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**MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
AUGUST 11, 2026
4:15 PM**

WORK SESSION

- Agenda Item #1: Arts & Culture Council & Town Council Joint Work Session
- Agenda Item #2: Landscaping and Revegetation Requirements Code Discussion
- Agenda Item #3: Downtown Colorado Incorporated Economic Development Program Presentation

REGULAR MEETING

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

Call to Order:

Rick Ihnken, Mayor

Roll Call:

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

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:

Recreation Department Monthly Report - June 2026

Consent Agenda:

Consideration and Possible Approval of Minutes from July 28, 2026 Meeting

Consideration and Possible Approval of Resolution 26-21: A RESOLUTION OF THE TOWN COUNCIL FOR THE TOWN OF FRISCO, COLORADO, AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE A CONTRACT WITH A-1 CHIP SEAL FOR THE PURPOSES OF SLURRY SEAL WORK

Consideration and Possible Approval of Resolution 26-22: A RESOLUTION AUTHORIZING THE PURCHASE OF A CAT 930 WHEEL LOADER

New Business:

Agenda Item #1: Consideration and Possible Approval of Resolution 26-23: A RESOLUTION APPROVING A REVOCABLE LICENSE AND RIGHT OF ENTRY AGREEMENT FOR UTILITY THERMAL ENERGY NETWORK TEST BORE (RE: TOWN HALL PROPERTY, 1 MAIN STREET, FRISCO, COLORADO)

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



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: VANESSA AGEE, COMMUNICATIONS DIRECTOR, & BLAIR MILLER, HISTORIC PARK & MUSEUM MANAGER
RE: ARTS & CULTURE COUNCIL & TOWN COUNCIL JOINT WORK SESSION
DATE: AUGUST 11, 2026

Summary & Background:

In January 2023, Frisco Town Council approved through resolution the [Frisco Five-Year Arts and Culture Strategic Plan](#), which recommended the creation of a Frisco Arts and Culture Council (FACC). Subsequently, [Ordinance 23-01](#) was also passed by Town Council in January 2023, establishing the Frisco Arts and Culture Council. Seven FACC members were appointed in May 2023 by Town Council, and subsequently, two of the members could not continue serving in their roles on the FACC due to personal and scheduling concerns, and two new members were appointed. Currently, six of the seven FACC members are Frisco residents, and one is a County resident and a Frisco business owner:

- Daymon Pascual- Frisco resident and business owner; Terms- appointed to first term in May 2023 through May 2026 and then reappointed to serve a three-year term from May 2026 through May 2029
- Megan Testin (Chair)- Frisco resident; Terms- appointed to first term in May 2023 through May 2026 and then reappointed to serve a three-year term from May 2026 through May 2029
- Jamie Callahan (Vice-Chair)- Frisco resident; Terms- appointed to vacant three-year term in September 2023, served out the rest of the three-year term until May 2026 and then reappointed to serve a three-year term from May 2026 through May 2029
- Melissa Sherburne- Frisco resident; Terms- appointed to first term from May 2023 through May 2025 and then reappointed to serve a three-year term from May 2025 through May 2028
- Todd Altschuler- Frisco resident; Terms- appointed to first term from May 2023 through May 2025 and then reappointed to serve a three-year term from May 2025 through May 2028

- Alison Lindsey- Frisco resident; Terms- May 2023 – May 2024 and then reappointed to serve a three-year term from May 2024 through May 2027
- Diane Harty Schlaefer- Frisco business owner; Terms- Appointed in September 2023 through May 2024 and then reappointed to serve a three-year term from May 2024 through May 2027
- Andy Held- Town Council Member and FACC liaison- appointed on May 2023

The appointment of a Town Councilmember is optional per the ordinance passed by Town Council in 2023, and the FACC has been supported by Town Council Member Andy Held, who serves as the FACC liaison and was appointed in May 2023. Councilmember Held has indicated that he may wish to step back from this role going forward.

The FACC is also supported by two non-voting Town staff members, Blair Miller and Vanessa Agee, who act as a conduit between the Arts and Culture Council, other Town staff, and Town Council. Town staff arrange meeting locations, distribute the agendas, write meeting minutes for FACC approval, secure Town resources, and implement FACC programs and projects with the support of other Town staff.

Analysis:

The FACC has been utilizing the [Frisco Five-Year Arts and Culture Strategic Plan](#) as a road map to determine which projects and programs to pursue. The plan states that the goal of arts and culture programming should primarily be to support local quality of life and create community attachment, rather than acting as an economic driver or way to attract more visitors. To that end since its last update to Town Council in February 2024, the FACC has been implementing the programming and projects that the plan outlined for years one through three. This is an update covering efforts since 2024:

1- Continue supporting existing Frisco arts and culture events.

- **July 4th Parade-** The FACC launched a parade float stipend program in 2023 for July 4th parade floats to add vibrancy and artfulness to the parade. Four stipends were provided during the first year in 2023, and subsequently, five \$500 stipends were provided in 2024. In 2025, the FACC made the decision to provide greater support to businesses with a \$1,000 stipend to encourage more ambitious float designs, while still retaining the smaller \$500 community stipend option, resulting in four \$1,000 stipends and three \$500 stipends in 2025. In 2026, five \$1,000 stipends were awarded and two \$500 stipends which included a \$500 stipend that events used to purchase materials for children to decorate their bikes for the parade.

Each year since 2024, the FACC has also been partnering with Breck Create and the Towns of Dillon and Silverthorne to commission a custom art float which appears in the Breckenridge and Frisco July 4th parades and at Dillon and Silverthorne July 4th events.

- **Wassail Days-** In 2025, the FACC offered to assist with selecting art for the annual Wassail Days mug design. The FACC did a call for local artists and is now in the second year of selecting the artist and providing direction on the design.

2- Support music and spoken word through various approaches.

- The FACC has offered a total of 14 beginner and intermediate sound and lighting workshop sessions for youth and adults through a partnership with Ten Mile Music Hall which included local sound and lighting professionals and musicians.
- The FACC continues to pursue a songwriting workshop series, as this is a gap in current countywide programming.
- The FACC has also been working on a Frisco “characters” podcast, and while the concept has been developed, the logistics and staff time needed have delayed execution.

3- Identify locations for an “Art Lab” to host local art workshops.

- The FACC has hosted one gouache landscape painting workshop at the Frisco Bay Marina Landing Building. This was successful due to FACC member Melissa Sherburne identifying an artist with a strong following who drew participants and the marketing, logistics, and registration support that the FACC could offer. FACC and staff continue to work on finding similar opportunities to offer pop-up art workshops that provide unique offerings not already available in Summit County.

4- Work to define a Frisco AI Fresco community dinner and/or outdoor film event.

- Since 2024, the FACC has combined these two goals to host a movie night at the Frisco Bay Marina’s Lighthouse Lawn in late August. This event now includes a pre-movie DJ, drink sales by the Island Grill, food trucks, free make and take art with the Frosted Flamingo, and a movie on an outdoor movie screen on the lawn. New this year- the community voted for their movie choice, choosing Sandlot for the Saturday, August 29 movie night.
- The FACC is once again discussing the idea of a Frisco AI Fresco community dinner and how to implement this in Frisco.

5- Acquire the services of muralists, pop up artists, and participatory and youth art-focused events.

- In March 2024, the FACC received 131 submissions for the outdoor mural commissioned for the pedestrian/bicycle tunnel in Frisco under Highway 9, and that fall, artist Pat Milbery completed the tunnel mural. This tunnel connects the multi-use recreational pathways from the Peninsula Recreation Area (PRA) and the County Commons on the south side of Frisco, and the Frisco Adventure Park staff then also commissioned Pat Milbery to complete murals on some of the rope tow structures at the terrain park. A small interior portion of the mural in the tunnel needed to be evaluated due to issues with the paint peeling, and repair efforts are ongoing.
- For several years, the FACC hosted and participated in a community ice art event, Frozen Frisco, next to the Frisco Nordic Center Lodge during Team Summit's Eat, Ski, Be Merry event. The community and FACC members created ice art and provided hot cider to Eat, Ski, Be Merry participants as part of the event and as outreach. This was an effort that started with the Make Frisco group before the art plan was drafted or the FACC was formed. In 2026, the FACC determined that this effort had run its course and decided to focus on other efforts.
- During summer 2024 and summer 2025, the FACC executed a successful mural program on the Town's multi-use recreational pathways, resulting in the completion of eight murals on Frisco's recreational pathways.
- During the summer of 2025, the FACC also commissioned a mural on the restroom structure at Walter Byron Park.
- In 2024 and 2025, the FACC also initiated a mural scavenger hunt encouraging participants to find the murals around Frisco and take photos of the murals to "redeem" for mural stickers at the Frisco/Copper Visitor Information Center.
- To celebrate the 250th anniversary of the United States declaring independence and the 150th anniversary of Colorado's statehood, the FACC worked with students from Frisco Elementary, Summit Middle School, and Summit High School art teachers and students to create art banners that celebrate what these anniversaries mean to them in terms of community, history, and culture. The FACC also received the official logo from the Colorado Sesquicentennial Commission to include on the banners.

Designs were submitted by students, and 30 designs were chosen by the FACC. Students were paid \$50 each for the use of their designs, and they will receive their own banner to keep once they are taken down later this summer. These banners were put up in June so they would be visible during the 2026 July 4th celebrations and Colorado Day on August 1, 2026.

- The FACC currently has an active call for qualifications for a muralist to paint the building adjacent to Recreation Way near the Frisco Nordic Center lodge. This mural is anticipated to be completed in the fall of 2026.
- The FACC also has an active call for qualifications for a graphic designer to create six to nine designs to wrap the 36 new waste and recycling receptacles which will be installed at 18 locations along Main Street. This project has an anticipated completion date in December 2026.

Maintaining Existing Public Art Pieces

- Realizing that it is important to maintain and repair public art already owned by the Town, the FACC directed staff to contract with Pacific Coast Conservation out of Denver in 2023 to create a plan to maintain and repair the seven pieces of public art already owned by the Town. Subsequently, Pacific Coast Conservation has been assessing, photographing, cleaning, and maintaining all of the pieces and has provided a comprehensive plan with recommendations for future routine maintenance, treatments, and repairs for Town owned public art. Staff has also worked with Pacific Coast Conservation to determine which materials will work best for future public art installations.

Projects Currently Identified for 2027

The FACC has identified one potential art installation, sculpture move, and several ongoing efforts for 2027 and will continue to work to identify projects and programs after the budget is approved for 2027.

- The FACC has been working with the [Colorado Mosaic Artists](#), which is an arts organization committed to promoting mosaic art in Colorado, to design and install a mosaic on the seating wall behind the Frisco/Copper Visitor Information Center. This is in the planning phases for an anticipated completion in the summer of 2027.
- The FACC found a suitable location at the Frisco Adventure Park in the plaza between the Day Lodge and Slopeside Hall for “I’m the Boss”, the elk bronze currently located in the Exit 203 roundabout, which will be displaced in 2027. FACC worked with the Frisco Adventure Park and Public Works staff to select this location, and Pacific Coast has been providing expertise on the new concrete pedestal for the sculpture and best practices for the move.
- The FACC will continue to work with Pacific Coast Conservation to maintain existing pieces and to determine best practices and materials for new

pieces.

- The FACC will continue to work on the Wassail mug design.
- The FACC plans to continue the movie night at the Frisco Bay Marina, as well as July 4th stipend and artful float efforts.

Financial Impact:

The 2026 approved budget for arts and culture programming and capital is \$80,000. In addition, the FACC requested that an Arts and Culture fund be created for 2026 so that there is an ability to save for larger projects and accept donations and other revenue.

Alignment with Strategic Plan:

Arts and culture programming supports an inclusive community where diverse ideas and interests are welcome, and community connection is valued and grown to support resident quality of life.

Sustainability:

Public art may be used to express community values around environmental sustainability and making decisions about art and culture through this lens can support what kind of art, events, and materials are selected and supported.

Staff Recommendation:

This work session is intended to be an open conversation between Frisco Town Council and the Frisco Arts and Culture Council. Some possible discussion points:

1. Are there projects that have felt like particularly impactful ways to implement the Frisco Five-Year Arts and Culture Strategic Plan?
2. Are there future programs and projects in the Arts and Culture Strategic Plan that the FACC should prioritize? As a reminder, this 5-year plan specifically lays out a year-by-year strategy to accomplish the community's goals, and the annual budget is created to complete these goals.
3. Are there programs and projects that are not specifically addressed in the Frisco Five-Year Arts and Culture Strategic Plan that you would like to address and discuss?
4. If Councilmember Held is no longer on the FACC, is there an interest in filling this optional position on the FACC?

Reviews and Approvals:

Diane McBride, Deputy Town Manager
Tom Fisher, Town Manager



STAFF REPORT

TO: TOWN COUNCIL
FROM: KATIE KENT, COMMUNITY DEVELOPMENT DIRECTOR
RE: WORK SESSION: TOWN CODE, CHAPTER 180-6.14, LANDSCAPING AND REVEGETATION REQUIREMENTS
DATE: AUGUST 11, 2026

Summary & Background:

Before the Town Council on August 11, 2026, is a work session to discuss proposed modifications to Chapter 180 of the Code of Ordinances of the Town of Frisco, Colorado. The changes were initiated in response to new statutory requirements and a long standing need expressed by staff to update the landscaping and revegetation requirements to be more practical and meet the community's needs. At the work session, Staff will:

1. Review the requirements outlined in Senate Bill 24-0005, a water conservation law that strictly prohibits the installation of nonfunctional turf, artificial turf, and invasive plant species on commercial, industrial, institutional, and common interest community (HOA) properties. The legislation applies to new developments and redevelopments.
2. Review the requirements outlined in House Bill 25-1113, a water conservation law that expands on SB24-0005 and limits the installation of nonfunctional turf and artificial turf in new residential and commercial developments. The bill expands on previous state regulations to promote drought-friendly landscaping across Colorado.
3. Provide a brief review of relevant portions of the Colorado Wildfire Resiliency Code (CWRC) in relation to safeguarding life and property within the Wildland-Urban Interface (WUI) through providing mandatory, state-wide minimum standards for home hardening and defensible space in mapped wildfire-risk areas. This includes identified zones around structures to reduce the risk of embers destroying homes.
4. Present an overview of more significant changes proposed to the landscaping and revegetation requirements.
5. Receive feedback from Council on the landscaping and revegetation requirements draft.

Staff encourages the Council to keep in mind the intent of landscape regulations which include managing environmental risks and maintaining community character. Landscaping is important to aid in drainage/stormwater management, stabilize slopes, provide buffers, heat reduction, increase property values and enhance neighborhood curb appeal. Staff's intent on revising the landscaping regulations is not just to bring it into conformance with state legislation but also recognizing that water conservation and wildfire resiliency are needs that are becoming more important in our community and Colorado. Our intent in these modifications is to find the balance to how much, where, and what type of landscaping shall be required while ensuring the town is also supporting water conservation and wildfire resiliency.

At the July 16, 2026 Planning Commission meeting, Staff requested the Commission provide guidance with regards to various aspects of the landscaping and revegetation requirements. Overall feedback provided by the Planning Commission was to maintain a minimum tree/shrub count for each property while not requiring an excess of trees for remodel/addition projects. Additionally, Commissioners did not support allowing amenities such as benches and planter boxes to be a replacement for trees and shrubs except on Main Street where alternatives are already permitted. Specific feedback to questions posed to Commissioners included:

- *With regards to requiring application submittals for the conversion or replacement of turf, Commissioners agreed an application should not be needed if the definition of xeriscape is clearly defined and explained in the code language.*
- *With regards to requiring application submittals for the removal of dead or diseased trees, Commissioners recommended an application should not be needed as long as there are clear requirements for replacement of trees and shrubs so there is enforcement action if replacement was required and not provided.*
- *With regards to if trees should be replaced when removed from the immediate zone, Commissioners agreed an application should not be needed as long as there are clear requirements for replacement of trees and shrubs so there is enforcement action if replacement was required and not provided.*
- *Commissioners noted that there needs to be an understanding at looking at the total existing trees on a property and not requiring new trees if there is an abundance of trees that are not proposed for removal.*
- *With regards to what an adequate tree and shrub count should be for the Town, Commissioners recommended:*
 - *Residential, per dwelling unit (1-3 dwelling units):*
 - *Three (3) trees and six (6) shrubs; or*
 - *Four (4) trees and three (3) shrubs; or*
 - *Five (5) trees and no shrubs*
 - *Non-Residential and 4+ residential dwelling units:*
 - *Three (3) trees and two (2) shrubs for every 1500 sq. ft. of floor area*
- *With regards to allowing alternatives to landscaping in certain zone districts in Town, Commissioners recommended not allowing in other areas/zone districts and requiring landscaping in tree and shrub form (keep requirements as written in code currently)*

- *Commissioners agreed that regarding the proposed surface in the immediate zone, the Town should continue to follow the current Code definition of lot coverage to determine if the proposed surface is exempt or not.*

Analysis:

Senate Bill 24-0005

The primary intent of SB24-0005 was to reduce outdoor water demands by limiting the amount of non-native, cool season, high water use turf in landscaping. The bill intended for communities to replace the practice of installing nonfunctional, high water use turfgrasses (turf) with “water-wise landscaping” that reduces outdoor water consumption “without adversely impacting quality of life or landscape functionality.” The bill did not apply to new residential development.

House Bill 25-113

The primary intent of HB25-1113 was to expand the requirements of SB24-0005. HB25-1113 added definitions for functional artificial turf and nonfunctional artificial turf and required communities to adopt standards that prohibit nonfunctional artificial turf. This bill also defined compliance to include new and redeveloped multifamily development with more than twelve (12) units and requires local governments to create standards/practices to reduce irrigation demands in all other new residential developments.

2025 Colorado Wildfire Resiliency Code (CWRC)

The CWRC was created to achieve numerous objectives that included protecting structures against embers and establishing defensible space. Through the mandatory requirements outlined in this Code, the town’s current landscaping requirements contradict what is permitted with regards to vegetation within defensible space zones. The CWRC is regulatory for areas identified on the state map and does not include all properties in Town. Exceptions to the CWRC include:

- Detached tool sheds under 120 square feet and 10 feet from buildings
- Alterations or repairs affecting less than 25% of roofs or walls
- Additions under 500 square feet

A commonly use term today is the Wildland-Urban Interface (“WUI”). This is known as the transitional zone where human development meets or intermingles with undeveloped wildland vegetation and flammable fuels. This area matters since it is where the man-made structures blend with natural, combustible vegetation and is highly susceptible to wildfires. To assist in fire mitigation, defensible spaces and fire-resistant building material requirements are becoming more stringent in Colorado.

Attachment 1, Draft 180-6.14. Landscaping and Revegetation Requirements.

Attachment 1 includes:

- A Table of Contents on page 1 to assist understanding the new layout. This may be rearranged as the regulations are finalized.
- Text boxes on the right side of the pages to provide insight or highlight questions for the Planning Commission
- Page 24 contains staff notes regarding other parts of the Town Code that may need to be modified at the same time as 180-6.14 due to potential inconsistencies and/or general clean-up related to turf, irrigation, and/or landscaping. Staff has included these for Commissioners to see how landscaping is connected to other parts of the Town Code.

Applicable Definitions

Through the above stated legislation, the Town is incorporating required definitions into the landscaping regulations. These are included in the draft regulations under 180-6.14.8.

Alignment with Comprehensive Plan:

Goals and strategies from the 2025 Frisco Comprehensive Plan that are applicable to the Landscaping and Revegetation Requirements include:

Goal R.1: Conserve and manage freshwater resources efficiently to ensure sustainable water availability and meet the community's long-term needs.

5. *Update the UDC to create a more robust water conservation program. Encourage native planting and limit the use of turf grass which requires more water to grow. Prohibit outdoor watering for properties outside of the Town boundaries that use town water. Consider additional education and resources for waterwise landscape and low-impact development at a residential and commercial scale. Ensure new developments follow water conservation and water quality protection guidelines/regulations.*

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

1. *Pursue wildfire mitigation effort. Focus on the WUI, the watershed above Tenmile Creek, and create a buffer zone between natural and developed areas.*

Goal R.3: Manage development in relationship to water and sewer capacity.

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

4. *Support comprehensive sustainable design standards including solar orientation, landscaping guidelines, and water conservation and consider updating the UDC while considering affordability implications.*

Staff Recommendation:

Staff requests the following feedback from the Town Council:

1. Are there questions on understanding SB24-0005, HB25-1113, and the CWRC?

2. Does the Council have feedback from Council on the landscaping and revegetation requirements draft.

Attachments:

- Attachment 1 – DRAFT 180-6.14 Landscaping and Revegetation
- Attachment 2 – Existing 180-6.14 Landscaping and Revegetation
- Attachment 3 – House Bill 25-1113
- Attachment 4 – Senate Bill 24-0005
- Attachment 5 – 2025 Colorado Wildfire Resiliency Code

180-6.14. LANDSCAPING AND REVEGETATION

DRAFT TABLE OF CONTENTS

180-6.14. Landscaping and Revegetation Requirements.

180-6.14.1. Purpose.

180-6.14.2. Applicability.

180-6.14.3. Modifications to the Landscape Standards.

180-6.14.4. Landscaping Requirements By Project Type.

A. Residential Development, 1-3 dwelling units.

B. Non-Residential Development, including commercial, mixed-use, and 4+ residential dwelling units.

C. Public Projects.

D. Additions to Existing Developments.

180-6.14.5. Required Wildfire Mitigation. The Town of Frisco follows the Colorado Wildfire Resiliency Map. Properties identified on the map as low intensity, moderate intensity, or high intensity are required to follow regulations within the Colorado Wildfire Resiliency Code as adopted by Ordinance.

A. The creation of defensible space around structures is required for all new construction that affects the exterior of a structure and/or a structure's footprint.

B. The following standards apply to the creation of defensible space around a structure:

1. The Immediate Zone.

2. The Intermediate Zone.

3. Extended Zone.

180-6.14.6. General Landscape Requirements.

A. Species Diversity.

B. Parking Area Landscaping.

C. Additional Screening.

D. Protection of Existing Vegetation

E. Revegetation of Disturbed Land.

F. Completion.

G. Landscape Maintenance.

H. Xeriscape Requirements.

180-6.14.7. Plant Materials.

A. Planting Requirements.

B. The following further limits the type of planting that can occur on a site:

C. Prohibited Landscaping.

D. Noxious Weeds.

E. Plant Materials List

180-6.14.8. Landscape Definitions.

180-6.14.9. Landscape Plan Submittal Requirements.

180-6.14. Landscaping and Revegetation Requirements.

180-6.14.1. *Purpose.* The purpose of this section is to provide landscaping standards for sites undergoing development or redevelopment in the Town of Frisco. It is the Town's goal that landscape design protects the area's unique natural beauty and environment, enhances its aesthetic appeal, and reduces wildfire ignition risk while promoting water conservation principles.

180-6.14.2. Applicability.

- A. The requirements of this Section shall apply to all landscaping planted, installed, or removed, within the Town with the exception of:
 - 1. Turf conversion. Conversion or replacement of turf on a site with a prior approval of a site plan shall not require a site plan provided that:
 - a. Overall landscaped area and quantities are maintained; and
 - b. Existing trees are preserved unless within five feet from the structure; and
 - c. The turf conversion or replacement is consistent with applicable standards in the Tree and Plant list.
 - 2. Dead Trees. Removal of dead trees on private property shall not require a permit from the Town of Frisco, and do not require replacement.

180-6.14.3. *Modifications to the Landscape Standards.* The Community Development Director is authorized to modify the standards set forth in this Section upon finding that:

- A. The strict application of these standards is not possible due to wildfire urban interface requirements for defensible space; and
- B. The modification is consistent with the purpose of this section; and
- C. The modification is the minimum modification that would afford relief and would be the least modification of the applicable provisions of this chapter.

The Community Development Director shall require that an applicant requesting a modification supply the information necessary to substantiate the reasons for the requested modification. The details of any action granting modifications will be recorded and entered in the files of the planning division.

Suggested language to have solution if small lot cannot meet landscaping requirements due to defensible space requirements (similar to Stothorne code language). Possibly Delete; there is a 10% reduction in landscaping through administrative adjustment already

180-6.14.4. *Landscaping Requirements By Project Type*. Required trees should be planted predominantly in the front setback and the side yards to increase the visual buffer of the building and paving from the street, enhance the site, and provide a landscape buffer to adjacent properties. Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission on competent evidence that the proposed plant material is suitable to the climate and placement on the site.

Existing Code has: "Residential", "Mixed Use", "Commercial", "Commercial and Mixed-Use Large", and "Public".

Proposing to now just have "Residential single and 2 household", "Residential with 3 or more and Nonresidential" and "Public"

A. *Residential Development: single-household and two household.*

1. Existing on-site trees and shrubs that remain healthy and undisturbed during the site's development may be credited for required landscaping provided they meet the minimum size, species, and location requirements.
2. The following are per-dwelling-unit minimum requirements:
 - a. Three (3) trees and six (6) shrubs; or
 - b. Four (4) trees and three (3) shrubs; or
 - c. Five (5) trees and no shrubs.
3. All deciduous trees used to meet the landscaping requirements shall be a minimum of one-and-one-half-inch-caliper and a minimum of eight (8) feet in height, measured as shown in Figure 6.14.CITE FINAL #. All trees (existing and proposed) not meeting the one-and-one-half-inch caliper or eight foot-high standard will not count toward the landscaping requirements.

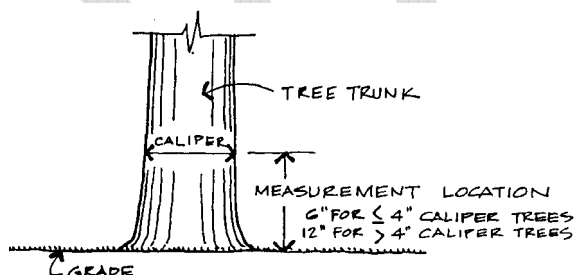


Figure 6.14.CITE FINAL # Tree Caliper Measurement

4. All evergreen trees used to meet the landscaping requirements shall be six (6) feet or greater. All trees (existing and proposed) not meeting the six-foot-high standard will not count toward the landscaping requirements.
5. All shrubs used to meet the landscaping requirements shall be at least one and one-half (1.5) feet tall and a minimum five-gallon container when planted.
6. A minimum of one tree shall be planted within the yard setback adjacent to any public street for every 30 feet of total street frontage or fraction thereof. Street trees shall be placed at least eight feet

away from the edges of driveways and alleys and to the extent reasonably feasible, be positioned at evenly spaced intervals.

B. *Residential Development with Three or More units in a development and Non-Residential Development.* To the greatest extent possible, existing healthy trees shall be saved upon development of a property unless it can be demonstrated that site restrictions necessitate their removal. Existing on-site trees and shrubs that remain healthy and undisturbed during the site's development may be credited for required landscaping provided they meet the minimum size, species, and location requirements.

Non-Residential would match non-residential standards: "non-residential use that requires site plan review and Mixed-use development"

1. A minimum of one (1) tree and one (1) shrubs shall be provided for every 1,500 square feet of lot area not covered by a building or parking.
2. All deciduous trees used to meet the landscaping requirements shall have a minimum two-inch caliper.
3. All evergreen trees used to meet the landscaping requirements shall have a minimum height of eight (8) feet.
4. All shrubs used to meet the landscaping requirement shall be at least one and one-half (1.5) feet tall and a minimum five-gallon container when planted.
5. The following alternative forms of landscaping may be used to meet the vegetation requirements:
 - a. For properties fronting Main Street or Summit Boulevard: Up to 50 percent of the landscaping required by Sections 180-6.14.CITE FINAL SECTION may be provided in the form of street furniture, planter boxes, or other forms of landscaping. To be substituted for landscaping that is otherwise required; planter boxes shall have a minimum plantable area of 16 square feet. Each bench or each 16 square feet of plantable planter box area or other non-vegetative landscaping may be substituted for one required tree.
 - b. For properties fronting Main Street, East and West Main Street or Summit Boulevard: Up to 25 percent of the landscaping required by Sections 180-6.14.CITE FINAL SECTION may be provided in the form of public art or public space such as a patio, plaza, or outdoor seating area. To be substituted for landscaping required by Sections 180-6.14.CITE FINAL SECTION public spaces shall have a minimum area of 100 square feet. Each 100 square feet of public space may be substituted for one required tree.

Alternatives exist in code now. Does PC want to expand to properties off Main Street and Summit Blvd? (Dillon Dam Road? Lusher Court? Ten Mile Drive?)

C. *Public Projects.* For projects undertaken by the Town or projects which will serve a public purpose and benefit such as, but not limited to: public

parks, recreation areas and rights-of-way, the amount of trees and shrubs required shall be determined by the Town. The Town shall be guided by the comparison with similar uses within Town or within the region to determine appropriate landscaping requirements.

- D. *Additions to Existing Developments.* In determining landscape requirements for additions to existing structures, the required amount of landscaping in this Article shall be in accordance with this section. A nonconforming use or structure that is nonconforming due to inadequacies in its provision of landscaping may be expanded, changed, or altered provided that landscaping is provided for the expansion in accordance with this section.

180-6.14.5. *Required Wildfire Mitigation.*

- C. The creation of defensible space around structures is required for all new construction that affects the exterior of a structure and/or a structure's footprint.
- D. The following standards apply to the creation of defensible space around a structure:
1. The property shall be divided into three (3) zones shown in the table below. The zones shall measure from the eaves of the building or structure including attached structures or protrusions, such as a deck on the property.

Zone	Distance
Immediate Zone	0' to 5'
Intermediate Zone	5' to 30'
Extended Zone	30' and greater

2. Except as may be required to remove dead or diseased trees, no portion of any property may be "clear cut" in order to achieve defensible space.
 3. Except as may be required to remove dead or diseased trees, no more trees shall be allowed to be removed than are necessary in order for the landowner to create defensible space around a property.
- E. *The Immediate Zone.* The following specific standards apply to the creation of defensible space within the immediate zone (0 to 5 feet).

All of Wildfire Mitigation could be deleted since already in and enforced through Summit Fire where applicable on map. Drafted in here in case want but most likely will delete

Not sure how to verify dead/diseased trees; a letter from landscaper is currently required and people tend to skip it and just cut them down without getting permit

1. All trees including limbs along with shrubs, conifers and other landscaping materials shall be removed.
2. All vegetation and combustible and flammable materials shall be moved away from exterior walls, under the eaves, and/or decks. This includes: mulch, shredded rubber, ground fuels, flammable plants, leaves, needles, and firewood piles.
3. Surface materials shall be noncombustible hardscaping such as rock, gravel, concrete, sand or stone/concrete pavers.

0 to 5' from structure essentially only allows noncombustible hardscaping. Due to this being required, does PC want to exempt this area from lot coverage calculations?

F. *The Intermediate Zone.* The following specific standards apply to the creation of defensible space within the intermediate zone (5 to 30 feet):

1. All dead and diseased trees, shrubs, and other landscaping materials shall be removed.
2. Healthy deciduous trees may be added if they are planted in small irregular islands or clusters.
3. Other healthy, firewise trees, shrubs, and other landscaping material shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches.
4. Shrubs shall be spaced at least 10 feet away from the edge of tree branches.

G. *Extended Zone:* The following specific standards apply to the creation of defensible space within the extended zone (30 feet and greater):

1. All dead and diseased trees, shrubs, and other landscaping materials shall be removed.
2. Healthy trees, shrubs, and other landscaping materials required by an existing approved landscape plan shall be preserved.
3. Other healthy, firewise trees, shrubs, and other landscaping material shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches.
4. Healthy deciduous trees may be added if they are planted in small irregular islands or clusters.
5. Groups of trees with a minimum of 12 feet between the widest portion of individual crowns of each grouping shall be preserved to allow buffers to remain and to prevent wind throw.

180-6.14.6. *General Landscape Requirements.*

- A. *Plant Spacing.* Spacing of plant material shall be appropriate for each species planted
- B. *Species Diversity.* To prevent uniformity and insect or disease susceptibility, species diversity is required and extensive monocultures of trees are prohibited. Species diversity does not apply to existing trees or trees planted in excess of the minimum number required by this

article. The following minimum requirements shall apply to any development plan:

Number of required trees on site	Maximum percentage of any one species
1—9	No diversity required
10—19	45 percent
20—39	33 percent
40 or more	25 percent

C. *Parking Area Landscaping*. In addition to the landscaping required in 180-6.14.CITE FINAL SECTION landscaping is required under this section to reduce the visual impacts created by parking areas.

1. Any parking lot providing 20 or more parking spaces shall have an area equal to at least six percent of the total paved area landscaped. In parking areas providing 20 or more parking spaces, at least 50 percent of the landscaping required by this section must be internal to the parking area. The remainder of the landscaped area may be external to the parking area so long as it is within ten feet of the perimeter of the paved area.
2. All landscaping required by this section shall include at a minimum, one tree and two shrubs for every 150 square feet of landscape area required, or fraction thereof. All required trees and shrubs must meet the minimum plant size requirements set forth in Section 180-6.14.CITE FINAL SECTION
3. Internal parking lot landscaping provided shall be proportionately dispersed so as to define aisles and limit unbroken rows of parking.
4. Parking lot islands shall be a minimum of eight (8) feet in width and eight (8) feet in length and contain at least one tree.
5. Parking lot islands may not be used in the calculation of required snow storage.
6. Except in the Central Core District, parking lots with greater than ten (10) parking spaces that are abutting a property line shall incorporate a landscaped buffer between the property line and the paved surface of the parking lot. Required landscaped buffers shall meet the following standards:
 - a. Buffers shall be a minimum of ten feet wide
 - b. The location and type of all plantings shall meet sight distance requirements.
 - c. The following incentive is available:

Does PC want to keep parking lot landscaping for 20 or more parking space lots or change the threshold?

Does PC want to keep parking lot islands to a minimum of 8' x 8' or change?

6. pasted from non-residential dev't standards and will be deleted from that

- i. If a landscaped buffer incorporates double the plant quantities and area required above, or double the requirement in Section 180-6.14.3.F, Parking Area Landscaping, whichever is greater, then the applicant may locate up to 75 percent of the required parking in the front of the building along the principal street façade, with approval by the Planning Commission.
- 7. Except in the Central Core District, where a nonresidential or mixed-use building abuts parking or paved areas, a landscaped area shall be provided that varies from five to ten feet in width.
 - a. Required landscaped areas shall meet the following standards:
 - i. At least half of the landscaped areas shall be ten feet in width.
 - ii. This landscaped area shall be at least 50 percent of the length of the building.
 - iii. Landscaping shall also comply with Section 180-6.14.ii.
 - b. The following incentive is available:
 - c. If less than 50 percent of the required parking spaces are located in front of the building along the principal street façade, the landscaped buffer may be reduced to a minimum of 35 percent of the length of the building, with approval by the Planning Commission.

Figure 6-CITE FIGURE NUMBER AND TITLE

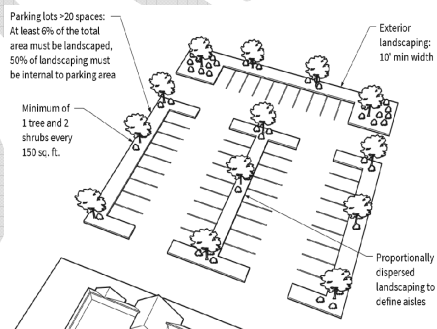
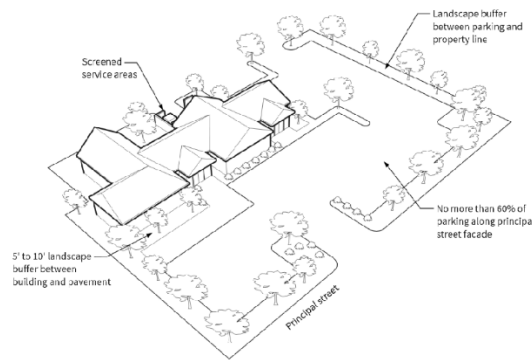


Figure 6-CITE FIGURE NUMBER AND TITLE



C. *Additional Screening.*

1. Additional landscape screening may be required when it is determined by Community Development Department staff or Planning Commission to be in the best interest of the affected properties only if it is determined that:
 - a. The proposed development will have a substantial adverse impact on an adjacent property; and
 - b. The substantial adverse impact is due to an impact of the proposed development that is unique and peculiar to the proposed development and not of the type normally associated with the type of development proposed; and
 - c. Requiring additional landscape screening will not contradict the wildfire mitigation requirements as outlined in Section.CITE
2. Additional landscaping, not to exceed 20 percent of the landscaping otherwise required may be required in areas including, but not limited to:
 - a. At the edges (perimeter) of a parking lot and between parking lots.
 - b. Between building development and recreational trails or open space.
 - c. Between multifamily or commercial development and a road or other public spaces.
 - d. Between commercial and residential areas.
 - e. On slopes of over 15 percent. Developers shall be required to place additional trees in sufficient numbers to screen such properties from major thoroughfares, such as Highway 9 and Main Street.

D. *Protection of Existing Vegetation*

1. Prior to the issuance of any grading or building permit, existing trees, shrubs, and/or sensitive native landscape areas that are to be preserved shall be defined in the field. These plants and areas shall

be defined by a minimum of a four-foot-high visibility fence (polyethylene, painted, wooden slat, snow fence, etc.) which is to be located no closer than the drip line of the vegetation to be preserved and which is to remain and be maintained throughout the construction period.

2. Construction debris storage/staging areas shall be located away from vegetation, at least one (1) foot outside the drip line of tree, to be preserved.
3. Any removed qualifying trees that are not subject to the exceptions set forth in Section 180-6.14.CITE FINAL SECTION shall be replaced unless replacement would conflict with required defensible space or fuel-reduction standards with a one for one and a half (1:1.5) replacement ratio.¹ All replacement plant material shall conform to the requirements by plant type set forth in 180-6.14.CITE FINAL SECTION, Plant Sizes.
4. All coniferous trees with a diameter of six inches or more and all deciduous trees with a diameter of three inches or more, measured one foot above the ground shall be defined as a qualifying tree and may be removed without replacement, only as follows:
 - a. Trees on land to be occupied by buildings, parking, and paving plus a maximum eight-foot clearance strip adjacent to the perimeter thereof.
 - b. Diseased trees, trees damaged by natural causes, and other trees that interfere with utility lines may be removed only upon authorization of the State Forester or other qualified person and authorization of the Town.
 - c. Trees whose removal is necessary for fire safety or wildland fire defense may be removed upon authorization of a qualified specialist and authorization of the Town.

¹The total diameter (in inches) of the replacement trees, must be one and a half times greater than the total diameter (in inches) of those trees removed, (e.g.-one removed 12-inch diameter coniferous tree may be replaced with two nine-inch-diameter coniferous trees, or three six-inch diameter coniferous trees, etc.) with a minimum diameter replacement for coniferous trees of four inches and for deciduous trees of two inches. The tree replacement requirements of this paragraph may be partially waived on a case-by-case basis as determined by Planning Commission for project sites that have at least 50 percent more again, the number of trees that would be required. In the case of these significantly forested sites, whenever possible, building and paving placement should occur in the least densely forested area of the lot to take advantage of any naturally occurring openings that would result in the removal of fewer trees.

E. *Revegetation of Disturbed Land.* Development activities should only disturb, clear, or grade the area necessary for construction.

1. All areas disturbed by grading or construction, not being formally landscaped, shall be mulched and revegetated with seeding and/or other plant materials. All seeded areas shall receive seeding mulch (e.g., straw-crimped in place or hydromulch, etc.). In order to promote growth and increase soil contact all rocks larger than three inches in diameter shall be removed, and a minimum of three inches of topsoil shall be installed utilizing existing stockpiled topsoil from the site, when possible. Seeded areas in excess of 3:1 (horizontal:vertical) slope (33 percent) shall receive biodegradable erosion control blankets, to reduce potential for damage from heavy, concentrated storm-water runoff. Seed mixes and other plant material shall be selected from the "Plant Materials List - Frisco Colorado". Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission based on competent evidence that the proposed plant material is suitable to the climate and placement on the site.
2. Keep vehicles and construction equipment out of undisturbed areas to preserve the natural ground cover and vegetation.
3. Following construction, stockpiled topsoil should be uniformly redistributed to a depth of three inches.
4. Topsoil shall consist of adequate and fully composted organic material.

F. *Completion.*

1. All approved landscaping must be completed prior to the issuance of certificates of occupancy generally in the months of May through October. Certificates of Occupancy will be issued during the remainder of the year prior to completion of approved landscaping only if the applicant provides a guarantee of improvements which is acceptable to the Town.
2. In the case of a drought, as determined by the Town, the property, the property owner may request from the Community Development Department an extension on the landscape installation time frame. If approved, the owner will be required to submit a bid from a local landscape contractor, along with one hundred fifty percent (150%) of the estimated cost of materials and labor, to be completed by the date given by the Community Development Department.

Staff to research if this is still best requirement for seeding/revegetation

Completion section is new and copied from Silverthorne. 1. Already followed by Town but not clear in Code. Staff unsure of using 2. Since not sure who/how drought declared

G. Landscape Maintenance.

1. Landscaping shall be maintained in good health and condition for perpetuity. If any vegetative landscaping required by this Article shall die the owner of the property on which it is located shall replace it with the vegetation required by the approved landscape plan within one year of the death of the vegetation. Where irrigation systems have been installed, these systems shall be kept operable, including adjustments, replacements, repairs and cleaning needed as part of regular maintenance.
2. Noxious Weeds. It is the duty of any property owner or occupant to control noxious weeds which aggressively invade native plant communities or are carriers of detrimental insects, diseases, or parasites and it is unlawful to permit such noxious weeds to grow as noted in Chapter 61, Brush, Grass and Weeds.

Existing language;
never been utilized or
enforced

- H. *Xeriscape Requirements.* Xeriscape is a landscape concept which promotes water conservation by minimizing the amount of native vegetation removed, limiting new vegetation to native or drought tolerant vegetation, limiting the amount and type of irrigation and other related measures to conserve water and create a native landscape. The following specific requirements shall be met for all development subject to the mandatory landscaping requirement, unless specifically exempted by another part of the Landscaping Regulations:

Need to clarify and use consistently
“irrigation” and
“watering” irrigation
generally applies to
automated or installed
systems while
watering refers to

1. All front, side and rear yards, exclusive of permitted access drives, walkways, parking lots and accessory structures, shall be left in natural vegetation.
2. *Water Conservation.* All landscape plans should be designed to incorporate water conservation materials and techniques through application of xeriscape landscaping principles while also prioritizing low-fuel, ignition-resistant plant materials.
 - a. *Maximum Amount of Irrigated Area.* The maximum amount of irrigated area cannot exceed twenty percent (20%) of the pervious area on a site.
 - b. Permanent irrigation systems shall be limited to functional turf areas and other specific areas where irrigation is demonstrated to be necessary due to site constraints or plant establishment needs, as approved by the Town. All permanent irrigation systems shall be clearly identified and labeled on the landscape plan, including system type and areas to be irrigated, to demonstrate compliance with this section. Temporary irrigation methods used for plant establishment, including hoses or other non-permanent systems, are permitted and are not subject to these requirements.

H.1. to restrict adding
new turf/landscaping.
However, does this
language makes sound
like no new trees
allowed?

Rework H.1. since
could be interpreted
as limiting other
desirable landscaping
or functional turf

Maximum amount of
irrigated area
requested by Staff and
copied from Summit
County

- c. Irrigation Systems for trees and shrubs that are designated with xeriscape rating X or XX as allowed by these regulations shall be designed as a drip irrigation system or other high-efficiency irrigation technology. XXX plants may only have temporary irrigation systems at the discretion of the Town to ensure successful plant establishment.
- d. Spray or sprinkler irrigation shall only be permitted for functional turf areas or seasonal planting beds.
- e. Permanent irrigation systems shall not be required for water-wise landscaping designs where plant species are identified as drought tolerant or suitable for non-irrigated establishment.
- f. Where irrigation systems are not being installed, the Town encourages an applicant to provide temporary, supplemental watering beyond natural precipitation for new plants and revegetation for no more than two (2) years to ensure successful plant establishment as required by these regulations. Revegetation can be established without supplementing natural precipitation if the revegetation procedures outlined above are followed.
- g. Outside irrigation shall follow day and time watering schedules as outlined in Frisco Town Code, Chapter 171.
- h. All irrigation systems shall be designed with at least two (2) zones to control the amount of water to planting areas and the lawn area so that water can be applied at differing rates based on species need.
- i. All irrigation systems shall be designed with a rain sensor that prevents irrigation if it is raining or if the soils and plants are moist. All irrigation systems shall be maintained per the provisions listed in Section 180-6.14 CITE SECTION.
- j. All irrigation systems shall have timers.

180-6.14.7. *Plant Materials.*

- A. *Planting Requirements.* Frisco has a harsh environment and careful plant selection and installation of landscape materials is essential to successful establishment of the landscaping. All new plant materials shall use species from the required plant list included in the Required Plant Materials List (CITE FINAL TABLE). Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission on competent evidence that the proposed plant material is suitable to the climate and placement on the site.
- B. The following further limits the type of planting that can occur on a site:

1. Trees, shrubs or other plants within an irrigated area shall be limited to species shown as either a X or XX plant in Table 3-2, unless other plants are approved by the Town for location in irrigated areas (X: Thrives in slightly dry conditions, and once established, generally requires about one (1) inch of water per week; XX: Thrives in dry conditions, and once established, generally requires about one-half (½) inch of water per week).
2. Trees, shrubs or other plants outside of an irrigated area shall be limited to a species shown as a XXX plant in Table 3-2, unless other plants are approved by the Town for location outside of irrigated areas (XXX: thrives in dry conditions, and once established, generally requires one-half (½) inch of water every two (2) weeks).
3. Planting of Firewise plant materials, as noted in Table 3-2 is encouraged.

C. *Prohibited Landscaping.* The following shall be prohibited:

1. *Nonfunctional Turf, nonfunctional artificial turf, and invasive plant species.* As part of a new development project, or redevelopment project, no applicable property shall install, plant, or place, any nonfunctional turf, nonfunctional artificial turf, or invasive species as defined in this section.
2. Nothing in this section prohibits:
 - a. A local entity from maintaining, or allowing any person to maintain, any nonfunctional turf, nonfunctional artificial turf, artificial turf, or invasive plant species installed, planted, or placed before January 1, 2026; or
 - b. Installation of artificial turf on athletic fields of play; or
 - c. Notwithstanding any provision of this section to the contrary, an applicant shall be allowed to install grass seed or sod that:
 - i. Is a native plant;
 - ii. Has been hybridized for arid conditions; or
 - iii. Is a low-water grass

Should this section be moved up to stand out more?

D. *Plant Materials List*

1. Plant materials listed are those determined to be suitable for Frisco's arid alpine environment. Landscaping materials required by this Article shall be chosen from this section. Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission on competent evidence, that the proposed plant is suitable to the climate and placement on the site.

2. *Xeriscape Rating* has been included to help the applicant select a mixture of drought tolerant materials, likely to survive in this climate with little water.

* - Native

X - Thrives in slightly dry conditions. Once established, these plants generally require about 1" of water per week.

XX - Thrives in dry conditions. Once established, these plants generally require about ½" of water per week.

XXX - Thrives in very dry conditions. Once established, these plants generally require about ½" of water every 2 weeks.

Table needs to be titled still. Copied from Summit County's code

- Consider separating trees/shrubs so easier to find
- Sthorne removed only native and instead uses drought-tolerant with native plants preferred

Scientific Name	Common Name	Approx. Water Needs	Firewise/Fire Resistant Plant Material	Native Colorado Plant Material	Approx. Mature Height
TREES and SHRUBS					
<i>Purshia tridentata</i>	Antelope Bitterbush	X	YES	YES	1 - 2'
<i>Populus tremuloides</i>	Aspen	X	YES	YES	35 - 50'
<i>Populus balsamifera</i>	Balsam Poplar	X	YES	YES	25 - 98'
<i>Prunus cerasifera</i>	Cherry, Cistena (Purpleleaf Plum)	X	YES	NO	15 - 30'
<i>Aronia melanocarpa</i>	Chokeberry, Black	X	YES	NO	3 - 6'
<i>Padus virginiana</i>	Chokecherry, Native	X	YES	YES	10 - 15'
<i>Picea pungens</i>	Colorado Blue Spruce	X	NO	YES	80'
<i>Malus sp.</i>	Crabapple, Radiant & Spring Snow	X	YES	NO	15 - 25'
<i>Prunus padus commutata</i>	Mayday	X	YES	NO	30'
<i>Pinus mugo</i>	Mugo Pine	X	NO	NO	3 - 5'
<i>Rosa glauca</i>	Rose, Redleaf	X	YES	NO	6 - 8'
<i>Amelanchier</i>	Serviceberry	X	YES	YES	6 - 18'
<i>Prunus virginiana</i>	Shubert Chokecherry	X	YES	NO	10 - 30'
<i>Sorbaria sorbifolia</i>	Spirea, Rock or Ashleaf	X	YES	NO	6 - 8'
<i>Abies lasiocarpa</i>	Subalpine Fir	X	NO	YES	36 - 72'
<i>Pinus aristata</i>	Bristlecone Pine	XX	NO	YES	50'
<i>Picea englemannii</i>	Engelmann Spruce	XX	NO	YES	80 - 100'
<i>Lonicera tatarica</i>	Honeysuckle, Carnold's Red	XX	YES	NO	4 - 6'
<i>Juniperus communis</i>	Juniper	XX	NO	YES	< 3'
<i>Arctostaphylos uva-ursi</i>	Kinnikinick	XX	YES	YES	1'
<i>Syringa vulgaris</i>	Lilac, Canadian & Common	XX	YES	NO	7 - 16'
<i>Pinus flexilis</i>	Limber Pine	XX	NO	YES	35'

<i>Pinus contorta</i>	Lodgepole Pine	XX	NO	YES	35 - 70'
<i>Acer ginnala</i>	Maple, Ginnala (Amur)	XX	YES	NO	6 - 10'
<i>Physocarpus monogynus</i>	Mountain Ninebark	XX	YES	YES	2 - 6'
<i>Cotoneaster acutifolius</i>	Peking Cotoneaster	XX	YES	NO	2 - 3'
<i>Potentilla</i>	Potentilla	XX	YES	YES	2-3'
<i>Rubus</i>	Raspberry, Wild	XX	YES	NO	4 - 6'
<i>Pseudotsuga menziesii</i>	Rocky Mountain Douglas Fir	XX	YES	YES	70 - 100'
<i>Rosa woodsii</i>	Rose, Woods	XX	YES	YES	2 -3'
<i>Shepherdia canadensis</i>	Buffaloberry, Russet or Silver	XXX	YES	YES	4 - 6'
<i>Ribes alpinum</i>	Currant, Alpine	XXX	YES	NO	5'
<i>Ribes aureum</i>	Currant, Golden	XXX	YES	YES	2 - 3'
<i>Ribes rubrum</i>	Currant, Red Lake	XXX	NO	NO	4'
<i>Ribes cereum</i>	Currant, Squaw or Wax	XXX	YES	YES	< 3'
<i>Chamaebatiaria millefolium</i>	Fernbush	XXX	NO	NO	6'
<i>Ribes inerme</i>	Gooseberry, Pixwell & Whitestem	XXX	NO	YES	8'
<i>Artemisia tridentata</i>	Sage, Big Leaf	XXX	YES	YES	1 - 1.5'
<i>Caragana arborescens</i>	Siberian Peashrub	XXX	NO	NO	> 6'
PERRENNIALS, GROUNDCOVERS, and ANNUALS					
<i>Osteospermum</i>	African Daisy	X	YES	NO	< 1'
<i>Ajuga</i>	Ajuga, Bugleweed	X	YES	NO	<.5'
<i>Aurinia saxatilis</i>	Basket of Gold	X	YES	NO	1'
<i>Campanula rotundifolia</i>	Bellflower, Harebell	X	YES	YES	1'
<i>Iberis spp.</i>	Candytuft	X	YES	NO	9 - 18"
<i>Aquilegia</i>	Columbine	X	YES	YES	1 - 2'
<i>Heuchera spp.</i>	Coral Bells	X	YES	NO	1 - 2'
<i>Leucanthemum spp.</i>	Daisy, Shasta & Painted	X	YES	NO	2 - 3'
<i>Delphinium spp.</i>	Delphinium	X	YES	NO	.5 - 3'

<i>Leontopodium alpinum</i>	Edelweiss	X	YES	NO	6 - 8"
<i>Chamerion angustifolium</i>	Fireweed	X	YES	YES	2 - 6'
<i>Digitalis</i>	Foxglove	X	YES	NO	3 - 7'
<i>Geranium spp.</i>	Geranium	X	YES	NO	2'
<i>Alchemilla</i>	Lady's Mantle	X	YES	NO	1 - 1.5'
<i>Lamium spp.</i>	Lamium	X	YES	NO	<1'
<i>Liatris spp.</i>	Liatris, Blazing Star, Gayfeather	X	YES	YES	6 - 24"
<i>Lychnis chalcedonica</i>	Maltese Cross	X	YES	NO	14 - 39"
<i>Argyranthemum</i>	Marguerite Daisy	X	YES	NO	1 - 3'
<i>Viola tricolor</i>	Pansy	X	YES	NO	< 1'
<i>Echinacea</i>	Purple Coneflower	X	YES	NO	2 - 3'
<i>Cerastium tomentosum</i>	Snow in Summer	X	YES	NO	6 - 12"
<i>Saponaria officinalis</i>	Soapwort	X	YES	NO	1 - 2.5'
<i>Galium odoratum</i>	Sweet Woodruff	X	YES	NO	4 - 8"
<i>Viola</i>	Viola	X	YES	NO	< 1'
<i>Minuartia obtusiloba</i>	Alpine Sandwort	XX	YES	YES	1 - 2"
<i>Aster spp.</i>	Aster	XX	YES	YES	1 - 2'
<i>Rudbeckia hirta</i>	Black-Eyed Susan	XX	YES	YES	3'
<i>Persicaria affinis</i>	Border Jewel	XX	YES	NO	8 - 12"
<i>Cosmos spp.</i>	Cosmos	XX	YES	NO	3 - 6"
<i>Thymophylla tenuiloba</i>	Dahlberg Daisy	XX	YES	NO	< 1'
<i>Hemerocallis spp.</i>	Daylily	XX	YES	NO	< 0.5'
<i>Dianthus spp.</i>	Dianthus	XX	YES	NO	.5 - 2'
<i>Senecio cineraria</i>	Dusty Miller	XX	YES	NO	0.5 - 1.5'
<i>Erigeron spp.</i>	Erigeron/Fleabane	XX	YES	YES	3 - 24"
<i>Gazania spp.</i>	Gazania	XX	YES	NO	> 1'
<i>Solidago</i>	Goldenrod	XX	YES	YES	2'
<i>Sempervivum spp.</i>	Hens & Chicks	XX	YES	NO	< .5'

<i>Carpobrotus edulis</i>	Iceplant	XX	YES	NO	> 0.5'
<i>Iris spp.</i>	Iris, Bearded	XX	YES	NO	1 - 3'
<i>Polemonium caeruleum</i>	Jacobs Ladder	XX	YES	YES	1 - 2'
<i>Stachys byzantina</i>	Lamb's Ears	XX	YES	NO	0.75 - 1.5'
<i>Calendula spp.</i>	Marigold	XX	YES	NO	8 - 18"
<i>Origanum vulgare</i>	Oregano	XX	YES	NO	1 - 3'
<i>Pulsatilla ludoviciana</i>	Pasque Flower	XX	YES	YES	15"
<i>Paeonia</i>	Peony	XX	YES	NO	3 - 5'
<i>Petunia</i>	Petunia	XX	YES	NO	1 - 1.5"
<i>Phlox subulata</i>	Phlox, Creeping	XX	YES	YES	< .5'
<i>Scabiosa</i>	Pincushion Flower	XX	YES	NO	1 - 1.5'
<i>Papaver nudicaule</i>	Poppy, Iceland	XX	YES	NO	1 - 3'
<i>Papaver orientale</i>	Poppy, Oriental	XX	YES	NO	1 - 3'
<i>Potentilla spp.</i>	Potentilla, Cinquefoil	XX	YES	YES	< .5'
<i>Geum spp.</i>	Prairie Smoke	XX	YES	YES	1.5'
<i>Portulaca oleracea</i>	Purslane	XX	YES	NO	2'
<i>Arabis alpina</i>	Rockcress	XX	YES	NO	<1'
<i>Armeria maritima</i>	Sea Pink	XX	YES	NO	0.5'
<i>Nierembergia gracilis</i>	Starry Eyes	XX	YES	NO	< 1'
<i>Limonium spp.</i>	Statice	XX	YES	NO	6 - 24"
<i>Sedum spp.</i>	Stonecrop	XX	YES	YES	< 1'
<i>Helianthemum nummularium</i>	Sunrose	XX	YES	NO	> 1'
<i>Thymus spp.</i>	Thyme	XX	YES	NO	< 0.5'
<i>Diascia intergerrima</i>	Twinspur	XX	YES	NO	12 - 18"
<i>Veronica umbrosa</i>	Veronica, Creeping	XX	YES	NO	< 0.5'
<i>Veronica liwanensis</i>	Veronica, Turkish & Woolly	XX	YES	NO	< 0.5'

<i>Vinca minor</i>	Vinca Vine, Periwinkle, myrtle	XX	YES	NO	< 1'
<i>Achillea lanulosa</i>	Yarrow	XX	YES	YES	1.5 - 2'
<i>Centaurea cyanus</i>	Bachelor Buttons	XXX	YES	NO	16 - 35"
<i>Gaillardia</i>	Blanket Flower	XXX	YES	YES	2 - 3'
<i>Eschscholzia californica</i>	California Poppy	XXX	YES	NO	1 - 2'
<i>Euphorbia polychroma</i>	Cushion Spurge	XXX	YES	NO	12 - 18"
<i>Oenothera</i>	Evening Primrose	XXX	YES	YES	4'
<i>Penstemon strictus</i>	Penstemon, Rocky Mtn.	XXX	YES	YES	1.5'
<i>Antennaria</i>	Pussytoes	XXX	YES	YES	< 0.5'
<i>Eriogonum umbellatum</i>	Sulphurflower	XXX	YES	YES	< 0.5'
GRASS MIXES					
	Short Grass Mixture	X			
<i>Lolium perenne</i>	Perennial Ryegrass	25%	A premium lawn mix for consistently watered and mowed lawns. Similar mix as used in sod. Not recommended for wildflowers.		
<i>Festuca rubra</i>	Chewings Fescue	30%			
<i>Poa pratensis</i>	Kentucky Bluegrass, Limousine	20%			
<i>Poa pratensis</i>	Kentucky Bluegrass, Marquis	20%			
<i>Lolium multiflorum</i>	Annual Ryegrass	5%			
	Short Dry Grass Seed Mixture	XX			
<i>Festuca trachyphylla</i>	Hard Fescue	30%	Drought tolerant low growing grass mix that can be left unmowed. Requires little water once established. Use with wildflowers only if not watering on a regular basis. With regular watering, this mix will out compete wildflowers. Grows 6" to 8" in height.		
<i>Festuca rubra</i>	Creeping Red Fescue	30%			
<i>Festuca ovina</i>	Sheep Fescue	25%			
<i>Poa compressa</i>	Canada Bluegrass	10%			
<i>Poa secunda</i>	Canby Bluegrass	5%			

Aggressive Grass Seed Mixture		XXX			
<i>Bromus inermis</i>	Smooth Bromegrass	15%	Quick cover mix that contains tall non-native aggressive grasses. Provides a crop or field look. Use for erosion control & reclamation. For very steep slopes & poor soils. With water, Can grow to 4' in height.		
<i>Agropyron cristatum</i>	Crested Wheatgrass	15%			
<i>Thinopyrum intermedium</i>	Intermediate Wheatgrass	10%			
<i>Poa pratensis</i>	Kentucky Bluegrass	10%			
<i>Dactylis glomerata</i>	Orchardgrass	10%			
<i>Festuca rubra</i>	Creeping Red Fescue	10%			
<i>Festuca arundinacea</i>	Tall Fescue	10%			
<i>Lolium perenne</i>	Perennial Ryegrass	5%			
<i>Phleum pratense</i>	Timothy	5%			
<i>Bromus marginatus</i>	Mountain Broomegrass	5%			
<i>Lolium</i>	Annual Ryegrass	5%			
Summit Hills Grass Seed Mixture		XXX			
<i>Elymus trachycaulus</i>	*Slender Wheatgrass	25%	Mixture of primarily bunch type grasses to provide a "natural" look. With water, can grow to 3' in height. Good companion with wildflowers. * Denotes native.		
<i>Festuca trachyphylla</i>	Hard Fescue	20%			
<i>Festuca ovina</i>	*Sheep Fescue	20%			
<i>Festuca arundinacea</i>	Tall Fescue	15%			
<i>Poa ampla</i>	*Big Bluegrass	10%			
<i>Poa secunda</i>	*Canby Bluegrass	10%			
Native High Country Grass Seed Mixture		XXX			
<i>Elymus trachycaulus</i>	Slender Wheatgrass	30%	100% Native mix. With water, can grow to 3' in height. Good companion for wildflowers.		
<i>Poa secunda</i>	Canby Bluegrass	15%			
<i>Poa ampla</i>	Big Bluegrass	10%			
<i>Festuca ovina</i>	Idaho Fescue	10%			

<i>Festuca ovina</i>	Sheep Fescue	10%	
<i>Pascopyrum smithii</i>	Western Wheatgrass	10%	
<i>Elymus gmelinii</i>	Blue Wildrye	5%	
<i>Deschampsia caespitosa</i>	Tufted Hairgrass	5%	

180-6.14.8. Landscape Definitions. The following words and phrases, when used in this section, shall have the meanings ascribed to them below.

Applicable Property means:

- A. Common interest community property; or,
- B. A street right-of-way, parking lot, or median; or
- C. Residential housing premises property containing more than twelve dwelling units

Functional artificial turf means artificial turf that is:

- A. Located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, and a portion of a park; or
- B. A component of a product designed and approved by a professional engineer for civil infrastructure projects, including but not limited to revetments for slopes, channels, levees, and dams.

Functional turf means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, and a picnic ground. Functional turf does not include decorative or unused lawn areas.

Nonfunctional turf means turf that is not functional turf and includes turf located in a street right-of-way, parking lot, median, or transportation corridor. Nonfunctional turf does not include turf that is designated to be part of water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and does not have herbicides applied.

Nonfunctional artificial turf means artificial turf that is not functional artificial turf.

Staff still needs to compare with definitions in all of Town Code to ensure no contradictions

Should not need "Applicable Property" when completed if have new regs for all development as drafted

Need to add irrigation and watering definitions

Turf means continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.

Turf, artificial means an installation of synthetic materials developed to resemble natural grass.

180-6.14.9. *Landscape Plan Submittal Requirements.* The applicant shall provide landscape, irrigation, and grading plans that cover the entire property. There may be a separate landscape plan, however, in most cases it can be configured with a site plan. All landscape plans must contain the following information including identification of defensible space zone, fuel-modification treatments, and ignition-resistant landscaping measures:

- A. Property lines and dimensions.
- B. Existing and finished grade.
- C. North arrow and both graphic and written scales.
- D. Name of Applicant and landscape consultants, if any.
- E. A legend indicating all proposed plant materials with common and botanical names, indication of drought tolerant plants, sizes, maximum spacing, caliper size, and quantities.
- F. Method of irrigation.
- G. Location of all plant material, other landscape features (including, but not limited to, wetlands, water bodies, rock outcroppings, detention areas, retaining walls) and buildings and paved areas (both existing and proposed).
- H. Ground surfaces and materials by type, such as paving, sod, mulch, edger, seed mixes, shrub and flower beds, etc., shall be clearly indicated with a note as to the percentage of plant coverage.
- I. Clearly labeled locations and calculations for amounts for all of the required landscape vegetation, including the percentage of drought tolerant plantings and any required parking area landscaping.
- J. A tree survey with the size and location of all existing coniferous trees with a diameter of six inches or more and all deciduous trees with a diameter of three inches or more measured one foot above the ground. The tree survey shall be prepared by and Colorado licensed surveyor.
- K. Identify which existing trees will remain on the property and how they will be protected from damage during construction.
- L. If snow storage is required, the location of all snow storage areas in relation to proposed landscaped areas must be shown.
- M. Identify construction debris storage and staging areas.

- N. Additional information may be required by the Town on a case-by-case basis if such information is deemed necessary to determine compliance with provisions of this Chapter.
- O. Identification of Wildland-Urban Interface (WUI) areas, defensible space zones, and proposed compliance with Firewise requirements, including plant spacing, limbing heights, and fuel-break treatments.
- P. Any turf and artificial turf must be identified with the functional use specified, including an explanation for the proposed footprint and why it is necessary.

DRAFT

Town Code in entirety to review prior to bringing forward for further adoption

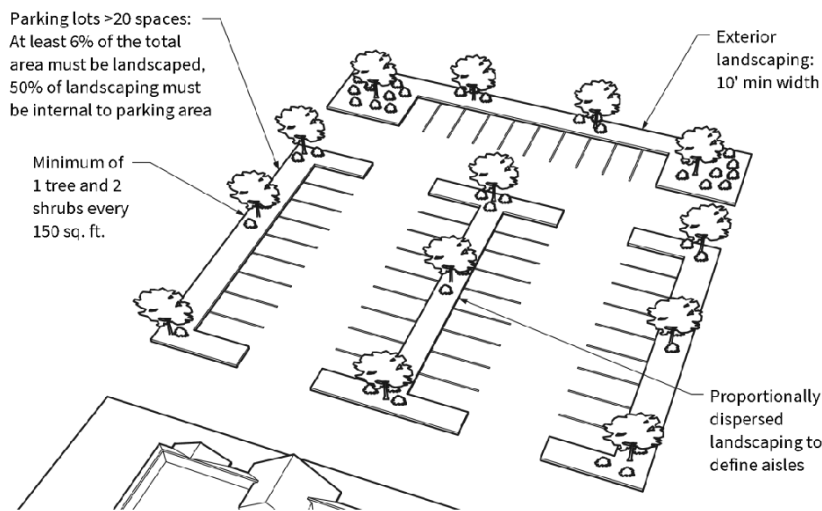
1. Lot Coverage definition – consider exempting the sq. ft. 0-5' from structure
2. Non Residential Development Standards “parking lot landscaping” needs to be deleted
3. Turf is also defined in Chapter 13-2 of Town Code specific to Block 17-27, inclusive, of the Frisco Cemetery.
 - a. cemetery allows Blocks 17 through Block 27 shall be turf.
4. Fences within the first eight (8') of a structure are required to be noncombustible or ignition-resistant.
 - a. This requires modifications to Town Code, 180-6.18, Fences and Walls:
5. Ensure 180-5.5 reduction for Affordable Housing Developments with regards to landscaping makes sense after we have final draft of landscape regs (ensure there is still a quantity to reduce by 20%, a species mix to be increased, and a minimum tree caliper to be reduced)
6. 180-6.17, Refuse Management: Should we add a section that landscaping is allowed in locations identified in 180-6.14? The reason would be to connect the dots better since we cannot allow landscaping for screening dumpsters where the wildfire zones don't allow landscaping.
7. 180-5.2.3, Outdoor Storage Areas. Should we add a section that landscaping is allowed in locations identified in 180-6.14? The reason would be to connect the dots better since we cannot allow landscaping for screening dumpsters where the wildfire zones don't allow landscaping.
8. 180-6.19. Signs. Same as above two comments but this section currently says “encourages” around freestanding sign so not sure if really needed.
9. 180-9. Define “building footprint” if use in nonresidential tree count requirements
 - a. Suggestion: *Building footprint is the total ground area covered by a structure, defined by the perimeter of its exterior walls, including foundation walls and attached enclosed garages. This measurement strictly represents the enclosed living or working space that touches the ground and specifically excludes unenclosed or attached exterior structures such as decks, patios, porches, stoops, carports, and overhangs*
10. Per Ryan T: suggest different definition to state if HOA established on a property with outdoor irrigation, a separate irrigation sub meter is required.

§ 180-6.14. Landscaping and revegetation requirements.

- 180-6.14.1. *Purpose.* The purpose of this section is to provide landscaping standards for sites undergoing development in the Town of Frisco. It is the Town's goal that landscape design protects the area's unique natural beauty and environment and enhances its aesthetic appeal. Since mountain climactic conditions affect the probability of plant establishment, landscape improvements must respect the unique mountain environment of Frisco. Key elements of good landscape design practices and appropriate use of plant materials that consider Frisco's semiarid climate must be considered during the design and construction process. Reduction of environmental and visual impacts within and between developments, consideration of on-site characteristics, encouragement of plantings that require less water and long-term maintenance, and control and reduction of noxious weeds, are all integral aspects of Town design objectives for landscaping.
- 180-6.14.2. *Applicability.* All projects requiring a development application or building permit and any landscape improvements within the Town of Frisco shall meet the landscaping requirements of this Section and Firewise Landscaping practices in accordance with Section 65-4, Amendments to the International Fire Code.
- 180-6.14.3. *Landscaping Requirements By Project Type.* Plant materials shall be required in amounts determined by the type of development and lot size as follows:
- A. *Residential Development.*
 - 1. For every 875 square feet of project lot area or fraction thereof, a minimum of one tree must be planted on the site. One shrub shall be required for every 1,500 square feet.
 - 2. A minimum of one tree shall be planted within the yard setback adjacent to any public street for every 30 feet of total street frontage or fraction thereof. Street trees shall be placed at least eight feet away from the edges of driveways and alleys and to the extent reasonably feasible, be positioned at evenly spaced intervals.
 - B. *Mixed-Use Development.* Except as provided in subpart D:
 - 1. For every 1,000 square feet of project lot area or fraction thereof, a minimum of one tree must be planted on the site. One shrub shall be required for every 1,500 square feet of project lot area or fraction thereof.
 - 2. Mixed-use projects are eligible for substitution of hardscape and planter boxes for a portion of the landscaping required as outlined in Section 180-6.14.4, Required Vegetation.
 - C. *Commercial Development.* Except as provided in subpart D:
 - 1. For every 1,125 square feet of project lot area or fraction thereof, a minimum of one tree must be planted on the site. One shrub shall be required for every 1,750 square feet of project lot area or fraction thereof.
 - 2. Commercial projects are eligible for substitution of hardscape and planter boxes for a portion of the landscaping required as outlined in Section 180-6.14.4, Required Vegetation.
 - D. *Commercial and Mixed-Use Large Project Development.*
 - 1. For commercial and mixed-use large projects as defined in this Chapter, for every 1,500 square feet of project lot area or fraction thereof, a minimum of one tree shall be planted on the site. One shrub shall be required for every 2,500 square feet of project lot area or fraction thereof.
 - 2. Large projects are eligible for substitution of hardscape and planter boxes for a portion of the landscaping required as outlined in Section 180-6.14.4, Required Vegetation.

- E. *Public Projects.* For projects undertaken by the Town or projects which will serve a public purpose and benefit such as, but not limited to: public parks, recreation areas and rights-of-way, the amount of trees and shrubs required shall be determined by the Town. The Town shall be guided by the comparison with similar uses within Town or within the region to determine appropriate landscaping requirements.
- F. *Parking Area Landscaping.* In addition to the landscaping required in Sections 180-6.14.3.B, C, and D, landscaping is required under this section to reduce the visual impacts created by parking areas in multi-family residential, mixed-use, and commercial projects.
1. Any parking lot providing 20 or more parking spaces shall have an area equal to at least six percent of the total paved area landscaped. In parking areas providing 20 or more parking spaces, at least 50 percent of the landscaping required by this section must be internal to the parking area. The remainder of the landscaped area may be external to the parking area so long as it is within ten feet of the perimeter of the paved area.
 2. All landscaping required by this section shall include at a minimum, one tree and two shrubs for every 150 square feet of landscape area required, or fraction thereof. All required trees and shrubs must meet the minimum plant size requirements set forth in Section 180-6.14.4.A.
 3. Internal parking lot landscaping provided shall be proportionately dispersed so as to define aisles and limit unbroken rows of parking.
 4. Parking lot islands shall be a minimum of eight feet in width and length and contain at least one tree.
 5. Parking lot islands may not be used in the calculation of required snow storage.

Figure 6-J: Parking Lot Design



- G. *Additions to Existing Developments.* In determining landscape requirements for additions to existing developments or structures, the required amount of landscaping in this Article shall be determined by the amount of soil disturbance and project type per Section 180-6.14.3. A nonconforming use or structure that is nonconforming due to inadequacies in its provision of landscaping may be expanded, changed, or altered provided that landscaping is provided for the expansion in accordance with this section.

180-6.14.4. *Required Vegetation.* Required trees should be planted predominantly in the front setback and the side yards to increase the visual buffer of the building and paving from the street, enhance the site, and provide a landscape buffer to adjacent properties. Spacing of plant material shall be appropriate for each species planted. In proposing landscaping to meet the requirements of this Article applicants shall use materials from the Plant Materials List in Section 180-6.14.8. Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission on competent evidence that the proposed plant material is suitable to the climate and placement on the site.

A. *Plant Sizes.* Plant materials used to satisfy the requirements of this Article must comply with the following minimum size requirements at the time of installation:

1. *Deciduous Trees.*

- a. Fifty percent three-inch minimum diameter measured 12 inches above the ground. If only one tree is required, then it must be at least three inches in diameter.
- b. Fifty percent two-inch minimum diameter measured 12 inches above the ground.
- c. When there are an odd number of trees required, then the larger specimen is required.
- d. Deciduous trees should be planted in groups of three or more to achieve a clustered effect, or as a single specimen tree.

2. *Coniferous (Evergreen) trees.*

- a. Twenty-five percent ten-foot minimum height. When only one tree is required, then it must be a minimum of ten feet in height.
- b. Twenty-five percent eight-foot minimum height.
- c. Fifty percent six-foot minimum height.
- d. When there are an odd number of trees required, then the largest specimen required by this section is required.

3. *Shrubs (Deciduous and Evergreen).*

- a. Five-gallon container, with minimum height or spread of two feet.

B. *Landscape Alternatives for Mixed-Use, Commercial and Large Projects.* The following alternative forms of landscaping may be used to meet the vegetation requirements:

1. For properties fronting Main Street or along Summit Boulevard: Up to 50 percent of the landscaping required by Sections 180-6.14.3.B, 180-6.14.3.C, or 180-6.14.3.D may be provided in the form of street furniture, planter boxes, or other forms of landscaping. To be substituted for landscaping that is otherwise required; planter boxes shall have a minimum plantable area of 16 square feet. Each bench or each 16 square feet of plantable planter box area or other non-vegetative landscaping may be substituted for one required tree.
2. For properties fronting Main Street, East and West Main Street or along Summit Boulevard: Up to 25 percent of the landscaping required by Sections 180-6.14.3.B, 180-6.14.3.C, or 180-6.14.3.D may be provided in the form of public art or public space such as a patio, plaza, or outdoor seating area. To be substituted for landscaping required by Sections 180-6.14.3.B, 180-6.14.3.C, or 180-6.14.3.D public spaces shall have a minimum area of 100 square feet. Each 100 square feet of public space may be substituted for one required tree.

C. *Species Diversity.* To prevent uniformity and insect or disease susceptibility, species diversity is required and extensive monocultures of trees are prohibited. Species diversity does not apply to

existing trees or trees planted in excess of the minimum number required by this article. The following minimum requirements shall apply to any development plan:

Number of required trees on site	Maximum percentage of any one species
1—9	No diversity required
10—19	45 percent
20—39	33 percent
40 or more	25 percent

180-6.14.5. *General Landscape Requirements.*

- A. *Yard Landscaping Required.* Except for the placement of landscaping required in this Article and except for such lawn area as permitted by Section 180-6.14.5.C.1, all front, side and rear yards, exclusive of permitted access drives, walkways, parking lots and accessory structures, shall be left in natural vegetation.
- B. *Additional Screening Requirements.*
1. Additional landscape screening may be required when it is determined by Community Development Department staff or Planning Commission to be in the best interest of the affected properties. Additional landscaping may be deemed to be in the best interest of the affected properties only if it is determined by the Community Development Department that:
 - a. The proposed development will have a substantial adverse impact on an adjacent property; and
 - b. The substantial adverse impact is due to an impact of the proposed development that is unique and peculiar to the proposed development and not of the type normally associated with the type of development proposed.
 2. Additional landscaping, not to exceed 20 percent of the landscaping otherwise required may be required in areas including, but not limited to:
 - a. At the edges (perimeter) of a parking lot and between parking lots.
 - b. Between building development and recreational trails or open space.
 - c. Between multifamily or commercial development and a road or other public spaces.
 - d. Between commercial and residential areas.
 - e. On slopes of over 15 percent. Developers shall be required to place additional trees in sufficient numbers to screen such properties from major thoroughfares, such as Highway 9 and Main Street.
- C. *Water Conservation.* All landscape plans should be designed to incorporate water conservation materials and techniques through application of xeriscape landscaping principles. Xeriscape is a method of landscaping that promotes water conservation by minimizing the amount of native vegetation removed, limiting new vegetation to native or drought tolerant vegetation, limiting the amount and type of irrigation and other related measures to conserve water and create a native landscape.
1. *Maximum Amount of Lawn Area.* The maximum amount of lawn/sod area shall not exceed ten percent of the undeveloped area of the site.

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2. *Plant Materials.* The selection of plant materials shall be based on the Town of Frisco's climate and site-specific conditions. All new plant materials shall use species found in the "Plant Materials List - Frisco Colorado" of this Chapter. These species have been selected either because they are a native species to this climate or have a demonstrated ability to survive in this harsh alpine climate with minimal water and no threat of competition. Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission on competent evidence that the proposed plant material is suitable to the climate and placement on the site.
- D. *Limit of Work Area.* Prior to approval of any grading or building permit, existing trees, shrubs, and/or sensitive native landscape areas that are to be preserved shall be defined in the field. These plants and areas shall be defined by a minimum of a four-foot-high visibility fence (polyethylene, painted, wooden slat, snow fence, etc.) which is to be located no closer than the drip line of the vegetation to be preserved and which is to remain and be maintained throughout the construction period until ready for revegetation.
 - E. *Revegetation of Disturbed Land.* Development activities should only disturb, clear, or grade the area necessary for construction.
 1. All areas disturbed by grading or construction, not being formally landscaped, shall be mulched and revegetated with seeding and/or other plant materials. All seeded areas shall receive seeding mulch (e.g., straw-crimped in place or hydromulch, etc.). In order to promote growth and increase soil contact all rocks larger than three inches in diameter shall be removed, and a minimum of three inches of topsoil shall be installed utilizing existing stockpiled topsoil from the site, when possible. Seeded areas in excess of 3:1 (horizontal:vertical) slope (33 percent) shall receive biodegradable erosion control blankets, to reduce potential for damage from heavy, concentrated storm-water runoff. Seed mixes and other plant material shall be selected from the "Plant Materials List - Frisco Colorado". Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission based on competent evidence that the proposed plant material is suitable to the climate and placement on the site.
 2. Keep vehicles and construction equipment out of undisturbed areas to preserve the natural ground cover and vegetation.
 3. Following construction, stockpiled topsoil should be uniformly redistributed to a depth of three inches.
 4. Topsoil shall consist of adequate and fully composted organic material.
 - F. *Noxious Weeds.* It is the duty of any property owner or occupant to control noxious weeds which aggressively invade native plant communities or are carriers of detrimental insects, diseases, or parasites and it is unlawful to permit such noxious weeds to grow as noted in Chapter 61, Brush, Grass and Weeds.
 - G. *Credit for Preservation of Existing Trees.* The use of existing healthy, undamaged vegetation is encouraged because it is already established on the site and is natural to the area. Existing healthy trees (including Lodge Pole pine) may be substituted for up to 50 percent of the tree landscaping required by this Article, on a tree-for-tree basis, in cases where the existing trees meet or exceed the standards for required vegetation and minimum plant sizes.
 - H. *Protection of Existing Vegetation.*
 1. Existing vegetation including trees, shrubs, and/or sensitive native landscape areas that are to be preserved on the site shall be identified on the required landscape plan and shall be protected during construction.

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- a. This vegetation shall be identified on the site by a minimum of a four-foot-high visibility fence (polyethylene, painted wooden slat, snow fence, etc.). This fence is to be located no closer than the drip line of the vegetation to be preserved and shall remain and be maintained throughout the construction period until ready for revegetation.
 - b. Construction debris storage/staging areas shall be located away from vegetation to be preserved.
 - c. Snow storage and snow shedding areas may not overlap sensitive landscape areas, such as those which include non-flexible deciduous trees, shrubs, and formal planting beds.
 2. All coniferous trees with a diameter of six inches or more and all deciduous trees with a diameter of three inches or more, measured one foot above the ground shall be defined as a qualifying tree and may be removed without replacement, only as follows:
 - a. Trees on land to be occupied by buildings, parking, and paving plus a maximum eight-foot clearance strip adjacent to the perimeter thereof.
 - b. Diseased trees, trees damaged by natural causes, and other trees that interfere with utility lines may be removed only upon authorization of the State Forester or other qualified person and authorization of the Town.
 - c. Trees whose removal is necessary for fire safety or wildland fire defense may be removed upon authorization of a qualified specialist and authorization of the Town.
 3. Any removed qualifying trees that are not subject to the exceptions set forth in Section 180-6.14.5.H shall be replaced with a one for one and a half (1:1.5) replacement ratio.¹

All replacement plant material shall conform to the requirements by plant type set forth in Section 180-6.14.4.A, Plant Sizes.
 - I. *Irrigation System Requirements.* Landscape improvements shall be properly irrigated during that period of time necessary for the plant to be established on the site and on an ongoing basis so as to maintain the landscape in good health and condition. The applicant must indicate what method of irrigation is proposed for any required landscape improvements. As indicated on the "Plant Materials List - Frisco Colorado", some species may not require formal irrigation after their establishment period. It is encouraged that temporary, above ground piping and heads or hand watering be used for these plants during their establishment period to promote water conservation once the plant has become established.
- 180-6.14.6. *Landscape Maintenance.* Landscaping shall be maintained in good health and condition for perpetuity. If any vegetative landscaping required by this Article shall die the owner of the property on which it is located shall replace it with the vegetation required by the approved landscape plan within one year of the death of the vegetation.

¹The total diameter (in inches) of the replacement trees, must be one and a half times greater than the total diameter (in inches) of those trees removed, (e.g.-one removed 12-inch diameter coniferous tree may be replaced with two nine-inch-diameter coniferous trees, or three six-inch diameter coniferous trees, etc.) with a minimum diameter replacement for coniferous trees of four inches and for deciduous trees of two inches. The tree replacement requirements of this paragraph may be partially waived on a case-by-case basis as determined by Planning Commission for project sites that have at least 50 percent more again, the number of trees that would be required. In the case of these significantly forested sites, whenever possible, building and paving placement should occur in the least densely forested area of the lot to take advantage of any naturally occurring openings that would result in the removal of fewer trees.

180-6.14.7. *Landscape Plan Submittal Requirements.* The applicant shall provide landscape, irrigation, and grading plans that cover the entire property. There may be a separate landscape plan, however, in most cases it can be configured with a site plan. All landscape plans must contain the following information:

- A. Property lines and dimensions.
- B. Existing and finished grade.
- C. North arrow and both graphic and written scales.
- D. Name of Applicant and landscape consultants, if any.
- E. A legend indicating all proposed plant materials with common and botanical names, indication of drought tolerant plants, sizes, maximum spacing, caliper size, and quantities.
- F. Method of irrigation.
- G. Location of all plant material, other landscape features (including, but not limited to, wetlands, water bodies, rock outcroppings, detention areas, retaining walls) and buildings and paved areas (both existing and proposed).
- H. Ground surfaces and materials by type, such as paving, sod, mulch, edger, seed mixes, shrub and flower beds, etc., shall be clearly indicated with a note as to the percentage of plant coverage.
- I. Clearly labeled locations and calculations for amounts for all of the required landscape vegetation, including the percentage of drought tolerant plantings and any required parking area landscaping.
- J. A tree survey with the size and location of all existing coniferous trees with a diameter of six inches or more and all deciduous trees with a diameter of three inches or more measured one foot above the ground. The tree survey shall be prepared by and Colorado licensed surveyor.
- K. Identify which existing trees will remain on the property and how they will be protected from damage during construction.
- L. If snow storage is required, the location of all snow storage areas in relation to proposed landscaped areas must be shown.
- M. Identify construction debris storage and staging areas.
- N. Additional information may be required by the Town on a case-by-case basis if such information is deemed necessary to determine compliance with provisions of this Chapter.

180-6.14.8. *Plant Materials List - Frisco Colorado.*

- A. Plant materials listed are those determined to be suitable for Frisco's arid alpine environment. Landscaping materials required by this Article shall be chosen from this section. Alternative plant materials may be considered if it is determined by the Community Development Department or Planning Commission on competent evidence, that the proposed plant is suitable to the climate and placement on the site.
- B. Information has been included to help the applicant select a mixture of drought tolerant materials, likely to survive in this climate with little water.
 - * - Native
 - X - Thrives in slightly dry conditions. Once established, these plants generally require about 1" of water per week.
 - XX - Thrives in dry conditions. Once established, these plants generally require about ½" of water per week.

XXX - Thrives in very dry conditions. Once established, these plants generally require about ½" of water every 2 weeks.

1. *Grass Mixes:*

	Xeriscape Rating	
Short Grass Mixture	X	A premium lawn mix for consistently watered and mowed lawns. Similar mix as used in sod. Not recommended for wildflowers.
Perennial Ryegrass	25%	
Chewings Fescue	30%	
Kentucky Bluegrass, Limousine	25%	
Kentucky Bluegrass, Marquis	20%	
Short Dry Grass Seed Mixture	XX	Drought tolerant low growing grass mix that can be left unmowed. Requires little water once established. Use with wildflowers only if not watering, this mix will out compete wildflowers. Grows 6" to 8" in height.
Hard Fescue	30%	
Creeping Red Fescue	30%	
Sheep Fescue	25%	
Canada Bluegrass	10%	
Canby Bluegrass	5%	Quick cover mix that contains tall non-native aggressive grasses. Use for erosion control & reclamation. For very steep slopes and poor soils. With water can grow 4' in height. Do Not use with wildflowers and not recommended for home properties. Provides a crop or field look.
Aggressive Grass Seed Mixture	XXX	
Intermediate Wheatgrass	20%	
Crested Wheatgrass	15%	
Kentucky Bluegrass	10%	
Orchardgrass	10%	
Creeping Red Fescue	10%	
Tall Fescue	10%	
Perennial Ryegrass	5%	
Timothy	5%	
Mountain Broomegrass	5%	Mixture of primarily bunch type grasses to provide a "natural" look. With water, can grow to 3' in height. Good companion with wildflowers.
Annual Ryegrass	5%	
Summit Hills Grass Seed Mixture	XXX	
Slender Wheatgrass *	25%	
Hard Fescue	20%	
Sheep Fescue *	20%	
Tall Fescue	15%	
Big Bluegrass *	10%	* 100% Native mix. With water, can grow to 3' in height. Good companion for wildflowers. This mix meets Summit County recommendations for reclamation.
Canby Bluegrass *	10%	
Native High Country Grass Seed *	XXX	
Slender Wheatgrass	15%	
Bluebunch Wheatgrass	15%	
Sandberg Bluegrass	10%	
Indian Ricegrass	10%	
Idaho Fescue	10%	
Western Wheatgrass	10%	
Blue Wildrye	10%	
Rocky Mountain Fescue	10%	
Tufted Hairgrass	5%	
Canby Bluegrass	5%	

2. *Trees:*

	Xeriscape Rating		Xeriscape Rating
Coniferous Trees		Deciduous Trees	
Bristlecone Pine *	XX	Aspen *	
Colorado Spruce *		Balsam Poplar *	
Colorado Blue Spruce *		Narrowleaf Cottonwood *	
Engelmann Spruce *		Shubert Chokecherry	X
Rocky Mountain Douglas Fir *			
Subalpine Fir *			

3. *Shrubs:*

	Xeriscape Rating		Xeriscape Rating
Alder, Thinleaf *		Mountain Ninebark *	XX
Birch, Bog *		Mugo Pine	X
Birch, Western River *		Peking Cotoneaster	XX
Buffaloberry, Silver *	XXX	Potentilla	XX
Chokecherry, Native *	X	Raspberry, Boulder	
Chokecherry, Shubert's	X	Raspberry, Wild	XX
Currant, Alpine	XXX	Rose, Canadian	
Currant, Golden	XXX	Rose, Harrison's Yellow	
Currant, Red Lake	XXX	Rose, Redleaf	X
Currant, Squaw or Wax *	XXX	Rose, Woods	XX
Dogwood, Red		Sage, Big Leaf	XXX
Elder, Red-berried *		Serviceberry	X
Gooseberry, Pixwell & Whitestem	XXX	Siberian Peashrub	XXX
Honeysuckle, Arnold's Red	XX	Snowberry, Mountain *	
Honeysuckle, Twinberry *		Spirea, Rock	
Juniper	XX	Thimbleberry *	
Kinnikinnick *	XX	Waxflower	
Lilac, Canadian & Common	XX	Willow, Bluestem	
Mahonia, Creeping *		Willow, Dwarf Arctic	
Mountain Lover *		Willow, Golden or Mountain *	

4. *Perennials/Groundcover:*

	Xeriscape Rating		Xeriscape Rating
Ajuga	X	Liatris	X
Allium		Lily	
Alyssum	XX	Locoweed, Rocky Mountain	

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Anthemis	XX	Lupine *	
Aster *	XX	Mallow	
Baby's Breath, Creeping	XX	Maltese Cross	X
Balsam Arrowroot *		Meadow Rue *	
Barren Strawberry		Mints	
Basket of Gold	X	Monarda	
Bellflower	X	Moneywort	
Bergenia		Monkeyflower, Red & Yellow	
Bishop's Weed	XX	Monkshood	
Black-Eyed Susan	XX	Pansy	X
Bleeding Heart		Pasque Flower *	XX
Blue Bells (Mertensia)		Penstemon *	XXX
Blue Eyed Grass		Phlox, Creeping *	XX
Border Jewel	XX	Pink Plumes *	
Buttercup, Creeping		Poppy, Iceland	
Campion, Moss		Poppy, Oriental	XX
Candytuft	X	Potentilla, Creeping	XX
Columbine *	X	Primula	
Coral Bells	X	Purple Coneflower	X
Cornflower		Pussytoes *	XXX
Cow Parsnip *		Rockcress	XX
Creeping Charlie		Sage Buttercup *	
Cushion Spurge	XXX	Salvia	XX
Daisy, Shasta & Painted		Sandwort	XX
Daylily	XX	Saxifrage	
Delphinium	X	Scabiosa	XX
Dianthus	XX	Sea Pink	XX
Draba		Sedum	XX
Edelweiss	X	Senecio	
English Daisy		Shooting Star *	
Erigeron/Fleabane	XX	Silky Phacelia *	
Evening Primrose	XXX	Silver Mound	XX
Fireweed	X	Silverweed *	
Flax, Blue	XXX	Snow in Summer	X
Forget-me-not		Snow Lover	
Foxglove	X	Snow on the Mountain	
Gaillardia	XXX	Soapwort	X
Gentian *		Strawberry, Domestic & Wild	
Geranium *	X	Statice	XX
Geum	XX	Sulphurflower *	XXX
Goldenrod	XX	Sunrose	XX
Harebell *	X	Sweet William	
Hens & Chicks	XX	Sweet Woodruff	X
Hop Vine		Tansy	
Iceplant	XX	Thyme	XX

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Indian Paintbrush *		Veronica, Spike	
Iris, Bearded	XX	Veronica, Creeping	XX
Iris, Rocky Mountain & Siberian *		Veronica, Turkish & Wooly	XX
Irish & Scotch Moss		Viola	
Jacob's Ladder *	XX	Yarrow *	XX
Lady's Mantle	X		
Lamb's Ears	XX		
Lamium	X		
Larkspur, Native *			
Sources: Colorado State University, Summit County Extension Office; Frisco, Colorado Neils Lunsford Inc.; Silverthorne, Colorado Summit County Landscaping Guide; Summit County, Colorado			

(Ord. No. 17-04, 6-27-17; Ord. No. 20-23, 1-26-21)

An Act

HOUSE BILL 25-1113

BY REPRESENTATIVE(S) Smith and McCormick, Bacon, Boesenecker, Brown, Camacho, Duran, Froelich, Joseph, Lindsay, Martinez, Sirota, Stewart R., Titone, McCluskie;
also SENATOR(S) Roberts, Bridges, Cutter, Danielson, Daugherty, Hinrichsen, Jodeh, Kipp, Kolker, Marchman, Michaelson Jenet, Snyder, Wallace, Weissman, Winter F.

CONCERNING LIMITING THE USE OF CERTAIN LANDSCAPING PRACTICES IN
NEW RESIDENTIAL DEVELOPMENT.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds that:

(a) As Colorado continues to grapple with the impacts of climate change, green urban spaces, such as urban tree canopies, are a vital adaptation tool for mitigating the impacts of climate change, especially for mitigating the urban heat island effect, which can increase energy costs, air pollution, and heat-related illnesses and deaths;

(b) However, water supply in the western United States is

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

increasingly scarce due to climate change and increasing demand;

(c) Many communities in the state overuse nonnative grass for landscaping purposes, which requires large amounts of water to maintain;

(d) While there are appropriate and important uses for turf, including for civic, community, or recreational purposes such as use in parks, sports fields, and playgrounds, much of the turf in the state is nonfunctional, located in areas that receive little, if any, use, and could be replaced with landscaping that adheres to water-wise landscaping principles without adversely impacting quality of life or landscape functionality;

(e) Prohibiting the installation, planting, or placement of nonfunctional turf in multifamily property in the state can help conserve the state's water resources;

(f) Requiring local governments to regulate turf in new residential properties can help preserve the limited water in our state;

(g) Many communities and developments develop in a water-wise manner already and are appreciated; and

(h) Installed vegetation that adheres to water-wise landscaping principles can help reduce outdoor demand for water while avoiding heat islands.

(2) The general assembly therefore declares that preventing the installation, planting, or placement of nonfunctional turf, artificial turf, and invasive plant species in applicable property in the state is:

(a) A matter of statewide concern; and

(b) In the public interest.

SECTION 2. In Colorado Revised Statutes, 37-99-102, **amend** (1)(a)(II), (1)(a)(III), (7), and (17); **repeal** (1)(b); and **add** (1)(a)(IV), (1.5), (6.5), (10.5), (12.5), (14.5), and (18.5) as follows:

37-99-102. Definitions. As used in this article 99, unless the context otherwise requires:

(1) (a) "Applicable property" means:

(II) Common interest community property; or

(III) A street right-of-way, parking lot, median, or transportation corridor; OR

(IV) APPLICABLE RESIDENTIAL REAL PROPERTY.

(b) ~~"Applicable property" does not include residential property.~~

(1.5) "APPLICABLE RESIDENTIAL REAL PROPERTY" MEANS A MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY THAT INCLUDES MORE THAN TWELVE DWELLING UNITS.

(6.5) "FUNCTIONAL ARTIFICIAL TURF" MEANS ARTIFICIAL TURF THAT IS:

(a) LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE A PLAYGROUND, A SPORTS FIELD, A PICNIC GROUND, AN AMPHITHEATER, A PORTION OF A PARK, AND THE PLAYING AREA OF A GOLF COURSE, SUCH AS A DRIVING RANGE, CHIPPING AND PUTTING GREEN, TEE BOX, GREEN, FAIRWAY, AND ROUGH; OR

(b) A COMPONENT OF A PRODUCT DESIGNED AND APPROVED BY A PROFESSIONAL ENGINEER FOR CIVIL INFRASTRUCTURE PROJECTS, INCLUDING BUT NOT LIMITED TO:

(I) COVERS FOR SOLID WASTE FACILITIES AND BROWNFIELD SITES;
AND

(II) REVETMENTS FOR SLOPES, CHANNELS, LEVEES, AND DAMS.

(7) "Functional turf" means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include ~~playgrounds, sports fields, picnic grounds, amphitheaters, portions of parks, and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs~~ A PLAYGROUND, A SPORTS FIELD, A PICNIC

GROUND, AN AMPHITHEATER, A PORTION OF A PARK, AND THE PLAYING AREA OF A GOLF COURSE, SUCH AS A DRIVING RANGE, CHIPPING AND PUTTING GREEN, TEE BOX, GREEN, FAIRWAY, AND ROUGH.

(10.5) "MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY" MEANS COMMON INTEREST PROPERTY SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(12.5) "NONFUNCTIONAL ARTIFICIAL TURF" MEANS ARTIFICIAL TURF THAT IS NOT FUNCTIONAL ARTIFICIAL TURF.

(14.5) "RESIDENTIAL REAL PROPERTY" HAS THE MEANING SET FORTH IN SECTION 39-1-102 (14.5).

(17) "Turf" ~~has the meaning set forth in section 37-60-135 (2)(i)~~ MEANS CONTINUOUS PLANT COVERAGE CONSISTING OF NONNATIVE GRASSES OR GRASSES THAT HAVE NOT BEEN HYBRIDIZED FOR ARID CONDITIONS AND WHICH, WHEN REGULARLY MOWED, FORM A DENSE GROWTH OF LEAF BLADES AND ROOTS.

(18.5) "URBAN TREE" MEANS A PERENNIAL WOODY PLANT WITH A SINGLE OR MULTIPLE TRUNKS THAT SUPPORT A CANOPY OF BRANCHES AND LEAVES AND THAT PROVIDES ECOLOGICAL, SOCIAL, AND ECONOMIC BENEFITS WITHIN A BUILT ENVIRONMENT.

SECTION 3. In Colorado Revised Statutes, 37-99-103, **amend** (1), (3), (4)(a), (4)(b), (4)(d), and (4)(e); and **add** (4)(f) and (5) as follows:

37-99-103. Prohibition of nonfunctional turf, nonfunctional artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) On and after January 1, 2026, a local entity shall not install, plant, or place, or allow any person to install, plant, or place, any nonfunctional turf, NONFUNCTIONAL artificial turf, or invasive plant species, as part of a new development project or redevelopment project, on any portion of applicable property within the local entity's jurisdiction.

(3) The department shall not install, plant, or place, or allow any person to install, plant, or place, any nonfunctional turf, NONFUNCTIONAL artificial turf, or invasive plant species as part of a project for the

construction or renovation of a state facility, which project design commences on or after January 1, 2025.

(4) Nothing in this section prohibits:

(a) A local entity from maintaining, or allowing any person to maintain, any nonfunctional turf, NONFUNCTIONAL ARTIFICIAL TURF, artificial turf, or invasive plant species installed, planted, or placed before January 1, 2026;

(b) The department from maintaining, or allowing any person to maintain, any nonfunctional turf, NONFUNCTIONAL ARTIFICIAL TURF, artificial turf, or invasive plant species installed, planted, or placed at a state facility before January 1, 2025;

(d) A local entity or the department from establishing prohibitions on, or requirements for, nonfunctional turf, artificial turf, or invasive plant species that are more stringent than the requirements of this section; or

(e) A local entity or the department from installing, or allowing any person to install, artificial turf on athletic fields of play; OR

(f) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING OR PRESERVING URBAN TREES.

(5)(a) ON AND AFTER JANUARY 1, 2028, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW A PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, NONFUNCTIONAL ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTIES THAT INCLUDE MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY.

(b) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, A LOCAL ENTITY OR THE DEPARTMENT SHALL NOT RESTRICT A PERSON FROM INSTALLING OR ALLOWING ANOTHER PERSON TO INSTALL GRASS SEED OR SOD THAT:

(I) IS A NATIVE PLANT;

(II) HAS BEEN HYBRIDIZED FOR ARID CONDITIONS; OR

(III) IS A LOW-WATER GRASS.

(c) ON OR BEFORE JANUARY 1, 2028, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS TO:

(I) REGULATE THE INSTALLATION OF NONFUNCTIONAL TURF IN ORDER TO REDUCE IRRIGATION WATER DEMAND ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION; AND

(II) INCLUDE CONSIDERATION OF APPLICABLE RESIDENTIAL REAL PROPERTY.

SECTION 4. In Colorado Revised Statutes, add 37-99-104 as follows:

37-99-104. Regulation of turf in new residential property - local entities - exemptions. (1) ON OR BEFORE JANUARY 1, 2028, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS WITHIN THE LOCAL ENTITY'S JURISDICTION TO REGULATE THE INSTALLATION OF TURF TO REDUCE IRRIGATION WATER DEMAND FOR ALL RESIDENTIAL REAL PROPERTY THAT IS NOT APPLICABLE RESIDENTIAL REAL PROPERTY.

(2) ON AND AFTER JANUARY 1, 2028, WHEN ENACTING OR AMENDING ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL REGULATE THE INSTALLATION OF TURF TO REDUCE IRRIGATION WATER DEMAND FOR ALL RESIDENTIAL REAL PROPERTY THAT IS NOT APPLICABLE RESIDENTIAL REAL PROPERTY.

(3) EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY MAY CHOOSE THE STANDARD OR MECHANISM BY WHICH IT REGULATES TURF IN NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS OF RESIDENTIAL REAL PROPERTY PURSUANT TO THIS SECTION.

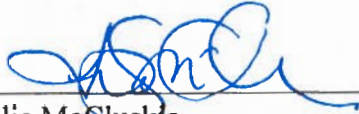
(4) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE

CONTRARY, NEITHER A LOCAL ENTITY NOR THE DEPARTMENT SHALL RESTRICT A PERSON FROM INSTALLING OR ALLOWING ANOTHER PERSON TO INSTALL GRASS SEED OR SOD THAT:

- (a) IS A NATIVE PLANT;
- (b) HAS BEEN HYBRIDIZED FOR ARID CONDITIONS; OR
- (c) IS A LOW-WATER GRASS.

SECTION 5. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



James Rashad Coleman, Sr.
PRESIDENT OF
THE SENATE

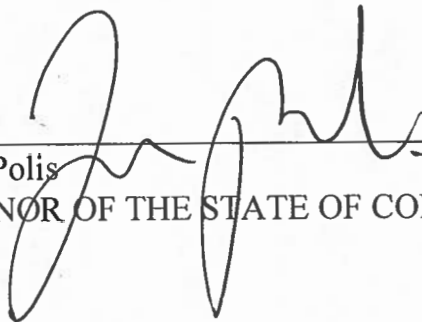


Vanessa Reilly
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Esther van Mourik
SECRETARY OF
THE SENATE

APPROVED Tuesday May 20th 2025 at 1:05 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

An Act

SENATE BILL 24-005

BY SENATOR(S) Roberts and Simpson, Bridges, Hinrichsen, Buckner, Cutter, Exum, Fields, Jaquez Lewis, Marchman, Michaelson Jenet, Priola, Winter F., Fenberg;

also REPRESENTATIVE(S) McCormick and McLachlan, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, deGruy Kennedy, Duran, Epps, Froelich, Garcia, Herod, Jodeh, Joseph, Kipp, Lieder, Lindsay, Lukens, Mabrey, Martinez, Marvin, Mauro, Ortiz, Parenti, Rutinel, Sirota, Snyder, Story, Titone, Valdez, Velasco, Weissman, Willford, McCluskie.

CONCERNING THE CONSERVATION OF WATER IN THE STATE THROUGH THE
PROHIBITION OF CERTAIN LANDSCAPING PRACTICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 99 to title 37 as follows:

ARTICLE 99

Prohibition of Nonfunctional Turf, Artificial Turf, and Invasive Plant Species

37-99-101. Legislative declaration. (1) THE GENERAL ASSEMBLY

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

FINDS THAT:

(a) AS COLORADO CONTINUES TO GRAPPLE WITH THE IMPACTS OF CLIMATE CHANGE, GREEN URBAN SPACES, SUCH AS URBAN TREE CANOPIES, ARE A VITAL ADAPTATION TOOL FOR MITIGATING THE IMPACTS OF CLIMATE CHANGE, ESPECIALLY FOR MITIGATING THE URBAN HEAT ISLAND EFFECT, WHICH CAN INCREASE ENERGY COSTS, AIR POLLUTION, AND HEAT-RELATED ILLNESSES AND DEATHS;

(b) HOWEVER, WATER SUPPLY IN THE WESTERN UNITED STATES IS UNDER INCREASING PRESSURE DUE TO CLIMATE CHANGE AND INCREASING DEMAND;

(c) MANY COMMUNITIES IN THE STATE OVERUSE NONNATIVE GRASS FOR LANDSCAPING PURPOSES, WHICH REQUIRES LARGE AMOUNTS OF WATER TO MAINTAIN;

(d) WHILE THERE ARE APPROPRIATE AND IMPORTANT USES FOR TURF, INCLUDING FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES SUCH AS USE IN PARKS, SPORTS FIELDS, AND PLAYGROUNDS, MUCH OF THE TURF IN THE STATE IS NONFUNCTIONAL, LOCATED IN AREAS THAT RECEIVE LITTLE, IF ANY, USE, AND COULD BE REPLACED WITH LANDSCAPING THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES WITHOUT ADVERSELY IMPACTING QUALITY OF LIFE OR LANDSCAPE FUNCTIONALITY;

(e) PROHIBITING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF IN APPLICABLE PROPERTY IN THE STATE CAN HELP CONSERVE THE STATE'S WATER RESOURCES;

(f) INSTALLED VEGETATION THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES CAN HELP REDUCE OUTDOOR DEMAND OF WATER; AND

(g) ADDITIONALLY, ARTIFICIAL TURF CAN CAUSE NEGATIVE ENVIRONMENTAL IMPACTS, SUCH AS EXACERBATING HEAT ISLAND EFFECTS IN URBAN AREAS AND RELEASING HARMFUL CHEMICALS, INCLUDING PLASTICS, MICROPLASTICS, AND PERFLUOROALKYL AND POLYFLUOROALKYL CHEMICALS, INTO THE ENVIRONMENT AND WATERSHEDS.

(2) THE GENERAL ASSEMBLY THEREFORE DECLARES THAT

PREVENTING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE PROPERTY IN THE STATE IS:

(a) A MATTER OF STATEWIDE CONCERN; AND

(b) IN THE PUBLIC INTEREST.

37-99-102. Definitions. AS USED IN THIS ARTICLE 99, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) (a) "APPLICABLE PROPERTY" MEANS:

(I) COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL PROPERTY;

(II) COMMON INTEREST COMMUNITY PROPERTY; OR

(III) A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(b) "APPLICABLE PROPERTY" DOES NOT INCLUDE RESIDENTIAL PROPERTY.

(2) "ARTIFICIAL TURF" MEANS AN INSTALLATION OF SYNTHETIC MATERIALS DEVELOPED TO RESEMBLE NATURAL GRASS.

(3) "COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(b).

(4) "COMMON INTEREST COMMUNITY" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (8).

(5) "COMMON INTEREST COMMUNITY PROPERTY" MEANS PROPERTY WITHIN A COMMON INTEREST COMMUNITY THAT IS OWNED AND MAINTAINED BY A UNIT OWNERS' ASSOCIATION, SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(6) "DEPARTMENT" MEANS THE DEPARTMENT OF PERSONNEL CREATED IN SECTION 24-1-128 (1).

(7) "FUNCTIONAL TURF" MEANS TURF THAT IS LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE PLAYGROUNDS; SPORTS FIELDS; PICNIC GROUNDS; AMPHITHEATERS; PORTIONS OF PARKS; AND THE PLAYING AREAS OF GOLF COURSES, SUCH AS DRIVING RANGES, CHIPPING AND PUTTING GREENS, TEE BOXES, GREENS, FAIRWAYS, AND ROUGHS.

(8) "INVASIVE PLANT SPECIES" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(e).

(9) "LOCAL ENTITY" MEANS A:

(a) HOME RULE OR STATUTORY CITY, COUNTY, CITY AND COUNTY, TERRITORIAL CHARTER CITY, OR TOWN;

(b) SPECIAL DISTRICT; AND

(c) METROPOLITAN DISTRICT.

(10) "MAINTAIN" OR "MAINTAINING" MEANS AN ACTION TO PRESERVE THE EXISTING STATE OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR AN INVASIVE PLANT SPECIES THAT HAS ALREADY BEEN INSTALLED, PLANTED, OR PLACED.

(11) "NATIVE PLANT" MEANS A PLANT SPECIES THAT IS INDIGENOUS TO THE STATE OF COLORADO.

(12) "NEW DEVELOPMENT PROJECT" MEANS A NEW CONSTRUCTION PROJECT THAT REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW.

(13) (a) "NONFUNCTIONAL TURF" MEANS TURF THAT IS NOT FUNCTIONAL TURF.

(b) "NONFUNCTIONAL TURF" INCLUDES TURF LOCATED IN A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(c) "NONFUNCTIONAL TURF" DOES NOT INCLUDE TURF THAT IS DESIGNATED TO BE PART OF A WATER QUALITY TREATMENT SOLUTION

REQUIRED FOR COMPLIANCE WITH FEDERAL, STATE, OR LOCAL AGENCY WATER QUALITY PERMITTING REQUIREMENTS THAT IS NOT IRRIGATED AND DOES NOT HAVE HERBICIDES APPLIED.

(14) "REDEVELOPMENT PROJECT" MEANS A CONSTRUCTION PROJECT THAT:

(a) REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW; AND

(b) RESULTS IN A DISTURBANCE OF MORE THAN FIFTY PERCENT OF THE AGGREGATE LANDSCAPE AREA.

(15) "SPECIAL DISTRICT" HAS THE MEANING SET FORTH IN SECTION 32-1-103 (20).

(16) "TRANSPORTATION CORRIDOR" MEANS A TRANSPORTATION SYSTEM THAT INCLUDES ALL MODES AND FACILITIES WITHIN A DESCRIBED GEOGRAPHIC AREA, HAVING LENGTH AND WIDTH.

(17) "TURF" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(i).

(18) "UNIT OWNERS' ASSOCIATION" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (3).

(19) "WATER-WISE LANDSCAPING" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(l).

37-99-103. Prohibition of nonfunctional turf, artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) ON AND AFTER JANUARY 1, 2026, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTY WITHIN THE LOCAL ENTITY'S JURISDICTION.

(2) ON OR BEFORE JANUARY 1, 2026, A LOCAL ENTITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS

REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

(3) THE DEPARTMENT SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES AS PART OF A PROJECT FOR THE CONSTRUCTION OR RENOVATION OF A STATE FACILITY, WHICH PROJECT DESIGN COMMENCES ON OR AFTER JANUARY 1, 2025.

(4) NOTHING IN THIS SECTION PROHIBITS:

(a) A LOCAL ENTITY FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED BEFORE JANUARY 1, 2026;

(b) THE DEPARTMENT FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED AT A STATE FACILITY BEFORE JANUARY 1, 2025;

(c) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, GRASS SEED OR SOD THAT IS A NATIVE PLANT OR HAS BEEN HYBRIDIZED FOR ARID CONDITIONS;

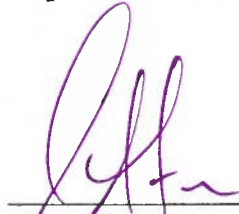
(d) A LOCAL ENTITY OR THE DEPARTMENT FROM ESTABLISHING PROHIBITIONS ON, OR REQUIREMENTS FOR, NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES THAT ARE MORE STRINGENT THAN THE REQUIREMENTS OF THIS SECTION; OR

(e) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, ARTIFICIAL TURF ON ATHLETIC FIELDS OF PLAY.

SECTION 2. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or

part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act does not apply to projects approved by the department of personnel or a local entity before the effective date of this act.



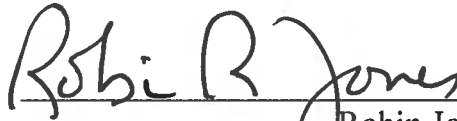
Steve Fenberg
PRESIDENT OF
THE SENATE



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

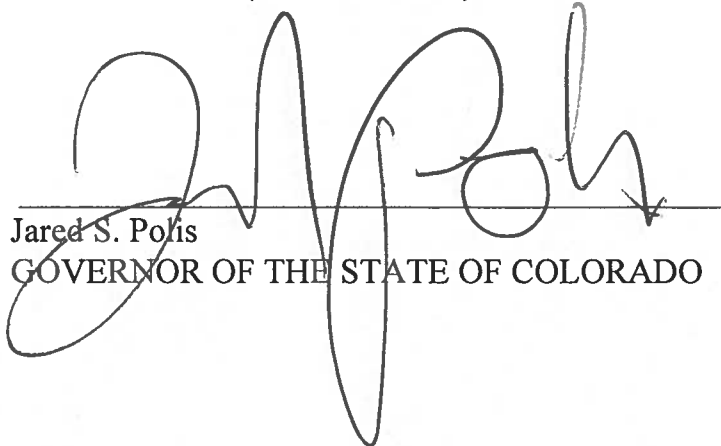


Cindi L. Markwell
SECRETARY OF
THE SENATE



Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday March 15th 2024 at 2:15 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



COLORADO
Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025



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CWRC Version 1.0

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Attributions

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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



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provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

Exception: Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



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and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



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which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



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5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

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

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



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104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



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104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.



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105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



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EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



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IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.



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SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas. Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping. The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. *Low Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through



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direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. *Moderate Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

303.2.3 High Fire Intensity Classification. *High Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick



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understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length:** Up to 30 feet or more.
3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary.

These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.



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304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



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Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



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for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



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SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



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SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, or 2- inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*



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Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

Exception: Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



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non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



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Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

Exception: Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



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502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



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Appendix A: PERMITS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that



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the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.



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A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Appendix B: CONSTRUCTION DOCUMENTS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

B101.3.1 Defensible Space Site Plans. Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.



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B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.



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Appendix C: INSPECTION AND ENFORCEMENT

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall



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either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the



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premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or



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requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.



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C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



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STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: JAMES GORHAM, ECONOMIC DEVELOPMENT MANAGER
**RE: DOWNTOWN COLORADO INCORPORATED ECONOMIC
DEVELOPMENT PROGRAM PRESENTATION**
DATE: AUGUST 11, 2026

Summary & Background:

At the work session on August 11th, Downtown Colorado Incorporated (DCI) will present information pertaining to economic development tools permitted by the State of Colorado, which may be used to increase economic development activity in Frisco. The presentation is only informative and will provide the Council with a foundation for possible future discussions and deliberations. The Town of Frisco joined DCI in 2026. Further background information on DCI can be found on their website: downtowncoloradoinc.org.

Analysis:

Downtown Colorado Incorporated is a non-profit membership association committed to building better communities by providing assistance to Colorado downtowns, commercial districts, main streets, rural communities and town centers. Established in 1982 as Colorado Community Revitalization Association, and now Downtown Colorado, Inc., the organization provides services to organizations and individuals engaged in downtown and commercial district development such as:

- Advisory Services
- Educational Events
- Advocacy and Information
- Downtown Financing Mechanisms

DCI has been requested to discuss the following topics at the work session:

- What is DCI and what resources are available?
- What is an Urban Renewal Authority?
- What is a Downtown Development Authority?
- What funding mechanisms are available for each Authority?
- Provide examples of mountain communities that have implemented such Authorities and discuss their goals.

- Discuss challenges towns have faced with their Authorities and how they persevered.

The discussion items requested are to assist staff in gauging the Council's interest in potential economic development programs, which could benefit the Town through community revitalization and increased business resources. While participating in the discussion, the Council should consider previously approved Town plans, such as the Comprehensive Plan, along with areas in the community which may benefit from such mechanisms.

Financial Impact:

There is no direct financial impact associated with the presentation as it is for educational and discussion purposes only.

Alignment with Strategic Plan:

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

- Enhance Community Inclusivity
- Support a Thriving Economy

Staff Recommendation:

Staff requests the Town Council ask questions to the DCI team regarding their presentation in order to gain insight into the described Authorities and their structures.

Reviews and Approvals:

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

Attachments:

None



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: LINSEY JOYCE, RECREATION DIRECTOR
RE: RECREATION DEPARTMENT MONTHLY REPORT - JUNE 2026
DATE: AUGUST 11, 2026

Overview:

June was a busy month for the Recreation Department with summer programs, events, and operations moving into full swing.

Marina staff operated on a modified rental and staff schedule, due to the low water levels in the Dillon Reservoir.

Programs and Events staff executed multiple successful events in June, including Rock the Dock, Mountain Goat Kids Trail Race #1, Concerts in the Park, and Bike to Work Day.

After school Fun Club wrapped up on the last day of school, June 5, and staff quickly transitioned into summer camp mode, running Frisco Fun Club daily, and seven specialty camps, in the month of June.

Adventure Park staff managed 26 facility reservations in June, 13 of those were weddings on the Ceremony Site.

In June the trails crew completed construction and maintenance on PRA trails had moved to new trail construction in the Backyard.

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 June 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).

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

Day Lodge/Guest Service:

- Walter Byron Park hosted 6 rentals while Meadow Creek Park was not rented in June.
- Retail sales at the Day Lodge have been slow. Ice cream and discs have been popular items. Staff expanded food and drink retail offerings to include more requested items like jerky, chips, red bull, and Gatorade. Summer is noticeably slower overall for retail sales as compared to winter, due to a lower volume of foot traffic in the building.
 - On average this past winter (Dec 2025-March 2026), sales were approximately \$8,772/month. In June, between retail and food and beverage, we sold just over \$600 total. Staff added advertisement wobble boards in the plaza and skate park area to help draw people into the ticket office.

Bike Park:

- The Green gravity line received a massive facelift including the removal of the green giant ramp that was aging and deteriorating.
- Staff flipped the berm at the bottom of the green line to direct cyclists towards the new uphill trail.
- The Black gravity line was maintained. Staff removed black drop, replacing it with a jump.

Tubing Hill

- Staff have worked through ongoing challenges and concerns with the Magic Carpet motor; the motor will be serviced by IPS. A Technician will be onsite to better troubleshoot ongoing concerns with staff.

Disc Golf:

- Hosted a celebration of life and exchanged the basket on hole 9 for a new basket.
- Staff dug a trail into the fairway of hole 1 to allow for easier access around the Well #7 construction project.
- Staff plan to replace the front 9 holes with new baskets this fall.

New Projects:

- Staff are working on a new trail to help connectivity at the top of the Bike Park.
- Gates will be installed in various locations around the Adventure Park to restrict unauthorized vehicle access.

Table 1: Frisco Adventure Park Financials (1160)

	June 2026	June 2025	June 2024
Revenue – 1160	\$15,375	\$18,390	\$7,341
Expenses – 1160	\$111,726	\$125,308	\$98,595

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1160	\$1,796,394	\$3,252,965	\$1,784,360.75	\$1,482,111
Expenses – 1160	\$1,136,280	\$2,068,798	\$1,178,176	\$1,005,709

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

- Pete Swenson, Nordic & Trails Manager, had six site visits with USFS staff to the PRA and Backyard trails to discuss trail alignments.
- Trail crew continued installing 250+ cinder blocks on lower Sky Pilot for armoring. Staff also reshaped a section of the Sky Pilot trail.
- Trail crew has worked on trail alignment and construction of the ‘Tiger Trail’ in the Backyard. The trail crew will be working entirely on the Tiger trail throughout June and July.

Table 2: Frisco Nordic Center and Trails Financials (1170)

	June 2026	June 2025	June 2024
Revenue – 1170	\$0	\$0	\$0
Expenses – 1170	\$47,702	\$47,024	\$44,278

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1170	\$217,026	\$870,060	\$410,949	\$427,892
Expenses – 1170	\$461,711	\$1,000,234	\$454,319	\$429,916

Frisco Bay Marina:

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

- June was a challenging month for business due to wildfire smoke, record-high temperatures, high winds, sandstorms, and operational holds almost daily due to severe storm and wind activity. Furthermore, inaccurate public reports claiming the Marina is closed have led to a slow start to the season.
- Standup Paddle Board rentals started on June 12..
- Staff built the low water bridge and dock systems allowing for water access for summer operations. Paddle sport rentals will run as normal from this location, and power boat rentals will operate on a shuttle system from this location, taking guests to T-Dock (temporary dock) to access their rental boats.
- Marina financial updates include the following:
 - Based on the revenue trending over the last three years it is evident visitation is significantly down.
 - The entire Marina management team is continuously reviewing the budget working to minimize expenses and modify operations as needed, based on lower foot traffic and slower rental volume.

Table 3: Frisco Marina Financials (9000)

	June 2026	June 2025	June 2024
Revenue – 9000	\$123,144.90	\$418,694.35	\$372,704.26
Expenses – 9000	\$183,731.11	\$336,597.57	\$330,734.20

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 9000	\$458,672.15	\$2,053,700	\$1,093,569.86	\$973,813.64
Expenses – 9000	\$581,701.54	\$1,733,643	\$981,705.72	\$1,152,736.88

Table 4: Frisco Marina Rental Numbers (9000)

SUP's	35
Canoes	37
Pedal Kayaks	25
Single Kayaks	201
Tandem Kayaks	216
Fishing Boats	0 – not available to rent
Small Pontoon Boats	95
Large Pontoons	39

Recreation Programs:

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

Programs/Events:

- June kicks off a busy summer full of a variety of youth activities and camp offerings.
 - Afterschool Fun Club ended on the last day of school, June 5.
 - Frisco Fun Club, a state licensed childcare program for kids ages 5-12, ran Monday-Friday during the month of June. Field trips included Splash, Water World, Denver Children's Museum, and Denver Museum of Nature and Science.
 - Staff also ran two weeks of Adventure Camp, two weeks of Skate Camp, two weeks of Bike Camp, and one week of Water Camp.
 - Skate Camp visited the Edward's Skate Park while Water Camp rafted Brown's Canyon.
 - On an average day in June, staff have between 75-100 children in their care.
- The annual Mountain Goat Kid's Trail Running series kicked off on June 16. Staff postponed the second race in June due to poor air quality. The race has been rescheduled to August 11.

Table 5: Program and Athletic Events Financials (1150):

	June 2026	June 2025	June 2024
Revenue – 1150	\$ 52,872	\$54,403	\$53,913
Expenses – 1150	\$95,664	\$102,237	\$93,380

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1150	\$ 330,006	\$524,000	\$202,204	\$ 202,520
Expenses – 1150	\$310,732	\$930,756	\$320,442	\$257,133

Table 6: Program and Events Participation (1150)

	June 2026	June 2025	June 2024
Frisco Fun Club Afterschool Program	85	82	28
Frisco Fun Club	749	697	787
Adventure Camp	204	195	180
H2O Camp	87	80	85
Skateboard Camp	74	70	70
Bike Camp	79	85	80
Mountain Goat Kids	109	116	117
TOTAL	1387	1325	1347

Special Events:

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

- Summer music in Frisco kicked off with the annual Rock the Dock concert at the Frisco Bay Marina on Friday, June 19.
 - The music lineup included Heartbyrne and Karl Denson's Tiny Universe.
 - Rock the Dock took place a week later than prior years, falling on Father's Day Weekend. With beautiful weather, there were an estimated 2,000 attendees at the concert this year.
 - The Island Grill holds the liquor license for the Lighthouse Lawn at the Marina, and they reported over \$10,000 in alcohol sales at Rock the Dock.
- The Concert in the Park series kicked off at the Frisco Historic Park gazebo on Thursday, June 25. The series started one week later than in previous summers, taking place the Thursday after the Rock the Dock concert. Staff made the decision to modify the music line up by one week in hopes of warmer weather later in June, and more attendees with school being out for the summer and visitors traveling later in the month.
 - The participation numbers listed below reflect a decrease in Concerts in the Park, due to June 2026 hosting one concert, and in June 2024 and 2025 two concerts were held.

Table 7: Community Event Participation Financials (1140)

	June 2026	June 2025	June 2024
Revenue – 1140	\$3,695	\$7,823	\$6,822
Expenses – 1140	\$32,589	\$44,606	\$20,774

	YTD Actual 2026	Budget 2026	YTD Actual 2025	YTD Actual 2024
Revenue – 1140	\$3,695	\$8,150	\$7,829	\$6,822
Expenses – 1140	\$220,791	\$594,486	\$155,037	\$204,452

Table 8: Community Event Participation (1140):

	June 2026	June 2025	June 2024
Rock the Dock (kick off concert)	~2,000	~700	~2,000
Concerts in the Park	~500	~1,000	~1,000
Bike to Work Day	~150	~150	~150
TOTAL	~2,650	~1,850	~3,150

July 2026 highlights you will find in the next Recreation Department monthly report:

- Participation and activity updates from Frisco Fun Club, Bike Camp, Skate Camp, H2O Camp, and Adventure Camp.
- Fall program registration updates (*Fall 2026 program registration opened on Wednesday, July 29.*)
- Updates from the Frisco Bay Marina operating with a significantly reduced fleet of power boats and staff, and details on how the lack of water in the lake has contributed to reduced foot traffic and a decline in revenue.
- Event re-caps from Frisco Fabulous Fourth of July, Mountain Goat Kids Races, Frisco Duathlon, and Concerts in the Park.
- Facility reservation updates from private rentals at Slopeside Hall, the Day Lodge, the Wedding Ceremony site, Walter Byron Park, and Meadow Creek Park.
- Highlights on continued trail and bike park work and maintenance from the Trails and Adventure Park staff.

Upcoming events between the August 11 and September 8 Council meetings:

- Tuesday, August 11 – Mountain Goat Kids Race #4
- Thursday, August 13 – Concert in the Park #8
- Thursday, August 20 – Concert in the Park #9
- Thursday, August 27 – Concert in the Park #10
- Saturday, August 29 – Movie Night at the Marina



RECORD OF PROCEEDINGS – MINUTES

WORK SESSION OF THE TOWN COUNCIL OF THE TOWN OF FRISCO FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443 JULY 28, 2026 AT 4:15PM

Call to Order:

Work Session called to order at 4:16PM by Mayor Ihnken.

- **Agenda Item #1:** Early Childhood Options Update
- **Agenda Item #2:** Mid-Year Financial & Budget Update
- **Agenda Item #3:** Waste Reduction Strategies Overview
- **Agenda Item #4:** Northwest Colorado Council of Governments (NWCCOG) Economic Summit Results

REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FRISCO FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443 JULY 28, 2026 AT 7:00PM

Call to Order:

Meeting called to order at 7:05PM by Mayor Ihnken.

Roll Call:

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

Rick Ihnken – PRESENT – Mayor

Elizabeth Skrzypczak-Adrian – ABSENT - Mayor Pro Tem

Martin Allen – PRESENT

Robyn Goldstein – PRESENT

Andy Held – PRESENT

Thayer Hirsh – PRESENT

Dan Kibbie – PRESENT

Presentations:

- Mayor Ihnken read a few words on behalf of Town Council's Recognition of Tim Ventrella's 25 Years of Service to the Town of Frisco

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.

Full Name of Commenter	In Person or Online	Address	Topic(s)
Alex Beach	Online	951 Lakepoint Drive	Suggested installation of reflective ballards on the Dillon Dam Road in Frisco's jurisdiction.

Seeing no further Public Comments, Mayor Ihnken closed Public Comment at 7:09PM and moved into Council Comments.

Presentation:

- Acknowledgement of Tim Ventrella Years of Service (25 Years)
 - Mayor Ihnken said a few words on behalf of Town Council's Recognition of Tim Ventrella's 25 Years of Service in the Public Works Department, and he was presented with a gift from the Town.

Council Comments:

Mayor Ihnken mentioned that he attended the Town's annual Summer Celebration out at the Frisco Adventure Park last week.

Staff Updates:

Town Manager Tom Fisher reviewed the following updates for Council:

- Peak Materials Concrete Operation North of Silverthorne, applying for an amendment to their Conditional Use Permit, let Tom know if Council would like to issue a letter of support.

Deputy Town Manager Diane McBride reviewed the following update for Council:

- Frisco Bay Marina operational update: they are leaning out operation costs and fiscal responsibility by unfortunately having to reduce staffing levels due to lack of demand for Marina services. This can be attributed to the lack of snowfall last Winter, causing reduced water levels and impacting operations. Full-time, year-round staff will remain, and boat service work orders are being taken for the Fall and Winter. She acknowledged it has undoubtedly been a challenging summer season.

Mayor Ihnken closed Staff Updates and moved into the Consent Agenda.

Consent Agenda:

- Consideration and Possible Approval of Minutes from July 14, 2026 Meeting
- Consideration and Possible Approval of Warrant List

- Consideration and Possible Approval of Purchasing Cards
- Consideration and Possible Approval of Resolution 26-18: A RESOLUTION OF THE TOWN COUNCIL FOR THE TOWN OF FRISCO, COLORADO, AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE A CONTRACT WITH WESTERN STATES RECLAMATION LLC FOR THE PURPOSES OF REPLACING A WATER MAIN ON LAGOON DRIVE
- Home Rule Charter Code Review: Chapter 97 Flood Hazard Areas

MOTION: COUNCILMEMBER HELD MOVED TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILMEMBER ALLEN.

VOTE:

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

MOTION: PASSED AT 7:21PM

New Business:

Agenda Item #1: Xcel Utility Thermal Energy Networks (UTEN) Partners Update

Mayor Ihnken read the item into the record and turned things over to staff. (As this is a Work Session discussion, there was no public hearing held on this topic, on this agenda.)

Mayor Ihnken asked for introductions of all present at tonight's meeting. Council introduced themselves, along with Town Management and Town Attorney Joseph Rivera who is filling in for the usual Town Attorney Thad Renaud this evening in his absence. Presenting from Xcel Energy were: Blair McGary, Area Manager – Eagle, Grand, Lake, Park and Summit Counties, and David Podorson, Senior Project Developer presenting. Linsey Olsen, a Planner with Salas O'Brien was present online.

Xcel Energy's presentation consisted of information about their proposed Utility Therman Energy Networks (UTEN) Geothermal Pilot Borehole program, asking Town Council for verbal support for drilling pilot boreholes in proposed locations in the Town of Frisco. They presented their timeline and subsequent needs, driven mainly by their need to file application with the Public Utilities Commission (PUC) by December 6, 2026. The PUC is the governing Federal agency for this type of work, that Xcel also will be asking for funding assistance for the program. Xcel staff fielded questions from Council and Town Management, relaying information such as:

- Town Manager Tom Fisher: What does a borehole look like, sound like, and act like?
 - 1 borehole = 1 heat exchanger
 - Boreholes will all be connected by a trench to the main system
- Councilmember Held: How big is a typical borehole?
 - 6 inches around, 600-1000 feet deep, 20 feet on center for above-ground space, with repaving that will be necessary at the end of the tests

- Councilmember Held expressed that the Town has experienced negative repaving experiences with Xcel's paving contractors in the past after gas line repair projects in Town Rights-of-Way

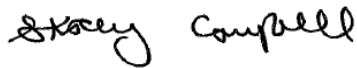
Council and Xcel Energy's discussion ensued, discussing future process, future legal agreements, comfort level with initial, verbal direction to staff will be based on the combination of staff opinions on the project, community impacts, partnership, and collaboration. Overall, Council gave initial support for the project, but Mayor Ihnken made it clear that no official legal action or decisions have been taken this evening.

Town Attorney Joesph Rivera added information regarding the Colorado Open Meetings Law, subsequent necessary legal noticing on any future consideration and potential official actions. Town Manager Tom Fisher clarified that if any verbal support is given by Council tonight, it will be given to staff to work with Xcel Energy on moving this project forward.

Adjourn:

COUNCILMEMBER HELD MOVED TO ADJOURN, COUNCIL UNANIMOUSLY VOTED TO ADJOURN AT 8:42PM.

Respectfully Submitted,



Stacey Campbell
Town Clerk





STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: Josh Southworth, Public Works Director
**RE: Consideration and Possible Approval of Resolution 26-21: A
RESOLUTION OF THE TOWN COUNCIL FOR THE TOWN OF FRISCO,
COLORADO, AUTHORIZING THE MAYOR AND TOWN CLERK TO
EXECUTE A CONTRACT WITH A-1 CHIPSEAL COMPANY FOR THE
PURPOSES OF SLURRY SEAL WORK**
DATE: August 11, 2026

Summary & Background:

The 2026 Streets Program includes slurry seal treatment on selected Town roadways as a preventive maintenance measure. Slurry seal seals minor surface cracking, restores surface texture, and extends pavement service life before more costly rehabilitation is required. Bids were due August 4, 2026. The bid schedule includes mobilization, performance and payment bonds, traffic control, approximately 376,720 square feet of slurry seal, and removal and replacement of affected pavement markings. A-1 Chipseal Company submitted the selected bid in the amount of \$218,148.20.

Analysis:

Staff reviewed the bid and recommends award to A-1 Chipseal Company. The proposed slurry seal uses a water-based, polymer-modified asphalt emulsion with a minimum three percent SBR latex and manufactured granite crusher fines. Anticipated roadway segments include Ten Mile Drive, Recreation Way, Water Dance Drive, Creekside Drive, and Alpine Drive, with final treatment limits and sequencing to be directed by the Town. The specifications require at least 24 hours advance notice to affected homes and businesses, traffic control throughout application and curing, and protection of treated pavement for approximately three to five hours. The Town and contractor are continuing to coordinate the construction schedule and completion period.

Financial Impact:

The proposed contract amount is not to exceed \$218,148.20. Funding will be provided from the Road Resurfacing GL 10-1131-4402 with an appropriated amount of \$1,274,000.

Alignment with Strategic Plan:

This project supports the Core Services priority by maintaining and enhancing transportation infrastructure for residents, businesses, and guests.

Sustainability:

Slurry seal is a pavement-preservation treatment that extends the useful life of existing asphalt and delays more material- and energy-intensive mill-and-overlay or reconstruction work. The specified emulsion is water-based, and the work will be sequenced to limit closures and traffic disruption.

Staff Recommendation:

Staff recommends approval of Resolution 26-21, authorizing the Mayor and Town Clerk to execute the construction agreement with A-1 Chipseal Company for an amount not to exceed \$218,148.20, subject to final schedule coordination, receipt of required bonds and insurance, and final review.

Reviews and Approvals:

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

Attachments:

- Attachment 1 – Resolution 26-21 Slurry Seal Contract
- Attachment 2 – A 1 Chipseal Construction Agreement
- Attachment 3 – A 1 Chipseal Bid Tab and Specifications

RYAN LEE - A-1 CHIPSEAL

BID TABULATION
TOWN OF FRISCO
Project Name -

Slurry Project 2026

*Note: Quantities below include cost of removal, hauling, and all other incidental costs to complete the work.
Work shall be completed in accordance with 2025 CDOT Specifications.*

ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	MOBILIZATION	1.0	LS	\$ 7,500.00	\$ 7,500.00
2	PERFORMANCE AND PAYMENT BOND	1.0	LS	\$ 2,180.00	\$ 2,180.00
3	TRAFFIC CONTROL	20.0	DAY	\$ 100.00	\$ 2,000.00
4	SLURRY SEAL	376720.0	SF	\$ 0.46	\$ 173,291.20
5	STOP BAR/CROSSWALK/ARROW THERMO REMOVAL	1500.0	SF	\$ 2.45	\$ 3,675.00
6	STOP BAR - THERMO	534.0	SF	\$ 11.50	\$ 6,141.00
7	CROSSWALK - THERMO	846.0	SF	\$ 11.50	\$ 9,729.00
8	SPEED HUMP SHARROW - PAINT	4.0	EA	\$ 395.00	\$ 1,580.00
9	DOUBLE YELLOW - PAINT/GLASSBEAD	4920.0	LF	\$ 1.70	\$ 8,364.00
10	BROKEN YELLOW - PAINT/GLASSBEAD	1600	LF	\$ 0.85	\$ 1,360.00
11	2 WAY LEFT TURN - PAINT/GLASSBEAD	950	LF	\$ 1.70	\$ 1,615.00
12	6" WHITE - PAINT/GLASSBEAD	460	LF	\$ 1.55	\$ 713.00

TOTAL	\$ 218,148.20
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Town of Frisco
2026 Slurry Seal



Established in 1992, A-1 Chipseal Company is a Denver-based, full-service asphalt maintenance and pavement preservation contractor serving the Front Range. As the region's largest pavement maintenance contractor, we provide a comprehensive range of services using high-quality materials and experienced, year-round crews. With more than 250 employees, 25 skilled crews, and approximately 1,200 projects completed annually, A-1 Chipseal sets the standard for professionalism, integrity, and performance in the asphalt preservation industry.

Originally founded as a chip seal contractor, A-1 expanded into slurry seal and crack seal services in 2006. Significant growth followed in 2009 with the acquisition of Rocky Mountain Pavement, transforming the company into a full-service asphalt maintenance provider. Continued strategic expansion included opening a Colorado Springs branch in 2016, acquiring Rocky Mountain Parking Lot Services in 2022 to add striping, snow removal, and sweeping services, and purchasing Altitude Concrete in 2023 to offer concrete work. In 2024, A-1 entered the milling market through the acquisition of CU Onsite Solutions' assets, followed in 2025 by its subsidiary, Black Rock Material and Supply, acquiring Cobitco Inc., further strengthening its presence in the asphalt materials sector.

A-1 Chipseal Company is owned by Daniel Gryzmala and Nick Zieser and maintains an impeccable record with no bond claims or legal disputes. Our principal office is located at 2505 E. 74th Ave., Denver, CO 80229, with a Colorado Springs branch at 7231 Cole View, Colorado Springs, CO 80915. The company demonstrates strong financial stability through well-established banking and bonding relationships.

Our Mission

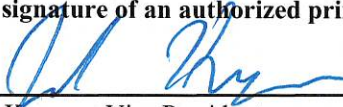
We strive to build long-term relationships by delivering exceptional quality services and innovative products with the highest levels of professionalism, integrity, honesty, and experience. Our goal is to exceed customer expectations, earn trust, and provide a strong return on investment while leading the industry in asphalt pavement preservation through comprehensive service capabilities and superior materials.

Name, telephone number, email address and physical address of the individuals to contact regarding the proposal.

Josh Krueger
Vice President
A-1 Chipseal Co.
2505 E. 74th Ave.
Denver, CO 80229
jkrueger@a-1chipseal.com

Ryan Lee
Senior Estimator
A-1 Chipseal Co.
2505 E 74th Ave.
Denver, CO 80229
ryan@a-1chipseal.com

The signature of an authorized principal, partner, or officer of the Offeror.



Josh Krueger, Vice President
8/4/2026





To Whom it May Concern,

A-One Chipseal has been performing slurry seal work along the Front Range for over 35 years. Through this experience, the Contractor has found that while multiple local aggregate sources may meet specification requirements, the use of higher-quality granite aggregate results in a longer-lasting, darker, and more durable finished surface.

Although this material comes at a higher cost and must be hauled from a greater distance, it provides the city with a superior long-term product and improved overall performance. For this reason, we have elected to utilize granite aggregate sourced from Golden for this project.

For reference, we have included our material specifications and supporting information for your review.

We respectfully ask the city to consider this added value when evaluating proposals.

Sincerely,

Josh Krueger
Vice President
JKrueger@a-1chipseal.com

SLURRY SEAL SPECIFICATIONS – (3% Latex Minimum)

DESCRIPTION

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Slurry Seal. Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

Emulsified Asphalt Material – The liquid emulsion shall be water-based emulsified asphalt comprised of straight-run vacuum tower bottoms, synthetic SBR latex polymer, and emulsification agents. The SBR polymer shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine.

The emulsified asphalt shall conform to the requirements of the ASTM specification for quick set CQS with revisions as indicated in the table below. In addition, the emulsion shall contain 3% minimum SBR latex solids based on weight of asphalt cement. The slurry seal mixture shall contain an emulsion content of 10 – 20% by weight of dry aggregate which shall be determined in the laboratory by an approved mix design process. The residual asphalt content shall be 5 – 15% based on weight of dry aggregate.

Tests on CQS Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 25°C, sec, (a)	15	100	ASTM D 244
Storage stability, 24 hr, % max ¹	1	1	T 59
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Residue, %	62		AASHTO T 59
Polymer:			
Polymer Solids Based on Weight of Asphalt, %	3		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Tests on Residue (b)			AASHTO T 59
Penetration, 25°C, 100g, 5s	40		ASTM D 5
Ductility, 25°C, 5 cm/min, cm	50		ASTM D 113
Solubility in Trichloroethylene, %	97.5		ASTM D 2042
Elastic Recover, 77 F, 10cm, 1h, %	40		ASTM D 5976

The specification for Slurry Emulsion is in accordance with the material properties and test methods as specified by ISSA, ASTM, AASHTO, and CDOT.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

AGGREGATE - The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color with 100% fractured faces, clean and free from organic matter or other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Gradation Table – Aggregate (percent passing) ^{(a) (b)}

Sieve Size	Type II	Type III	Tolerance
3/8"	100	100	+ or - 5%
No. 4	90-100	70-90	+ or - 5%
No. 8	65-90	45-70	+ or - 5%
No. 16	45-70	28-50	+ or - 5%
No. 30	30-50	19-34	+ or - 5%
No. 50	18-30	12-25	+ or - 4%
No. 100	10-24	7-18	+ or - 3%
No. 200	5-15	5-15	+ or - 2%

- (a) Meets ISSA gradation.
- (b) If oversize material is present, screening through a 1/4" screen will be required prior to delivery to the slurry machine. If clay balls are present, the aggregate may not be used.
- Resistance to Degradation (ASTM C131grading D) 20% maximum loss
 - Soundness of Aggregate (ASTM C88) 15% maximum loss
 - Sand Equivalent (ASTM D 2419) 55% maximum
 - LA Abrasion (AASHTO T96) 20% maximum loss

Mineral Filler: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Water: All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

Additives: Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the Project Manager.

Slurry Seal Mix Design Specifications: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The mix design shall identify the job mix formula and present test results for the required specifications verifying the compatibility of the aggregate and the modified CQS-1HL. The mix design shall follow the standards and guidelines as set forth by ISSA. The Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft ² (807 g/m ²)
ISSA TB-109	Sand Adhesion by wheel tester	50 g/ft ² Maximum
ISSA TB-105	Asphalt Content (based on dry aggregate)	5 – 15%
Trial Mix Characteristics		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-113/3.5	Mix Characteristics	No excess free liquids in mix No excessively dry or stiff mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7	Set Time at 77°F Displacement	30 minutes maximum
ISSA TB-113/3.8	Clear blot	30 minutes maximum
Cured Trial Mix Evaluation (24hr-77°F cured mix from ISSA T113/3.6 - 30 second mix)		
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Fines Flotation	No fines flotation
ISSA T113/4.3	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test - modified to a 10 minute boiling period (24hr 77°F cured mix from ISSA T113/3.6 - 30 second mix)		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min 12 kg-cm min 60 min report 2 hr report 4hr report 24hr solid spin (26 in-lb)

Composition of mixture: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt: 5% – 15% by dry weight of aggregate.

Emulsion Content: 10% - 20% by dry weight if aggregate.

Mineral Filler: 0.5% to 2% by dry weight of aggregate.

Polymer Content: 3% minimum based on weight of asphalt cement.

Water (Potable):

As required to provide proper consistency.

Application Rate of Dry Aggregate (average): 16 lbs. +/- ½ lb. per square yard (Type II)

Equipment: The material shall be mixed by either a truck mounted or self propelled micro-surfacing mixing machine. The machine shall employ continuous flow mixing and be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No "burlap" will be permitted to be drug behind the squeegee box except along the seams where a 2' to 3' wide burlap "blanket" will be permitted to be drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates. The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

Calibration: Each mixing unit to be used during performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

Handwork: Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

Curing: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at their expense.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Weather Limitations: The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Notification: All homeowners and businesses affected by the paving shall be notified 24 hours in advance of the surfacing. Suitable tow-away signs may be posted prior to the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in a form of written posting, stating the time and date that the surfacing will take place.

Traffic Control: Suitable methods shall be used by the contractor to protect the Slurry Seal from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Slurry Seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a Slurry Seal.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Payment: The Slurry Seal shall be measured and paid for by the square yards on the work completed and accepted by the buyer. The price shall be full compensation for furnishing all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

PAY ITEM
Slurry Seal

PAY UNIT
S.Y.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 26-21**

**A RESOLUTION OF THE TOWN COUNCIL FOR THE TOWN OF FRISCO, COLORADO,
AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE A CONTRACT WITH
A-1 CHIPSEAL COMPANY FOR THE PURPOSES OF SLURRY SEAL WORK**

WHEREAS, the Town Council has prioritized Core Services, including maintaining and enhancing Town infrastructure for residents and guests, and Town staff has identified selected roadways for slurry seal treatment as part of the 2026 pavement preservation program; and

WHEREAS, following a competitive bid process, A-1 Chipseal Company was selected to perform the slurry seal work for an amount not to exceed \$218,148.20, and sufficient funds have been appropriated for the Project; and

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

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to execute the attached contract with A-1 CHIPSEAL COMPANY, as set forth therein, at a cost not to exceed two hundred eighteen thousand one hundred forty-eight dollars and twenty cents (\$218,148.20).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 11TH DAY OF AUGUST, 2026.

TOWN OF FRISCO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, CMC, CERA, Town Clerk

INVITATION TO BID

Notice is hereby given that the Town of Frisco (the "Town") will receive sealed bids for the Slurry Seal Project 2026 until 1:00 p.m., August 4, 2026.

The specifications for the construction of the Slurry Seal Project 2026 are available from the Town's Public Works Department offices at 102 School Road, Frisco CO 80443. Each bidder may obtain one set of specifications.

The Town reserves the right to reject any and all bids, and to make final determination in the event of duplications.

No bid may be withdrawn for a period of sixty (60) days after the date set for opening thereof.

There will be an optional pre-bid meeting on _____, _____, 20____ at ____ a.m./p.m. The meeting will be conducted at _____, Frisco, CO 80443.

Colorado labor shall be employed to perform the work for which bids are requested herein to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on such work, pursuant to C.R.S. § 8-17-101.

[The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five percent (5%) of the total bid amount be provided before the Town can accept or consider any bid.] The bid **[and the deposit or bond]** shall be filed with the Town Clerk, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work for which the bid is provided. **[Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.]**

Bids will be opened publicly at 1:00 p.m. on August 4, 2026, at 102 School Road, Frisco, CO 80443, and shall be tabulated by the Town.

Any questions regarding the project should be directed to Josh Southworth, Project Manager, at 970-668-0836.

Bid results are available by calling 970-668-0836.

/s/ Stacey Campbell, CMC, CERA
Town Clerk

DATE OF PUBLICATION:

PUBLISHED IN:

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this ____ day of August, 2026, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and A-1 Chipseal Company, a Colorado corporation ("Contractor") (collectively the "Parties").

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

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

THE TOWN OF FRISCO 2026 SLURRY SEAL PROJECT

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

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

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

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED FORTY-EIGHT AND 20/100 **DOLLARS (\$218,148.20)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

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

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

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

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

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

The Town: Josh Southworth
Public Works Director / Project Manager
P.O. Box 4100
Frisco, CO 80443

Contractor: Josh Krueger, Vice President
A-1 Chipseal Company
2505 E. 74th Avenue
Denver, CO 80229

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

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

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

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently five hundred five thousand dollars (\$505,000) per person and one million four hundred twenty-one thousand dollars (\$1,421,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

IN WITNESS WHEREOF, this Construction Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FRISCO, COLORADO

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, CMC, CERA, Town Clerk

CONTRACTOR

By: _____
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by Josh Krueger, as Vice President of A-1 Chipseal Company.

My commission expires:

(S E A L)

Notary Public

EXHIBIT B TO CONSTRUCTION AGREEMENT SCOPE OF WORK

Contractor shall furnish all labor, equipment, materials, supplies, signage, traffic control, bonds, and incidentals necessary to complete the Town of Frisco 2026 Slurry Seal Project in accordance with the Construction Agreement, General Conditions, accepted bid, bid schedule, and slurry seal specifications.

1. Mobilization, performance and payment bonds, project coordination, and traffic control.
2. Surface preparation and application of approximately 376,720 square feet of Type II slurry seal using a water-based, polymer-modified asphalt emulsion with a minimum three percent SBR latex and manufactured granite crusher fines, subject to an approved mix design.
3. Pavement marking removal and replacement in the estimated bid quantities, including 1,500 square feet of thermoplastic stop bar, crosswalk, and arrow removal; 534 square feet of thermoplastic stop bars; 846 square feet of thermoplastic crosswalks; four painted speed hump/sharrow symbols; 4,920 linear feet of double yellow markings; 1,600 linear feet of broken yellow markings; 950 linear feet of two-way left-turn markings; and 460 linear feet of six-inch white markings.
4. Work on selected roadway segments including Ten Mile Drive, Recreation Way, Water Dance Drive, Creekside Drive, and Alpine Drive. Exact limits, sequencing, and any quantity adjustments will be directed or approved in writing by the Town Project Manager.
5. Provide affected homeowners and businesses at least 24 hours advance notice, maintain suitable traffic control, protect treated areas through the required curing period, and complete daily and final cleanup.
6. The construction schedule, number of calendar days to Substantial Completion, and sequencing will be finalized by the Parties and reflected in the executed Agreement and Notice to Proceed. Work is subject to the weather limitations in the specifications.
7. Compensation will be based on accepted quantities and the unit prices in the accepted bid schedule, with a total Contract Price not to exceed \$218,148.20 unless modified by an authorized written change order.

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- B. Bid Form;**
- C. Bid Schedule;**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;

- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda, if any, issued for the Project.

1.02 CHANGE ORDER:

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

1.03 CONTRACT:

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

1.04 CONTRACT PRICE:

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

1.05 CONTRACT TIME:

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

1.06 DAY:

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

1.07 FINAL COMPLETION:

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

1.08 PROJECT:

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

1.09 PROJECT MANAGER:

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

1.10 SUBCONTRACTOR:

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

1.11 SUBSTANTIAL COMPLETION:

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

1.12 TOWN

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

1.13 WORK:

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

PART 2. TIME

2.01 TIME OF THE ESSENCE:

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

2.02 FINAL ACCEPTANCE:

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

2.03 CHANGES IN THE WORK:

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

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

2.07 DELAYS:

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

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

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

2.08 NO DAMAGES FOR DELAY:

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

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

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

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

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

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

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

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

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

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

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

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

3.07 TAXES, LICENSES AND PERMITS:

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

3.08 SAMPLES AND SHOP DRAWINGS:

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

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

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

3.10 SUBCONTRACTORS:

- A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.
- B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.
- C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

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

3.12 OTHER CONTRACTS:

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

3.13 COMMUNICATION:

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

PART 4. TERMINATION

4.01 LABOR DISPUTES:

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

4.02 DEFAULT:

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

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

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

5.02 GENERAL WARRANTY:

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

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

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

6.02 NOTICE OF CLAIM:

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

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by

Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

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

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

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

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

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

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

6.04 PERFORMANCE AND PAYMENT BONDS:

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

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

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

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

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

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

7.02 FINAL PAYMENT:

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

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

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed

after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

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

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

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

7.05 ITEMS NOT INCLUDED IN BID:

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

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

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

7.10 COST RECORDS:

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

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

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

8.02 CONFIDENTIALITY:

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

8.03 INDEPENDENT CONTRACTOR:

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

8.04 CONFLICTS:

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

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

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

A-1 Chipseal Company

2505 E. 74th Avenue, Denver, CO 80229

(a Colorado Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED FORTY-EIGHT AND 20/100 DOLLARS (\$218,148.20) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the ____ day of August, 2026, for the performance of the Town of Frisco 2026 Slurry Seal Project (the "Construction Contract"), which is by reference made a part hereof,

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

Otherwise the Principal and Surety shall have the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL: A-1 Chipseal Company
2505 E. 74th Avenue
Denver, CO 80229

SURETY: _____

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

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including

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

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

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

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

A-1 Chipseal Company

2505 E. 74th Avenue, Denver, CO 80229

(a Colorado Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED FORTY-EIGHT AND 20/100 DOLLARS (\$218,148.20) in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of August, 2026, for the performance of the Town of Frisco 2026 Slurry Seal Project (the "Construction Contract"), which is by reference made a part hereof,

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

PROVIDED, FURTHER,

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

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

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

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

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

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

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

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

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

3.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

PRINCIPAL: A-1 Chipseal Company
2505 E. 74th Avenue
Denver, CO 80229

SURETY: _____

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

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

12. Definitions.

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

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

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

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

NOTICE OF AWARD

Date: _____, 20__

A-1 Chipseal Company
Attn: Josh Krueger, Vice President
2505 E. 74th Avenue
Denver, CO 80229

Re: Town of Frisco 2026 Slurry Seal Project

Dear Mr. Krueger:

Thank you for submitting a bid for the Town of Frisco's 2026 Slurry Seal Project.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of \$218,148.20 for the above-mentioned project.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return one copy to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

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

Should you have any questions, please call me at 970-668-0836.

Sincerely,

Josh Southworth
Public Works Director
Town of Frisco

NOTICE TO PROCEED

Date:

A-1 Chipseal Company
Attn: Josh Krueger, Vice President
2505 E. 74th Avenue, Denver, CO 80229

Dear Mr. Krueger:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning the Town of Frisco 2026 Slurry Seal Project.

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

Should you have any questions, please call me at 970-668-0836.

Sincerely,

Josh Southworth
Public Works Director
Town of Frisco

COLORADO BID BOND

BOND NO.

AMOUNT OF BOND: \$

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

Town of Frisco 2026 Slurry Seal Project

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

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

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

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

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

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

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

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact



STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: JOSH SOUTHWORTH, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 26-22: PURCHASE OF A CAT 930 WHEEL LOADER
DATE: AUGUST 11, 2026

Summary & Background: Public Works requests Town Council approval to purchase one Caterpillar CAT 930 wheel loader from Wagner Equipment Co. to replace the Town's current 2019 CAT 930M. The replacement is included in the 2026 Vehicle Replacement Schedule. The existing CAT 930M will be traded to Wagner Equipment as part of the purchase.

Analysis: Town Code Section 9-9.A allows the Town to use bids available through coordinated government purchasing agreements in lieu of otherwise required competitive bidding. The CAT 930 is configured for year-round Public Works operations and includes a 3.5 cubic-yard bucket, 12-foot multi-directional folding V-plow, cold-weather package, object detection, multi-view cameras, and 84-month/6,000-hour Premier coverage.

Financial Impact: The Wagner Equipment sales agreement lists a total purchase amount of \$200,382.59 after a \$116,500.00 trade allowance for the Town's 2019 CAT 930M. The total includes \$1,000.00 for machine delivery and \$814.61 for preventive maintenance. Funding is available in the Capital Improvement Fund within the approved 2026 Vehicle Replacement Schedule.

Alignment with Strategic Plan: This purchase supports the Town's Quality Core Services strategic objective, specifically maintaining and enhancing infrastructure and wisely using and recapitalizing Town government assets.

Sustainability: This is a one-for-one fleet replacement and does not increase the number of heavy-equipment assets in the Town fleet. The current 2019 CAT 930M will be traded to the vendor as part of the transaction.

Staff Recommendation: Staff recommends approval of the resolution authorizing the purchase of one CAT 930 wheel loader from Wagner Equipment Co. for a net purchase amount of \$200,382.59, including the trade-in of the Town's current 2019 CAT 930M wheel loader.

Reviews and Approvals:

- Cutler Himes, Fleet Supervisor
- Leslie Edwards, Finance Director
- Diane McBride, Deputy Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Resolution 26-22
- Attachment 2 – CAT 930 Purchase Agreement

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 26-22**

A RESOLUTION AUTHORIZING THE PURCHASE OF A CAT 930 WHEEL LOADER

WHEREAS, Town Code 9-9.A states that department managers may use bids obtained through coordinated government purchasing agreements; and

WHEREAS, the Town Council has approved the 2026 Vehicle Replacement Schedule and there are sufficient sums of money budgeted in the Capital Improvement Fund for this purchase; and

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

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to complete the purchase of one (1) CAT 930 Wheel Loader from WAGNER EQUIPMENT CO., including the trade-in of the Town's current 2019 CAT 930M Wheel Loader, as set forth in the attached sales agreement, at a net cost of two hundred thousand three hundred eighty-two dollars and fifty-nine cents (\$200,382.59).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 11TH DAY OF AUGUST, 2026.

TOWN OF FRISCO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, CMC, CERA, Town Clerk



SALES AGREEMENT

DATE Jul 15, 2026
QUOTE# 308382

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER TOWN OF FRISCO		TOWN OF FRISCO	
STREET ADDRESS PO BOX 4100		0102 SCHOOL RD.	
CITY/STATE FRISCO, CO	COUNTY SUMMIT CO	FRISCO, CO 80443 4100	
POSTAL CODE 80443 4100	PHONE NO. 970 418 5543	SUMMIT CO, 970 418 5543	
EQUIPMENT CUTLER HIMES		PHONE NO. 970-409-0895	
CUSTOMER CONTACT: CUTLER HIMES		EMAIL ccutlerh@townoffrisco.com	
PRODUCT SUPPORT CUTLER HIMES		PHONE NO. 970-409-0895	
INDUSTRY CODE:		PRINCIPAL WORK CODE:	
Ownership Customer # 35117	Invoice Customer # 35117	Sales Tax Exemption # (if applicable) 98-04395	Customer PO Number
		Ship Via Aurora	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☒ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ CSC ☐ LEASE ☐			
CASH WITH ORDER \$0.00 BALANCE TO FINANCE 0.00 CONTRACT INTEREST RATE 0.00 NOTES:			
PAYMENT PERIOD PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT			
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 930	YEAR: TBA
STOCK NUMBER: TBA		SERIAL NUMBER: TBA	SMU: TBA
		NEW ☒ USED ☐	
930 14A WHEEL LOADER		MIRRORS, HEAT,ELEC ADJ, MULTI	MIRROR, INTERNAL 2X REAR VIEW
PREP PACK, UNITED STATES		STANDARD RADIO (12V), DUAL USB	VISOR, INTERNAL, REAR
ENVIRONMENT, STANDARD		STEERING WHEEL, STANDARD	GUARD, POWERTRAIN, LOWER
WEATHER, COLD START 120V		JOYSTICK 4V, STEERING WHEEL	GUARD, CRANKCASE
STANDARD LIFT, COUPLER READY		WINDSHIELD ACCESS STEPS	GUARD, DRIVESHAFT
DIFFERENTIAL,LIMITED SLIP REAR		PRODUCT LINK, CELLULAR PLE643	GUARD, STEERING CYLINDER
HYDRAULICS, 4V		TIRES,20.5R25 MA MS202*L2 SNOW	QUICK COUPLER,FUSION,EXT DUTY
LINES, AUX 3RD, STD LIFT		FENDERS, FULL COVER	BUCKET-GP, 3.5 YD3, FUS, BOCE
JUMPER LINES, AUX 3RD, FUSION		CTWT, HEAVY, 2668LBS, 5PCS	CERTIFICATE OF ORIGIN, ENGL
HYDRAULICS, STANDARD		BACKUP ALARM, STD	LIGHTS, AUX, HALOGEN
LIGHTS, ROADING, LED, RH		HYDRAULIC OIL, STANDARD	CAMERA, REAR VIEW
CAB, STANDARD		RIDE CONTROL	CAMERAS, MULTI VIEW
AIR CONDITIONING, R134A REF		HOLDER,CELL PHONE	DETECTION, OBJECT (RADAR)
PUSH START, PASSCODE SECURITY		BEACON, WARNING, STROBE, AMBER	12' MDP MULTI DIRECTIONAL FOLDING VPLOW WITH FUSION MOUNTS
SEAT, PREMIUM, TILT AND TELE		LIGHTS,WARN, WHITE REV STROBE	7 YEAR EXTENDED WARRANTY
TRADE-IN EQUIPMENT			
MODEL: 930-M - CATERPILLAR(AA)	YEAR: 2019	SN.: KTG05304	SELL PRICE \$315,067.99
PAYOUT TO:	AMOUNT:	PAID BY: Customer	PREVENTIVE MAINTENANCE \$814.61
MODEL:	YEAR:	SN.:	LESS GROSS TRADE ALLOWANCE (\$116,500.00)
PAYOUT TO:	AMOUNT:	PAID BY:	SUBTOTAL \$199,382.59
MODEL:	YEAR:	SN.:	MACHINE DELIVERY \$1,000.00
PAYOUT TO:	AMOUNT:	PAID BY:	TOTAL \$200,382.59
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE		INITIAL	☐ USED EQUIPMENT COVERAGE
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 930-84 MO/6000 HR PREMIER		All used equipment is sold <u>as is</u> , with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal. Warranty applicable:	
☐ ALLIED WARRANTY & COVERAGE		SIGNATURE	
Preventative Maintenance: BCP National Campaign - 2 Year/1000 Hour Parts Only PM Kit			
NOTES:			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.

PURCHASER

ORDER RECEIVED BY

Heiman, Robert

DATE APPROVED AND ACCEPTED ON

REPRESENTATIVE

TOWN OF FRISCO

BY

7/22/26

Cutler Himes

Fleet Supervisor

TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.

2. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT: This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

3. TIME OF DELIVERY and SHIPPING: Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.

5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.

6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

9. CANCELLATION/TERMINATION: This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

10. PERMISSIBLE VARIATIONS: All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

11. FORCE MAJEURE: a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

12. VENUE: Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE





STAFF REPORT

TO: MAYOR & TOWN COUNCIL
FROM: Josh Southworth, Public Works Director
**RE: Consideration and Possible Approval of Resolution 26-23: A
RESOLUTION APPROVING A REVOCABLE LICENSE AND RIGHT
OF ENTRY AGREEMENT FOR UTILITY THERMAL ENERGY
NETWORK TEST BORE (RE: TOWN HALL PROPERTY, 1 MAIN
STREET, FRISCO, COLORADO)**
DATE: August 11, 2026

Summary & Background:

Xcel Energy is advancing a Utility Thermal Energy Network (UTEN) demonstration project in Frisco. A UTEN connects multiple buildings to a shared temperate-water loop. Vertical boreholes exchange heat with the ground, horizontal piping circulates water through the network, and water-source heat pumps in participating buildings provide heating and cooling. The proposed demonstration project includes Town Hall as an anchor customer and contemplates construction of the central system in 2028, subject to regulatory approval, final design, and future agreements.

During the July 28, 2026 work session, Xcel presented its proposed test-bore location in the Town Hall parking lot near the clock tower on the Madison Avenue side of Town Hall. The test bore will allow Xcel to evaluate subsurface conditions and complete thermal conductivity testing needed to advance project design. Council provided direction supporting continued design of the project, while reserving approval of permanent facilities and long-term use of Town property and rights-of-way for later consideration.

The attached Revocable License and Right of Entry Agreement would authorize Public Service Company of Colorado and its contractors to enter a limited portion of the Town Hall property to conduct boundary surveys, archeological inspections, cultural analysis, environmental studies, soil testing and sampling, drilling of a test geothermal well up to 1,000 feet deep, and thermal conductivity testing. The license is temporary, revocable, non-exclusive, and limited to these investigative activities. It does not authorize

permanent UTEN facilities, production wells, distribution piping, vaults, mechanical equipment, or other permanent installations.

Analysis:

The agreement requires Xcel to obtain Town approval of the final test-bore location and to provide a work plan, schedule, site logistics plan, contractor and emergency contact information, insurance documentation, and required permits before mobilization. Xcel must coordinate the work with the Town, maintain safe access to Town Hall and adjoining public facilities, protect existing utilities and Town improvements, and avoid unreasonable interference with Town operations and public use. The Town Manager or designee may inspect the work and require reasonable changes to access, staging, safety measures, work hours, noise controls, or restoration.

The legal-reviewed agreement clarifies that the Town owns only the surface estate of the licensed area and places responsibility on Xcel to determine that the test-bore activities may lawfully be undertaken based on the Town's surface ownership. Xcel must provide the Town with an as-built record showing the final location, depth, and dimensions of the test geothermal well, together with records of the environmental, soil, sampling, and thermal-conductivity data obtained through the work. Unless the Town approves a separate written agreement allowing the test bore to remain, Xcel must properly close, seal, and abandon it in accordance with applicable law. Any continued monitoring, retention, use, or incorporation of the test bore into the future UTEN system will require a separate written agreement approved by the Town.

The agreement places responsibility on Xcel for public safety, utility protection, permits, environmental compliance, spill and incident response, cleanup, repair, and restoration. Xcel must repair damage caused by the work and restore affected areas to as near their prior condition as reasonably practicable, subject to Town inspection and approval. The Town may immediately suspend work presenting an imminent threat, may terminate for default, and either party may terminate the agreement upon thirty days' written notice. Indemnification, insurance, governmental-immunity, and cost-recovery provisions provide additional protection to the Town.

The attached agreement reflects legal review and is substantively ready for Council consideration. Before execution, staff will need to insert the final approved Exhibit A depicting the licensed area, test-bore location, access, staging, and restoration limits, and incorporate any remaining minor, nonmaterial clean-up approved by the Town Attorney and Town Manager.

Financial Impact:

Xcel Energy will be responsible for all costs associated with the test-bore activities, including design, contractors, permits, water use, drilling, testing, traffic and site control, insurance, cleanup, damage repair, closure or approved retention of the test bore, and surface restoration. No Town capital contribution is requested. Town impacts will consist primarily of staff coordination, legal review, permitting, inspection, and temporary operational impacts at the Town Hall parking lot.

Alignment with Strategic Plan:

This action supports the Quality Core Services and Sustainable Environment priorities by allowing the Town to evaluate innovative energy infrastructure while retaining control over Town property, protecting municipal operations and public access, and requiring Xcel to assume responsibility for project costs, testing records, damage repair, and restoration.

Sustainability:

The test bore will provide site-specific information needed to evaluate the feasibility and design of the proposed closed-loop thermal energy network. A future UTEN may reduce on-site fossil-fuel combustion and improve heating and cooling efficiency for participating buildings. Approval of this agreement authorizes only investigative work and does not commit the Town to construction of or participation in the permanent system.

Staff Recommendation:

Staff recommends approval of Resolution 26-23, authorizing the Mayor and Town Clerk to execute the Revocable License and Right of Entry Agreement with Public Service Company of Colorado for Utility Thermal Energy Network test-bore activities at the Town Hall property, substantially in the form attached and subject to insertion of the final approved Exhibit A and any minor, nonmaterial revisions approved by the Town Attorney and Town Manager.

Reviews and Approvals:

- Thad Renaud, Town Attorney
- Diane McBride, Assistant Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Resolution 26-23
- Attachment 2 – Revocable License and Right of Entry Agreement for UTEN Test Bore

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 26-23**

A RESOLUTION APPROVING A REVOCABLE LICENSE AND RIGHT OF ENTRY AGREEMENT FOR UTILITY THERMAL ENERGY NETWORK TEST BORE (RE: TOWN HALL PROPERTY, 1 MAIN STREET, FRISCO, COLORADO)

WHEREAS, Xcel Energy is advancing a Utility Thermal Energy Network demonstration project in Frisco, and the Town Council has supported continued investigation of the project while reserving approval of permanent facilities and long-term use of Town property and rights-of-way for later consideration; and

WHEREAS, Public Service Company of Colorado seeks temporary access to a limited portion of the Town Hall property to conduct surveys, environmental and cultural review, soil testing and sampling, drilling of a test geothermal well up to 1,000 feet deep, and thermal conductivity testing; and

WHEREAS, the proposed Revocable License and Right of Entry Agreement grants a temporary, revocable, and non-exclusive right of entry at Xcel's sole cost and expense, requires protection and restoration of Town property, and does not authorize permanent UTEN facilities or long-term use of the test bore or Town property;

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

The Mayor and Town Clerk are hereby authorized to execute the attached Revocable License and Right of Entry Agreement with Public Service Company of Colorado for Utility Thermal Energy Network test-bore activities at the Town Hall property, substantially in the form attached, subject to insertion of the final approved Exhibit A and any minor, nonmaterial revisions approved by the Town Attorney and Town Manager.

Approval of this Resolution does not authorize construction or operation of permanent UTEN facilities or any continued monitoring, retention, use, or conversion of the test geothermal well or Town property after completion of the authorized activities; any such use shall require a separate written agreement and further Town approval.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 11TH DAY OF AUGUST, 2026.

TOWN OF FRISCO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, CMC, CERA, Town Clerk