "**Tenant**"). Tenant and Landlord shall hereinafter sometimes be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Landlord and Tenant are parties to that certain ground lease dated of even date herewith (the "**Ground Lease**"), pursuant to which Landlord has leased certain real property to Tenant, legally described on Exhibit A attached hereto (the "**Property**").

B. Tenant has agreed to grant to Landlord a right of first offer and a right of first refusal to purchase the Premises (as such term is defined in the Ground Lease), in each case upon and subject to the terms, covenants and conditions of this Agreement and subject and subordinate to certain other purchase option(s) and right(s) of first refusal, as set forth herein.

C. This Agreement shall amend and restate, in its entirety, the prior Landlord's Right of First Offer and Refusal Agreement dated August 27, 2025, and recorded in the real property records for Summit County on August 28, 2025 at Reception No. 1358644 (the "**Original Agreement**"), which is hereby terminated by the recording of this Agreement.

D. The Parties desire to set forth their understanding and Agreement with regard to such rights.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **First Offer Right; Notice.** Subject to Section 22 (Subordination) below, in the event Tenant desires to sell the Premises, Tenant shall first offer the Premises for sale to Landlord (the "**Right of First Offer**") pursuant to a right of first offer notice (the "**ROFO Notice**") describing the terms under which Tenant is willing to sell the Premises to Landlord, including the purchase price, which shall be the greater of (a) the fair market value of the Premises, as determined by the

Appraisal (defined below), and (b) the outstanding indebtedness secured by the Premises (the “**ROFO Price**”). Landlord shall have 30 days following its receipt of the ROFO Notice within which to respond to such Right of First Offer and to advise Tenant whether it is willing to enter into negotiations for the purchase and sale of the Premises. If Landlord fails to timely reply to Tenant, in writing, confirming its desire to enter into negotiations for the purchase of the Premises within such 30-day period, Landlord shall be deemed to have declined such Right of First Offer and Tenant shall be free to list, market for sale, and sell the Premises to any party that it so chooses on such terms and conditions as it deems acceptable in its sole and absolute discretion, subject to Landlord’s rights under Section 3.

a. In the event Tenant elects to transfer the Premises pursuant to Section 1, above, a duly licensed and independent MAI appraiser acceptable to both Parties shall prepare a valuation of the Premises (the “**Appraisal**”). The Appraisal shall not include the value of the Land. Landlord shall pay the costs associated with the Appraisal. The Appraisal shall be based solely upon market comparisons of comparable properties (e.g., properties having similar purposes, goals and restrictions), taking into account all deed restrictions and restrictive covenants encumbering the Premises to be transferred.

b. If, within five business days after being notified of the results of the Appraisal, Landlord elects to reject such Appraisal, then such appraisal shall become null and void and Landlord shall nominate to Tenant a list of not less than three duly licensed and independent MAI appraisers who are experienced in appraising properties with similar use restrictions, and Tenant shall select one appraiser. Within five days of such selection, Landlord (at its sole cost) shall retain such appraiser to prepare an Appraisal in the same manner described above and the results of such Appraisal shall constitute the Appraisal for purposes of this Agreement.

2. **Negotiations; Purchase Agreement.** If Landlord elects to enter into negotiations for the purchase of the Premises following its receipt of a ROFO Notice, the Parties shall then enter into negotiations for the purchase and sale of the Premises for a purchase price not less than the ROFO Price and shall have a period not to exceed 30 days (the “**Negotiation Period**”) to execute a mutually acceptable purchase and sale agreement for the same (the “**Purchase Agreement**”) with the purchase price determined as set forth in Section 1 above. If the Parties are unable at the end of the Negotiation Period to reach Agreement on the purchase and sale of the Premises and execute a mutually acceptable Purchase Agreement for the same, Tenant shall thereafter be free to list, market for sale and sell the Premises to any party that it so chooses on such terms and conditions as it deems acceptable in its sole and absolute discretion, subject to Landlord’s rights under Section 3 hereof. If Tenant and Landlord are able to reach agreement on such purchase and sale and they execute a Purchase Agreement for the Premises prior to the expiration of the Negotiation Period, Landlord and Tenant shall proceed under and in accordance with such Purchase Agreement to close on the purchase and sale of the Premises.

3. **Third Party Offer.** In the event Landlord declines (or is deemed to have declined) to enter into negotiations for the purchase and sale of the Premises as described in Section 1 hereof or is unable to agree on terms mutually acceptable to Landlord and Tenant for the purchase and sale of the Premises and execute a Purchase Agreement for the same in accordance with Section 2 of this Agreement, then Tenant shall be free to list, market for sale, and solicit offers for the purchase of the Premises from third parties. In such event, if Tenant receives an offer from any third party (each “**Third Party Offer**”), which Third Party Offer shall exclude sales or conveyances to Affiliates (hereinafter defined), for a purchase price that is equal to or greater than 99% of the asking price set forth in the ROFO Notice, Tenant, subject to the terms and conditions

set forth in a respective Owner's operating documents and applicable loan documents, shall be entitled to sell and convey the Premises to such third Party in accordance with such Third Party Offer and Landlord shall have no further rights under this Agreement to purchase or acquire the Premises. If Tenant receives a Third Party Offer (again excluding offers from Affiliates) to purchase any of the Premises for a purchase price that is less than 99% of the asking price set forth in the ROFO Notice, and which Tenant desires to accept (with the prior written consent of each Permitted Leasehold Mortgagee (as such capitalized term is defined in the Ground Lease)), then, in such event, prior to selling the Premises to such third party, Tenant shall first notify Landlord of such Third Party Offer (each a "**ROFR Notice**") and offer to sell and convey the Premises to Landlord upon the same terms and conditions as proposed in the Third Party Offer (the "**First Refusal Right**"). Landlord shall have a period of 10 business days after receipt of any ROFR Notice in which to accept the Third Party Offer (the "**ROFR Election Deadline**"). If Landlord elects to purchase the Premises in accordance with the terms of such Third Party Offer, Landlord shall notify Tenant of such election no later than the ROFR Election Deadline and shall thereafter proceed to closing on the Premises in accordance with the terms of such Third Party Offer. If Landlord does not timely exercise its rights with respect to the First Refusal Right specified in the ROFR Notice, Tenant may sell and convey the Premises to such third party in accordance with the terms and provisions of such Third Party Offer, the First Refusal Right shall automatically terminate with regard to the Premises sold pursuant to such Third Party Offer, and this Agreement shall become null and void and of no further force and effect whatsoever. As used herein, the term "**Affiliate**" means any entity controlling, controlled by or under common control with a Party, and the term "**control**" means the power to direct the management affairs and operations of an entity, whether by contract, voting securities, or otherwise. The term "**business day**" as used herein means any day on which national banks are open for business in Denver, Colorado, excluding Saturdays, Sundays and federal and state holidays.

4. **Term.** Notwithstanding anything to the contrary contained herein, the Right of First Offer and First Refusal Right, if not sooner exercised by Landlord with regard to the Premises in accordance with the terms and provisions of this Agreement, shall automatically expire and be of no further force and effect on the earlier to occur of the following (the "**ROFO/ROFR Expiration Date**"): (i) Landlord's sale, transfer, or conveyance of the Fee Estate to any party not an Affiliate of Landlord, whether voluntarily, by operation of law, or otherwise; (ii) any default by Landlord under the Ground Lease; (iii) 75 years following the Effective Date of this Agreement. While such termination shall be automatic and shall not require any further action on the part of Tenant or Landlord, if requested by Tenant, Landlord shall execute and deliver a written termination of the Right of First Offer, First Refusal Right and this Agreement in recordable form following the ROFR Expiration Date.

5. **Estoppel Certificates.** During the term of this Agreement, upon the request of either Party (the "**Requesting Party**") the other Party (the "**Non-Requesting Party**") shall, no later than 15 days following receipt of a written request from the Requesting Party, execute an estoppel certificate in favor of such Requesting Party, its lender and/or prospective purchaser, as applicable, confirming the status of this Agreement, whether the same remains in full force and effect and whether, to such Non-Requesting Party's current actual knowledge, the Requesting Party is in breach or default hereunder. Such request shall be made no more frequently than twice annually during the term hereof. If the Non-Requesting Party does not timely respond, the Requesting Party, its lender and/or prospective purchaser, as applicable, shall be entitled to rely on an estoppel certificate executed by such Requesting Party confirming the status of the Agreement and each Party hereby irrevocably appoints the other Party as its attorney-in-fact for

the purpose of executing such estoppel certificate upon the failure of the Non-Requesting Party to timely provide such estoppel certificate, which appointment is irrevocable and is coupled with an interest.

6. **Expense of Negotiations.** Landlord and Tenant shall each pay their respective attorneys' fees and costs in the negotiation and drafting of any Purchase Agreement executed by the Parties for the purchase and sale of the Premises pursuant to this Agreement.

7. **Notices.** All notices required hereunder shall be in writing and shall be delivered to the Parties as follows:

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

With a copy to: Thad W. Renaud
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Tenant: NHPF West Main, LLC
c/o The NHP Foundation
Attn: John Welsh
1401 H Street NW, Suite 1000
Washington DC 20005

With a copy to: New Communities Law
Attn: Ben Doyle
1624 Market Street,
Suite 400
Denver, CO 80202

Such addresses may be changed by written notice to the other Party. Such notices shall be effective upon receipt (if delivered personally or by email transmission, with confirmation of transmission); three business days after mailing (if delivered by registered or certified mail); or one business day after mailing (if delivered by overnight courier service).

8. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties concerning the subject matter hereof, and supersedes all prior and contemporaneous communications, understandings and Agreements concerning the subject matter herein between the Parties, and may be amended only by an instrument in writing signed by all Parties. No representations, promises or Agreements, oral or otherwise, not contained herein shall be of any force or effect.

9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

10. **Invalidity.** Should any provision of this Agreement be held to be invalid, illegal, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, unless the severance of the invalid, illegal or unenforceable provision eliminates the material

benefit of this Agreement for either Party.

11. **Draft of Agreement.** The Parties acknowledge that this Agreement has been negotiated at arm's length and in good faith, and that each Party has been or has been given the opportunity to be represented by independent legal counsel, and that this Agreement is the result of such mutual Agreement and negotiation, and shall not be deemed to have been drafted solely by either Party, and neither Party shall be deemed to be the draftsman and the Parties hereby waive the benefit of any rule of contract interpretation or construction requiring that the same be construed against the drafting Party in the event of ambiguity.

12. **Attorneys' Fees and Costs.** If any action, proceeding arising out of or relating to the performance of this Agreement is commenced, regardless of whether it is later dismissed, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including, but not limited to, expert witness fees and expenses, in addition to any other relief to which that prevailing party may be granted.

13. **Waiver.** The failure of either Party at any time to require performance of any provision of this Agreement shall not limit that Party's right to enforce the provision in the future. Waiver of any breach of any provision shall not be deemed a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

14. **Injunctive Relief.** It is agreed that, in the event of default of the terms herein, and in addition to and not in lieu of seeking any damages as allowed by law, either and each Party shall have the unequivocal right to obtain injunctive relief (including obtaining a temporary restraining order).

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, but all of which together shall constitute one and the same instrument.

16. **Time of Essence.** Time is of the essence in the performance of this Agreement.

17. **Further Assurances.** The Parties shall execute such further documents and instruments and undertake such further actions as may reasonably be necessary to effectuate the transactions contemplated in this Agreement.

18. **Headings.** The article and section headings herein are for convenience only and shall not affect the construction hereof.

19. **Use of Terms.** As used herein words in any gender shall be deemed to include the other genders and the singular shall be deemed to include the plural, and vice versa.

20. **Binding on Tenant's Successors.** All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and Tenant's successors and assigns.

21. **Subordination.** The rights of Landlord under this Agreement are subject and subordinate in all respects to the terms and conditions of: the deeds of trust encumbering the Premises recorded prior to this Agreement (or the memorandum of this Agreement); the lien of any deed of trust recorded after the date of this Agreement in connection with any financing or refinancing related to the Property; any purchase options, rights of first refusal, or rights of first offer granted to an Affiliate of Tenant. Landlord shall take title to the Project subject to any and all such liens and encumbrances. Upon any foreclosure of a deed of trust or other lien or deed in lieu thereof, this Agreement shall automatically terminate. Each leasehold lender is a third-party

beneficiary of this Section of this Agreement and Landlord agrees to execute such separate subordination agreement(s) confirming the provisions of this Agreement as may be reasonably requested by a leasehold lender.

22. **Recording.** Either party may cause this Agreement to be recorded in the Real Estate Records.

(Remainder of page left intentionally blank.)

Exhibit A
Legal Description

Lot B-1, Amended West Frisco 70, Filing No. 2, according to the plat filed April 16, 1974 under reception no. 140796, County of Summit, State of Colorado.

Addressed as 101 West Main Street, Frisco, CO, 80443.

EXHIBIT F

Insurance Requirements

Tenant shall and maintain at its sole cost and expense throughout any period of construction of improvements to the Property insurance against claims for injuries to persons or damages to property which may arise from or in connection with any construction activities maintained by the Tenant, its contractors, agents and representatives. Tenant acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found therein.

Payment and performance bond from a surety acceptable to Landlord naming Landlord as a dual obligee.

An "All Risk" Builder's Risk Property Insurance Policy naming the Tenant as an insured shall be required during the course of construction and be provided in an Accord 27 or Accord 28 form and naming the Landlord as an additional insured. The amount of the insurance shall be 100% of the completed value. The insurance shall cover buildings, machinery, equipment, materials, supplies, temporary structures and all other properties of any nature including the foregoing owned by the contractor, which is used in fabrication, erection, installation and completion of the project until it is accepted by the Tenant. The insurance shall cover "resulting" loss or damage, the expense for debris removal and provide permission by the insurer for occupancy and use of the premises. More specifically, the Builder's Risk policy shall include:

- Special Perils "Risks of Direct Physical Loss"
- Include Boiler and Machinery coverage
- Delay in Completion (Loss of Rents – Business Income min of 12 months)
- Full Collapse coverage provided including CP 11 20 or its equivalent
- Non-reporting, completed value form
- Debris removal – not less than 25% of the loss plus \$100,000
- Expediting Expense – not less than \$100,000
- Pollutant Clean Up and Removal – not less than \$50,000
- Ordinance of Law – (A) undamaged portion; (B) Demolition Costs; (C) Increased Cost of Construction with Coverage A at 100% replacement cost of the building and coverage B&C at not less than \$1,000,000
- Property coverage includes while in temporary storage or in transit of \$100,000
- Water damage from backup of sewers and drains not less than \$100,000
- Minimum \$1,000,000 limits for Earth Movement
- Permission to Occupy – Permission is granted to occupy the covered building for its intended purposes during the course of construction for at least 60 days.

Tenant shall procure and maintain at its sole cost and expense throughout the Term, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of any of the obligations hereunder by the Tenant, its contractors, agents and representatives. Tenant acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found therein. Landlord shall be listed as an additional insured on all such policies.

i. Certificates of Insurance and endorsements shall be furnished to Landlord and approved by Landlord before it commences activity on the Premises. Landlord shall be listed as an additional insured on all such policies.

ii. The following standard insurance policies shall be required:

(a) Commercial General Liability

(b) Workers' Compensation

(c) Automobile Liability

(d) Property

(b) The following requirements are applicable to all policies:

i. Commercial General Liability and Workers Compensation insurance shall be written by a carrier with an A-:VIII or better rating in accordance with current A.M. Best Key Rating Guide.

ii. Only insurance carriers licensed or duly authorized to do business in the State of Colorado will be accepted.

iii. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by Landlord.

iv. "Claims made" policies will not be accepted.

v. Landlord, its commissioners, officers, directors, employees, and volunteers, are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to Landlord, its commissioners, officers, directors, employees, and volunteers.

vi. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Landlord, if such coverage is available.

vii. Upon request, certified copies of all insurance policies shall be furnished to Landlord.

(c) COMMERCIAL GENERAL LIABILITY INSURANCE -- The following Commercial General Liability Insurance is required:

i. Minimum Limits of \$1,000,000 per Occurrence with an annual Aggregate of \$2,000,000 for Bodily Injury, Personal Injury and Property Damage.

ii. Coverage shall be provided for premises/operations and product/completed operations hazards.

iii. The ISO Commercial General Liability Policy form (“Occurrence” form CG 0001, Ed. 11/88) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with contractor’s written proposal and must be approved in writing by the Landlord risk manager.

iv. A Waiver of Subrogation in favor of Landlord must be endorsed to the policy.

v. Tenant shall also procure and maintain at its sole cost and expense throughout the term, a sexual abuse/molestation endorsement to the Commercial General Liability insurance policy or, in the alternative, Tenant shall procure and maintain a separate policy that covers sexual abuse and molestation.

(d) WORKERS’ COMPENSATION INSURANCE -- The following Workers’ Compensation is required by Tenant or its property manager, as applicable:

i. Workers’ Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable law, including minimum Employers’ Liability limits of:

(a) By Accident -- \$500,000 each accident;

(b) By Disease -- \$500,000 each Employee and Policy limit.

ii. “Colorado,” must appear in Item 3A of the declarations page or Item 3C must contain the following: “All states except those listed in Item 3A and the states of NV, ND, OH, WA, WV, and WY”

iii. A Waiver of Subrogation in favor of Landlord must be endorsed to the policy.

(e) AUTOMOBILE LIABILITY

The following Automobile Liability Insurance will be required by Tenant or its property manager, as applicable:

i. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$1,000,000 each Accident for Bodily Injury and Property Damage.

ii. Landlord, its commissioners, officers, directors, employees and volunteers, shall be added as “Additional Insureds.”

iii. There shall be no special limitations regarding the scope of protection afforded to Landlord, its commissioners, officers, directors, employees and volunteers.

iv. A Waiver of Subrogation in favor of Landlord must be endorsed in the policy.

(f) PROPERTY – Tenant must obtain and maintain insurance against loss or damage to real property and property, including coverage against all risks of direct physical loss (which shall include flood insurance if the Premises are located within a 100-year floodplain), as determined by an approved insurance company, in amounts sufficient to prevent Landlord from becoming a co-

insurer under the applicable policies, and in any event, after application of deductible, in amounts not less than 100% of the full insurable replacement cost values and sublimits satisfactory to Landlord, as determined from time to time at Landlord's request but not more frequently than once in any 24-month period.

(g) CERTIFICATES OF INSURANCE -- All Certificates of Insurance shall be prepared and executed by the insurance Tenant or its authorized agent, and shall contain provisions warranting the following:

- i. Tenant is authorized to do business in the State of Colorado.
- ii. The insurance set forth by the insurance Tenant is written on forms which have been approved by the Colorado State Board of Insurance or ISO.
- iii. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein.
- iv. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to Landlord.
- v. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

(h) VERIFICATION OF COVERAGE – The following requirement pertains to all Certificates of Insurance. Tenant shall furnish Landlord with certificates of insurance and with certified copies of endorsements effecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms which have been approved by the Colorado Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to Landlord according to requirements and instructions contained herein. Certificates of insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by Landlord before any activity commences on the Premises. Landlord reserves the right to require complete, certified copies of all required insurance policies at any time.

Any insurance company engaged by the Tenant providing the foregoing insurance coverages shall have an A rating or better for financial safety by A.M. Best or Standard & Poor's and a financial performance of at least VIII or better from Best's Key Rating Guide or Standard & Poor's.



STAFF REPORT

TO: MAYOR & TOWN COUNCIL

FROM: KATIE KENT, COMMUNITY DEVELOPMENT DIRECTOR

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

RE: SECOND READING OF ORDINANCE 26-09 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 26, 2026

Summary & Background:

Before the Town Council on May 26, 2026, is the second reading of Ordinance 26-09 for the 2024 International Codes and associated amendments. Ordinance 26-09 was presented to Council for the first reading on May 12, 2026. After reviewing the staff presentation and public comment, Council directed Staff to make six modifications to the Ordinance as presented at first reading:

1. Modify Section R401 to apply the DOE Efficient New Homes program to all residential dwelling types (not just single family, two family, and townhomes).
2. Delete suggested modifications to Section R405 regarding who can complete the simulated performance calculation.
3. Delete the ERI amendment due as it is not applicable with the first modification made.
4. Remove the allowance for points to be added for air conditioning.
5. Remove proposed amendments to R105.5 Expiration in both the International Building Code (IBC) and International Residential Code (IRC).
6. Include an expiration paragraph under the International Fire Code, 102.7.

Town Council moved to bring back Ordinance 26-09 for the second reading with the six modifications agreed upon during the discussion. Attachment A, Ordinance 26-09 includes all the modifications as requested by Town Council on May 12th.

The Town Council held previous work sessions 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):

- o Require all-electric cooking infrastructure in new residential and commercial construction, effective 2028.*
- o Require pre-wiring for high-capacity electric appliances (e.g., 240V circuits) to simplify retrofits.*

These two suggestions are addressed within 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 second 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 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.

- (5) 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.

- (6) 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.

- (7) 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.

- (8) 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.

- (9) 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.

- (10) 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.

- (11) Section 116.2 concerning record, is deleted in its entirety.

- (12) Section 116.3 concerning notice, is deleted in its entirety.

- (13) Section 116.4 concerning method of service, is deleted in its entirety.

- (14) Section 116.5 concerning restoration or abatement, is deleted in its entirety.

- (15) 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.

- (16) 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.

- (17) 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.

- (18) 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.

- (19) 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.

- (20) 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.

- (21) 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.

(22) 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.

(23) 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.~~

(24) 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.

(25) 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 ~~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.~~

(26) 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.

(27) 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.

(28) 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.

(29) 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).

(30) 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 ~~40,000~~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).

(31) 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).

(32) 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 storyBUILDING 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 basementBUILDING shall be equipped throughout with an *approved* automatic sprinkler system.

- (33) 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.~~

- (34) 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).**

- (35) Section 905.3.1 is amended to read 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.

(36) 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.

(37) 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.

(38) 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.

(39) 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.

(40) 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.

(41) 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.

- (42) Table 1505.1 concerning minimum roof covering classification, and all footnotes to the table, are deleted in their entirety.
- (43) 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.

- (44) Section 1507.3.4 concerning ice barrier, is deleted in its entirety
- (45) Section 1507.5.4 concerning ice barrier, is deleted in its entirety
- (46) Section 1507.6.4 concerning ice barrier, is deleted in its entirety
- (47) Section 1507.7.4 concerning ice barrier, is deleted in its entirety
- (48) Section 1507.8.4 concerning ice barrier, is deleted in its entirety
- (49) Section 1507.9.4 concerning ice barrier, is deleted in its entirety.
- (50) 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.~~

- (51) 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.

- (52) 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.

- (53) 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.

- (54) 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.

- (55) 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.

- (56) 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).

- (57) 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.

(58) 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 ASCE32; 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 exhauster 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 *pipng* 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 CAMPFIRES 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,~~ AND THE LIKE, 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 ~~be obtained~~MAY 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:

- Four or more stories are above or below *grade plane*.
- 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.
- 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:

- 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.
- Class I standpipes are allowed in Group B and E occupancies.
- 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 ~~5040~~ feet (15240~~12,192~~ mm) above the lowest level of fire department access or more than ~~5040~~ 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 COMMERCIALY 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 ~~INAME 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 Residential Structures as described in Section R101.2 Scope, 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) Table R408.2 CREDITS FOR ADDITIONAL ENERGY EFFICIENCY is amended to read as follows:

TABLE R408.2 CREDITS FOR ADDITIONAL ENERGY EFFICIENCY
CREDIT VALUE

MEASURE NUMBER	MEASURE DESCRIPTION	Climate Zones 0 & 1	Climate Zone 2	Climate Zone 3	Climate Zone 4 Except Marine	Climate Zone 4 Marine	Climate Zone 5	Climate Zone 6	Climate Zone 7	Climate Zone 8
R408.2.1.1(1)	≥ 2.5% Reduction in total TC	0	0	0	1	1	1	1	1	1
R408.2.1.1(2)	≥ 5% reduction in total TC	0	1	1	2	1	2	2	2	2
R408.2.1.1(3)	> 7.5% reduction in total TC	0	1	2	2	2	2	3	3	3
R408.2.1.1(4)	> 10% reduction in total TC	1	1	2	3	3	4	4	5	5

R408.2.1.1(5)	> 15% reduction in total TC	1	2	2	4	4	5	6	7	8
R408.2.1.1(6)	> 20% reduction in total TC	2	4	4	5	6	7	8	9	11
R408.2.1.1(7)	> 30% reduction in total TC	3	6	6	8	8	11	12	13	16
R408.2.1.2(1)	U-factor and SHGC for vertical fenestration per Table R408.2.1.2	1	1	1	2	1	1	1	1	1
R408.2.1.3(1)	Roof solar reflectance index (roof is part of the building thermal envelope and directly above cooled, conditioned space)	1	0	0	0	0	0	0	0	0
R408.2.1.3(2)	Roof solar reflectance index (roof is above an unconditioned space that contains a duct system)	1	1	0	0	0	0	0	0	0
R408.2.1.4	Reduced air leakage	1	1	1	2	1	3	NA	NA	NA
R408.2.2(1) ^b	Ground source heat pump	14	14	14	15	10	15	17	18	21
R408.2.2(2)^b	High Performance Cooling (Option 1)	5	4	3	2	1	1	1	1	1
R408.2.2(3)^b	High Performance Cooling (Option 2)	6	4	3	2	1	1	1	1	1
R408.2.2(4) ^b	High Performance Gas furnace (Option 1)	0	1	2	5	3	6	7	7	9
R408.2.2(5) ^b	High Performance Gas	0	1	2	4	3	5	6	7	8

R408.2.2(6) ^b	furnace (Option 2) High Performance Gas furnace (Option 3)	0	1	1	NA	NA	NA	NA	NA	NA
R408.2.2(7)^b	High Performance Gas furnace and cooling (Option 1)	5	5	4	NA	NA	NA	NA	NA	NA
R408.2.2(8)^b	High Performance Gas furnace and cooling (Option 2)	6	5	5	NA	NA	NA	NA	NA	NA
R408.2.2(9) ^b	High Performance Gas furnace and heat pump (Option 1)	15	13	11	NA ^c	NA	NA	NA	NA	NA
R408.2.2(10) ^b	High Performance Heat pump with electric resistance backup (Option 1)	13	12	11	12	NA	NA	NA	NA	NA
R408.2.2(11)^b	High Performance Gas furnace and cooling (Option 3)	NA	NA	NA	5	4	6	7	7	9
R408.2.2(12)^b	High Performance Gas furnace and cooling (Option 4)	NA	NA	NA	6	5	7	8	8	10
R408.2.2(13) ^b	High Performance Gas furnace and heat pump (Option 2)	NA	NA	NA	12	8	11	11	12	12
R408.2.2(14) ^b	High Performance Heat pump with electric resistance backup	NA	NA	NA	12	8	12	13	14	16

	(Option 2)									
R408.2.3(1)(a) ^d	Gas-fired storage water heaters (Option 1)	8	7	7	5	6	4	4	3	2
R408.2.3(1)(b) ^d	Gas-fired storage water heaters (Option 2)	9	8	8	6	7	5	4	4	3
R408.2.3(2)(a) ^d	Gas-fired instantaneous water heaters (Option 1)	10	9	9	6	7	5	5	4	3
R408.2.3(2)(b) ^d	Gas-fired instantaneous water heaters (Option 2)	11	10	9	6	7	6	5	4	3
R408.2.3(3) ^d	Electric water heaters (Option 1)	10	9	9	7	6	4	3	3	2
R408.2.3(4) ^d	Electric water heaters (Option 2)	8	8	8	6	5	4	3	3	2
R408.2.3(5)(a) ^d	Electric water heaters (Option 3)	7	8	8	6	7	5	4	3	3
R408.2.3(5)(b) ^d	Electric water heaters (Option 4)	8	9	10	7	8	5	5	4	3
R408.2.3(6) ^d	Electric water heaters (Option 5)	10	9	9	7	6	4	3	3	2
R408.2.3(7)(a) ^d	Solar hot water heating system (Option 1)	13	13	13	9	8	5	4	4	3
R408.2.3(7)(b) ^d	Solar hot water heating system (Option 2)	10	9	9	6	7	6	5	4	3
R408.2.3(8) ^c	Compact hot water distribution	2	2	2	2	2	2	2	2	2
R408.2.4(1) ^c	Ductless or hydronic thermal distribution	3	4	5	7	8	10	10	10	14
R408.2.4(2) ^c	100% of duct systems in conditioned	2	3	4	6	7	9	9	9	13

R408.2.4(3) ^c	space ≥ 80% of ductwork inside conditioned space	2	3	3	5	6	7	7	7	9
R408.2.4(4) ^c	Reduced total duct system leakage	1	1	1	1	1	1	2	2	2
R408.2.5(1) ^c	ERV or HRV installed	0	0	0	0	1	3	2	2	2
R408.2.5(2) ^c	≤ 2.0 ACH50 with ERV or HRV installed	0	0	0	4	4	8	5	5	5
R408.2.5(3) ^c	≤ 2.0 ACH50 with a balanced ventilation system	0	0	0	0	0	0	4	4	4
R408.2.5(4) ^c	≤ 1.5 ACH50 with ERV or HRV installed	0	0	0	6	5	10	9	9	9
R408.2.5(5) ^c	≤ 1.0 ACH50 with ERV or HRV installed	0	0	1	7	6	12	12	12	12
R408.2.6 ^a	Energy efficient appliances	1	1	1	1	1	1	0	0	0
R408.2.7	On-site renewable energy measures	17	16	17	11	11	9	8	7	4
R408.2.8 ^c	Demand responsive thermostat	1	1	1	1	1	1	1	1	1
R408.2.10	Whole-home lighting control	1	1	1	0	0	0	0	0	0
R408.2.11	Higher efficacy lighting	0	0	0	0	0	0	0	0	0

NA = Not Applicable.

a. Where the measure is selected, each dwelling unit, sleeping unit and common area where the measure is applicable must have the measure installed.

b. Where multiple heating or cooling systems are installed, credits shall be determined using a weighted average of the square footage served by each system.

- c. Where the measure is selected, each dwelling unit and sleeping unit must comply with the measure.
- d. Where the measure is selected, each dwelling unit shall be served by a water heater meeting the applicable requirements. Where multiple service water heating systems are installed, credits shall be determined using a weighted average of the square footage served by each system.
- e. Eleven credits are available for Climate Zone 4 where the following measure is used: gas furnace and heat pump (Option 3): greater than or equal to 95% AFUE fuel gas furnace and 7.8 HSPF2, 15.2 SEER2 and 10.0 EER2 air source heat pump.

§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 ~~INAME 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 ~~INAME 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 ~~THE TOWN OF FRISCO, COLORADO~~ [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:

101.1 Title. 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





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 26, 2026

Summary & Background:

Before the Town Council on May 26, 2026 is the second reading of Ordinance 26-15. The Town Council approved the first reading at the May 12, 2026 meeting. No modifications were requested or made to Ordinance 26-15 which is 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 Second Reading.

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 of 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