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TheVillage@GreenwoodVillage.com at least one business day prior to the meeting.



Monday, April 6, 2026

7:00 PM

Council Chambers

REGULAR MEETING - 7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE (JOHNSTON)

4. APPROVAL OF MINUTES (MEZGER)

- A. March 2, 2026 Minutes (2026-25)

5. PRESENTATION/PROCLAMATION

- A. Resolution No. 11-26: A Resolution Recognizing and Commending Susan Calonge for the Years of Service to the Greenwood Village Board of Adjustments and Appeals (Schneiderman) (2026-24)
- B. Arbor Day Proclamation: Tree City USA Presentation (Valerie Martinez - Colorado State Forest Service, Urban and Community Forestry Specialist) (2026-75)

6. PUBLIC COMMENT

Limited to 3 minutes per person, 15 minutes total time. If City Council meetings are to be conducted via remote participation, public comment is limited to written comments emailed to cityclerk@greenwoodvillage.com by 5:00 p.m. the day of the meeting.

7. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 4-26: First Reading: An Ordinance Adopting a First Amended Budget and Providing for the Supplemental Appropriation of Money for the Various Funds, Departments, Offices and Agencies of the City of Greenwood Village, Colorado for the 2026 Fiscal Year (Barnacle) (2026-74)

- B. Resolution No. 13-26: A Resolution Regarding the Colorado Wildfire Resiliency Code (Schneiderman) (2026-86)
- C. Resolution No. 14-26: A Resolution Appointing Nora Hamilton to the Youth At-Large Position of the Greenwood Village Parks, Trails, and Recreation Commission and Establishing an Expiration Date of Her Term (Wiesner) (2026-87)
- D. Resolution No. 15-26: A Resolution Consenting to Participation by the Arapahoe County E911 Authority Board in the Colorado Intergovernmental Risk Sharing Agency (CIRSA) (Stahl) (2026-97)

8. NEW BUSINESS

- A. Motion to Authorize the Mayor to Execute a License Agreement with Arapahoe County for Benches on the High Line Canal (Wiesner) (2026-83)

9. REPORTS OF OFFICERS/BOARDS/COMMITTEES

- A. CITY COUNCIL
- B. MAYOR
- C. STAFF
- D. CITY MANAGER

10. COMMUNICATIONS

11. ADJOURNMENT



City of Greenwood Village

Minutes – Final City Council

6060 South Quebec Street
Greenwood Village, CO
80111

Hearing-impaired apparatus available

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Monday, March 2, 2026

7:00 PM

Council Chambers

REGULAR MEETING- 7:00 PM

1. CALL TO ORDER

The City Council of the City of Greenwood Village met in a regular session in the Council Chambers at Greenwood Village City Hall, 6060 South Quebec Street, Greenwood Village, County of Arapahoe, State of Colorado, at 7:09 PM, following a Study Session in which Denver South provided an update to Council.

2. ROLL CALL

Present: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

Absent: 0 - None

Presiding: 1 - George E. Lantz

3. PLEDGE OF ALLEGIANCE (DOYLE)

Hudson Stokes from Scout Troop 457 led the Pledge of Allegiance.

4. APPROVAL OF MINUTES (BARNACLE)

A. February 2, 2026 Minutes (2025-377)

A motion was made by Mayor Pro Tem Libby Barnacle, seconded by Councilmember Paul Wiesner; to approve the February 2, 2026 minutes as submitted. The motion was carried by unanimous voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

5. PUBLIC COMMENT

Limited to 3 minutes per person, 15 minutes total time. If City Council meetings are to be conducted via remote participation, public comment is limited to written comments emailed to cityclerk@greenwoodvillage.com by 5:00 p.m. the day of the meeting.

There was no public comment.

6. CONSENT (MEZGER)

All matters listed under consent are to be considered routine and will be enacted by one motion and vote. The titles will not be read aloud. There will be no separate discussion of these items unless a Councilmember so requests.

A motion was made by Councilmember Katrin Mezger, seconded by Councilmember Donna Johnston; to adopt the consent agenda. She waived reading in full of the Ordinances on second reading and moved to publish them by title on the City's website. The motion was carried by majority voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

- A. Ordinance No. 2-26: Second Reading: An Ordinance to Amend Section 11-5-70 of the Greenwood Village Municipal Code to Prohibit Class 3 Electrical Assisted Bicycles and Electric Motorcycles on Trails, Paths, and Sidewalks (2025-376)

This Ordinance was adopted.

- B. Ordinance No. 3-26: Second Reading: An Ordinance Amending Greenwood Village Municipal Code Section 2-11-30 Regarding Vacancies on the City Employee and Commissioned Officers Retirement Board ("Retirement Board") (2026-26)

This Ordinance was adopted.

7. NEW BUSINESS

- A. Motion to Authorize the Mayor to Execute a License Agreement with Arapahoe County for the Installation of Irrigation on the High Line Canal (Wiesner) (2026-47)

Director of Parks, Trails, and Recreation Suzanne Moore explained that the agreement would allow the City to install irrigation along the High Line Canal on County-owned property. She noted the agreement covers irrigation from Belleview Ave to Orchard Rd and would be fed by the Majorie Perry Nature Preserve well.

Councilmember Doyle asked if additional trees would be planted. Director Moore noted there is additional capacity on the canal.

Councilmember Doyle asked for clarification regarding the winter watering schedule. Director Moore stated the trees were watered by trucks through the winter. She noted that the trees may be watered by trucks, especially in dry years.

Councilmember Doyle asked for clarification regarding the recreational impact of the project. Director Moore explained that there would be little recreational impact, as the construction would take up approximately half the path.

A motion was made by Councilmember Paul Wiesner, seconded by Councilmember Ann Nelson; to authorize the Mayor to Execute a License Agreement with Arapahoe County for the Installation of Irrigation on the High Line Canal. The motion was carried by unanimous voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

- B. Motion to Authorize the Mayor to Execute a Termination of Easement Agreement and Easement Vacation between Goldsmith Metropolitan District and the City of Greenwood Village for Orchard Station Park (Schneiderman) (2026-57)

Planning Manager Derek Stertz explained that the easement was for Orchard Station Park, which was located between 5613 and 5619 on DTC Blvd. He noted a Site Development Plan (SDP) for the park was approved by Council in 2025. He stated the easement was from 1988 and needed to be vacated to allow for an SDP Amendment.

Councilmember Doyle asked for clarification on the location of the park. Planning Manager Stertz confirmed the location was close to the Orchard Station overpass. Mayor Lantz clarified there was a walking path that connects the park to the bridge.

A motion was made by Councilmember Jay Schneiderman, seconded by Mayor Pro Tem Libby Barnacle; to authorize the Mayor to Execute a Termination of Easement Agreement and Easement Vacation between Goldsmith Metropolitan District and the City of Greenwood Village for Orchard Station Park. The motion was carried by unanimous voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

8. REPORTS OF OFFICERS/BOARDS/COMMITTEES

A. CITY COUNCIL

Councilmember Nelson provided an update regarding the University Blvd firehouse cell tower and noted the project should be completed in June.

Councilmember Mezger provided an update regarding the Cherry Creek School District (CCSD) campus construction project and noted communications shared with the neighbors would be provided to the City. She stated the biggest issue would be parking, and that additional buses would be provided. She noted additional parking would be available at the Hope Methodist Church and that

additional parking areas were being considered at Dayton Station and on one of the soccer fields. She noted the tennis courts would be relocated to Belleview field from March through August 2026.

Mayor Lantz reminded Council that as CCSD chose to permit the project through the state, the City has limited control over the project.

There was additional discussion regarding the CCSD construction project.

Councilmember Schneiderman noted there would be a public input meeting regarding the playground at Westlands Park on March 25.

B. MAYOR

There were no reports from the Mayor.

C. STAFF

There were no reports from staff.

D. CITY MANAGER

City Manager John Jackson provided an update regarding the City Attorney position and noted a recruitment firm has been selected and that the process could take up to 12 weeks.

Councilmember Doyle asked for an update on the development at 8081 E Orchard Rd. Community Development Director Derek Holcomb noted the developer wanted to add retail space that would front Orchard Rd. He noted a Minor Amendment to the SDP was under staff review and would be presented to the Planning and Zoning Commission on April 7. He noted Council approval was not needed for a Minor Amendment.

There was additional discussion regarding demolition dates and groundbreaking activities.

Director Holcomb provided an update for the Village at Landmark development at the request of Councilmember Doyle regarding groundbreaking activities and permitting status.

9. COMMUNICATIONS

There were no communications.

10. EXECUTIVE SESSION

- A. Motion to Hold an Executive Session to Receive Legal Advice on Specific Legal Questions, Pursuant to C.R.S. §24-6-402(4)(b) Regarding Case No. 1:24-cv-02135

A motion was made by Councilmember Ann Nelson, seconded by Councilmember Donna Johnston; to hold an Executive Session to Receive Legal Advice on Specific Legal Questions, Pursuant to C.R.S. §24-6-402(4)(b) Regarding Case No. 1:24-cv-02135. The motion was carried by unanimous voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

City Council recessed into executive session at 7:37 PM.

City Council reconvened into regular session at 9:50 PM.

A motion was made by Councilmember Paul Wiesner, seconded by Councilmember Ann Nelson; to reconvene the Regular Meeting. The motion was carried by unanimous voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

11. ADJOURNMENT

A motion was made by Councilmember Paul Wiesner, seconded by Councilmember Donna Johnston; to adjourn. The motion was carried by unanimous voice vote.

Yes: 8 - Libby Barnacle, Jay Schneiderman, Katrin Mezger, Paul Wiesner, Donna Johnston, Thomas Stahl, Bob Doyle, Ann Nelson

No: 0 - None

Recused: 0 - None

There being no further business, the meeting was adjourned at 9:51 PM.

George E. Lantz
Mayor

Attest:

Susan M. Ortiz, MMC
City Clerk



Resolution No. 11

Series of 2026

Introduced by: Mayor and City Councilmembers

**A Resolution Recognizing and Commending Susan Calonge
for Her Years of Service to the City of Greenwood Village
Board of Adjustments and Appeals**

Whereas, Susan has shown perseverance, expertise, guidance, and dedication for eight years to the citizens of Greenwood Village while serving on the Greenwood Village Board of Adjustments and Appeals from April 2018 to April 2026; and

Whereas, Susan's commitment to preserving the intent of the Land Development Code has contributed to the overall perception of the residential areas of the Village; and

Whereas, Susan's moderation of the Board of Adjustments and Appeals meetings during her tenure as Chair provided both direction and compromise, and conscious cooperation on many Variance cases; and

Whereas, Susan has protected the spirit and character of each Village neighborhood with extraordinary consideration for the preservation of trees and tree canopies; and

Whereas, Susan leaves behind a legacy that will be recognized by Greenwood Village and the surrounding communities.

Now, therefore, be it resolved by the City Council of the City of Greenwood Village, Colorado, that:

The Mayor and City Council of the City of Greenwood Village sincerely thank and recognize Susan Calogne for the long commitment, hard work, and devotion she has provided to the citizens of Greenwood Village to support the development of the Village through her volunteerism on the Board of Adjustments and Appeals.

Introduced and approved this 6th day of April, 2026.

George Lantz, Mayor

ATTEST:

Susan M. Ortiz, MMC
City Clerk

Proclamation

Arbor Day April 17, 2026

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and Arbor Day is now observed throughout the nation and the world; and

Whereas, the positive impacts of trees are expansive, from fostering biodiversity and protecting topsoil to moderating temperatures and purifying the air; and

Whereas, trees provide a wide array of renewable products, including paper, lumber, fuel, and numerous other wood-based materials; and

Whereas, trees in our City positively effects our community by brightening our surroundings, increasing property values, and promoting economic growth of business areas; and

Whereas, trees, everywhere they grow, are a source of renewal, wonder, and prosperity;

Whereas, the City of Greenwood Village has been awarded Tree City USA 2025.

Now therefore, I, George E. Lantz, Mayor of the City of Greenwood Village, do hereby proclaim the 17th day of April, 2026 as:

Arbor Day

in the City of Greenwood Village and urge all residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Greenwood Village, the 6th day of April, 2026

George E. Lantz, Mayor

File # 2026-74

Agenda
Date: 4/6/2026

Ordinance No. 4-26: First Reading: An Ordinance Adopting a First Amended Budget and Providing for the Supplemental Appropriation of Money for the Various Funds, Departments, Offices and Agencies of the City of Greenwood Village, Colorado for the 2026 Fiscal Year (Barnacle)

To: Honorable Mayor and City Council
Through: John Jackson, City Manager
Shawn Cordsen, Deputy City Manager
From: Lavern Boothroyd, Controller

Executive Summary

Per Section 11.09 of the Municipal Charter, if, during the fiscal year, the City Manager certifies that there are funds or revenues available for appropriation over those estimated in the budget, the Council may appropriate part or all the excess by ordinance.

Recommendation

Staff recommends approval of the enclosed ordinance as presented.

Attachments

1. Ordinance 04-26
2. Exhibit A

Discussion

Staff requests the following amendments to the 2026 Annual Operating & Capital Improvement Budget:

The following budget amendment item represents a new funding request:

1. The Police Department is requesting a supplemental appropriation in the amount of \$19,218 to replace obsolete fingerprinting equipment that is no longer operational. While a temporary workaround has been approved by the Colorado Bureau of Investigation, replacement of the equipment is necessary to ensure continued compliance with Criminal Justice Information Services (CJIS) standards.

“Carryover” is the process by which unspent funds remaining at the end of the prior year may be carried forward to the current year to complete the tasks and/or projects for which they were originally intended.

2. The Parks, Trails & Recreation Department is requesting the carryover of unspent funding in the amount of \$37,423 related to the purchase of a replacement ball-field prep unit used to maintain the eight infields at Village Greens Park and Curtis Park. Although ordered in 2025, the unit could not be delivered until the current year.

3. As a result of ongoing supply chain issues, the Public Works Department is requesting the carryover of unspent funding in the amount of \$483,239 related to the purchase of six vehicles. While all the vehicles were delivered in 2025, the buildout process will not be completed on the vehicles until 2026. Two of the vehicles are plow trucks that total \$322,655 to complete the buildout. The requested amount is needed to place the vehicles/equipment into service.

In accordance with Section 11.10 of the City Charter, appropriations for capital expenditures shall continue in force until expended, revised, abandoned, or repealed. Additional details regarding the carryover of individual capital improvement projects and their status may be found in Exhibit A (attached).

4. As of the 2025 fiscal year-end, total unspent appropriations were \$19,153,350. Of this amount, \$2,407,869 has been determined to be surplus from completed projects and will be retained in fund balance for future allocation. The remaining \$16,745,481 relates to active projects and will be carried forward into fiscal year 2026. In addition, \$3,012,523 in uncollected revenues (i.e., grant, intergovernmental agreements, etc.) tied to these ongoing projects will also continue into the next fiscal year.

A Bill for an Ordinance

Ordinance No. 04

Series of 2026

Introduced by: Councilmember/Mayor Pro Tem (Barnacle)

An Ordinance adopting a First Amended Budget and providing for the supplemental appropriation of money for the various funds, departments, offices, and agencies of the City of Greenwood Village, Colorado, for the 2026 fiscal year

Whereas, on November 3, 2025, the City Council adopted Ordinance No. 09, Series of 2025, which adopted a budget and appropriated money to the various funds, departments, offices, and agencies for the 2026 fiscal year; and;

Whereas, section 11.09 of the City Charter authorizes the City Council by Ordinance to make additional appropriations for unanticipated expenditures required of the City; and

Whereas, the additional expenditures are unanticipated and are essential and necessary for public purposes; and

Whereas, the additional appropriations for said operating expenditures do not exceed the amount by which actual and anticipated revenues for the 2026 fiscal year will exceed revenues as estimated in the budget.

Now, therefore, the City Council of the City of Greenwood Village, Colorado, ordains:

Section 1. The monies described in the amended budget for the City of Greenwood Village, Colorado, for the 2026 fiscal year, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, are hereby adopted, and appropriated for the funds and for the specific purposes set forth in said budget.

Section 2. The amended budget and appropriations, as hereby accepted and adopted, are to be made public record in the office of the City Clerk and is to be open for public inspection during regular business hours. Sufficient copies of this ordinance shall be available for use by the City Council and the public.

Introduced and approved on first reading on the 6th day of April, 2026, and ordered published.

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC, City Clerk

**Introduced and approved on second reading on the 4th day of May,
2026, and ordered published.**

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC, City Clerk

Effective: May 13, 2026

Exhibit A

General Fund Summary

	2026 Adopted Budget	Previously Adopted Amendments	Proposed Amendments	2026 Amended Budget
Revenue:				
Taxes & Assessments	\$ 52,815,000	\$ -	\$ -	\$ 52,815,000
Intergovernmental	1,260,400	-	-	1,260,400
Licenses & Permits	1,402,000	-	-	1,402,000
Charges & Fees	3,175,000	-	-	3,175,000
Fines & Forfeitures	1,500,000	-	-	1,500,000
Investment Earnings	1,550,000	-	-	1,550,000
Miscellaneous Revenue	183,500	-	-	183,500
Total Revenue	61,885,900	-	-	61,885,900
Expenditures:				
Personnel	35,175,383	-	-	35,175,383
Purchased Services	10,886,901	-	-	10,886,901
Supplies/Non-Capital Equipment	4,210,344	-	19,218 1.	4,229,562
Capital Outlay	2,160,532	-	37,423 2.	2,681,194
			483,239 3.	
Debt Service	1,554,181	-	-	1,554,181
Miscellaneous Expenditures	1,054,150	-	-	1,054,150
Total Expenditures	55,041,491	-	539,880	55,581,371
Excess/(Deficiency) of Revenues Over Expenditures	6,844,409	-	(539,880)	6,304,529
Other Financing Sources/(Uses):				
Transfers In/(Out)	(6,994,409)	-	-	(6,994,409)
Sale of Capital Assets	150,000	-	-	150,000
Total Other Financing Sources/(Uses)	(6,844,409)	-	-	(6,844,409)
Net Change In Fund Balance:	-	-	(539,880)	(539,880)
Cumulative Fund Balance				
Beginning Fund Balance	51,984,507			51,984,507
Ending Fund Balance	51,984,507	-	(539,880)	51,444,627
Less Restrictions, Commitments, & Assignments:				
3% TABOR Emergency Restriction	2,103,117	-	90,376	2,193,493
Arts/Humanities Council Restriction	170,374	-	-	170,374
Scientific Cultural Facilities District Restriction	60,310	-	-	60,310
25% Operating Reserve Assignment	13,760,373	-	134,970	13,895,343
Unassigned Fund Balance	\$ 35,890,333	\$ -	\$ (765,226)	\$ 35,125,107

Exhibit A

Capital Projects Fund Summary

	2026 Adopted Budget	Previously Adopted Amendments	Proposed Amendments	2026 Amended Budget
Revenue:				
Taxes & Assessments	\$ 3,918,000	\$ -	\$ -	\$ 3,918,000
Intergovernmental	3,685,000	-	2,445,527	4. 6,130,527
Charges & Fees	-	-	15,737	4. 15,737
Investment Earnings	615,000	-	-	615,000
Miscellaneous Revenue	-	-	551,259	4. 551,259
Total Revenue	8,218,000	-	3,012,523	11,230,523
Expenditures:				
Purchased Services	1,900	-	-	1,900
Capital Outlay	16,500,000	-	16,745,481	4. 33,245,481
Total Expenditures	16,501,900	-	16,745,481	33,247,381
Excess/(Deficiency) of Revenues Over Expenditures	(8,283,900)	-	(13,732,958)	(22,016,858)
Other Financing Sources/(Uses):				
Transfers In/(Out)	6,994,409	-	-	6,994,409
Total Other Financing Sources/(Uses)	6,994,409	-	-	6,994,409
Net Change In Fund Balance:	(1,289,491)	-	(13,732,958)	(15,022,449)
Cumulative Fund Balance				
Beginning Fund Balance	7,534,948	-	15,906,511	23,441,459
Ending Fund Balance	6,245,457	-	2,173,553	8,419,010
Less Restrictions, Commitments, & Assignments:				
Open Space Tax Restriction	32,055	-	-	32,055
Lottery Proceeds Restriction	25,657	-	-	25,657
Stadium Tax Restriction	24,390	-	-	24,390
PW Impact Fee Restriction	345,960	-	-	345,960
Capital Project Commitment	1,626,061	-	2,173,553	3,799,614
Open Space Acquisition Assignment	4,191,334	-	-	4,191,334
Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -

Exhibit A

Capital Improvement Program

	2026 Adopted Budget	Previously Adopted Amendments	Proposed Amendments	2026 Amended Budget
Building Projects:				
City Hall Elevator Upgrade	-	-	160,000	160,000
Total Building Projects	-	-	160,000	160,000
Streets and Transportation Projects:				
Bellevue Corridor Improvements EA	-	-	9,101	9,101
Bellevue Corridor Improvements EA	-	-	9,101	9,101
Bellevue/Fairfax Accel Lane Study	-	-	2,552,942	2,552,942
Orchard/DTC/Yosemite Turn Lanes	10,000	-	-	10,000
Orchard/DTC/Yosemite Turn Lanes	90,000	-	-	90,000
Bellevue/Ulster Traffic Signal	-	-	17,406	17,406
Bellevue/Ulster Traffic Signal	-	-	156,605	156,605
Bellevue/DTC Traffic Signal	-	-	54,833	54,833
Bellevue/DTC Traffic Signal	-	-	522,843	522,843
Bellevue/Dayton Intersection	-	-	794,131	794,131
Orchard/Quebec Turn Lane	-	-	653,678	653,678
Orchard/Quebec Turn Lane	-	-	642,131	642,131
Orchard/Quebec Turn Lane	-	-	15,737	15,737
Bridge Rail Replacement Project	-	-	173,108	173,108
Bellevue Franklin Signal	-	-	46,000	46,000
Dayton Street Traffic Calming Study	150,000	-	47,933	197,933
Orchard/Dayton Signal Replacement	300,000	-	-	300,000
DTC/Prentice Signal Replacement	550,000	-	-	550,000
Boston/Peakview Signal Replacement	300,000	-	-	300,000
Yosemite Bridge Rail and Fencing	150,000	-	-	150,000
Orchard at Greenwood Gulch Bridge	250,000	-	-	250,000
Orchard Road Trail Reconstruction	100,000	-	-	100,000
Pavement Rehabilitation Program	3,200,000	-	-	3,200,000
Trail Rehabilitation Program	305,000	-	295,000	600,000
Concrete Replacement Program	1,600,000	-	411,075	2,011,075
Concrete Replacement Program	-	-	551,259	551,259
Pavement Preservation Program	1,200,000	-	-	1,200,000
Total Streets and Transportation Projects	8,205,000	-	6,952,883	15,157,883
Drainage Projects:				
Brookside at Bellevue Drainage	250,000	-	42,371	292,371
Greenwood Hills Drainage	400,000	-	75,000	475,000
Cattail Park Storm Drain Improvement	75,000	-	-	75,000
Total Drainage Projects	725,000	-	117,371	842,371

Exhibit A

Capital Improvement Program

	2026 Adopted Budget	Previously Adopted Amendments	Proposed Amendments	2026 Amended Budget
Recreation Projects:				
Goldsmith Gulch - Huntington	-	-	4,416	4,416
Huntington Caley Master Plan Final	-	-	12,653	12,653
High Line Canal Trail Signage	-	-	35,970	35,970
High Line Canal Trail Signage	-	-	35,970	35,970
Orchard Streetscape Colorado/Holly	-	-	5,671	5,671
Village Greens North Park Phase V	-	-	29,119	29,119
High Line Canal Tree Planting	-	-	73,250	73,250
Autumn Hills Trail Corridor	-	-	3,265	3,265
Orchard Hills Park Viewing Deck	-	-	5,619	5,619
Village Greens Pump Track	-	-	68,069	68,069
Village Greens Pump Track	-	-	207,806	207,806
Village Greens Pump Track	-	-	39,596	39,596
RTD Parking Lot Landscaping	-	-	5,907	5,907
Water Rights Augmentation	-	-	419	419
Marjorie Perry Nature Preserve Well	-	-	811,929	811,929
Marjorie Perry Nature Preserve Well	-	-	50,115	50,115
Marjorie Perry Nature Preserve Well	-	-	127,552	127,552
High Line Canal Irrigation System	500,000	-	447,950	947,950
High Line Canal Irrigation System	-	-	147,950	147,950
High Line Canal Irrigation System	450,000	-	-	450,000
High Line Canal Irrigation System	-	-	300,000	300,000
Carson Park Improvements	-	-	28,052	28,052
Carson Park Improvements	400,000	-	97,871	497,871
Carson Park Improvements	-	-	119,399	119,399
Carson Park Improvements	600,000	-	511,488	1,111,488
Chenango Streetscape	-	-	46,088	46,088
Curtis Center Back Patio Drainage	-	-	3,870	3,870
Westlands Water Feature Updates	-	-	800,000	800,000
Westlands Water Feature Updates	-	-	511,854	511,854
Westlands 2-5 Playground Equipment	-	-	300,000	300,000
Greenwood Pines Park	-	-	340,420	340,420
Progress Avenue Trail Connection	-	-	28,350	28,350
Arapahoe Station Pickleball	350,000	-	-	350,000
Arapahoe Station Pickleball	600,000	-	-	600,000
Arapahoe Station Pickleball	300,000	-	27,497	327,497
Arapahoe Station Pickleball	600,000	-	-	600,000
Yosemite Street Trail Drainage	-	-	44,934	44,934
East Bellevue Trail Corridor	-	-	89,060	89,060
Westlands 2-12 Playground Equipment	300,000	-	-	300,000
Westlands 2-12 Playground Equipment	300,000	-	-	300,000
Cherry Creek Village South Trail Irrigation	120,000	-	-	120,000
City Hall Back Patio Repaving	100,000	-	-	100,000
Clarkson St and Littleton Blvd	150,000	-	-	150,000
MPNP Pond 1 Spillway Repair	50,000	-	-	50,000
MPNP Pond 1 Spillway Repair	50,000	-	-	50,000
Orchard Hills Bridge Abutments	200,000	-	-	200,000
Sundance Hills Streetscape Improvement	100,000	-	-	100,000
Total Recreation Projects	5,170,000	-	5,362,108	10,532,108
Miscellaneous Projects:				
Noise Wall Rehabilitation Project	1,100,000	-	125,000	1,225,000
Fiber Backbone	1,000,000	-	1,499,950	2,499,950
Brookside Noise Wall Reconstruction	-	-	1,086,701	1,086,701
Cherry Crest Entrance Lights	-	-	41,467	41,467
I-25 Retaining Wall Capstone	-	-	300,000	300,000
ITS Network Upgrades	300,000	-	100,000	400,000
Village Greens Park Undergrounding	-	-	1,000,000	1,000,000
Total Miscellaneous Projects	2,400,000	-	4,153,118	6,553,118
\$ 16,500,000	\$	-	\$ 16,745,481	\$ 33,245,481

File # 2026-86

Agenda Date: 4/6/2026

Resolution No. 13-26: A Resolution Regarding the Colorado Wildfire Resiliency Code (Schneiderman)

To: Honorable Mayor and City Council
Through: John Jackson, City Manager
Shawn Cordsen, Deputy City Manager
From: Derek Holcomb, Community Development Director

Executive Summary:

On February 2, 2026, Staff provided to City Council an overview of new building code regulations approved by the State of Colorado, known as the 2025 Colorado Wildfire Resiliency Code (CWRC). At the conclusion of the Study Session, Council gave direction to staff to prepare a Resolution documenting the position and reasoning of the City of Greenwood Village to not adopt the CWRC at this time.

Recommendation:

Staff recommends approval of Resolution 13-26.

Attachments:

1. Reso 13-26 re Colorado Wildfire Resiliency Code
2. 2.2.26 Study Session Packet Materials CWRC

Discussion

The CWRC is a Colorado-specific version of the 2024 International Wildland-Urban Interface Code (IWUIC) from the International Code Council (ICC), which, when paired with a State-created map of affected properties, creates a new set of building code requirements for properties deemed to be at an increased risk for impacts due to wildfires. Although only 41 properties in Greenwood Village are currently designated as at increased risk on the State Map, staff analysis—conducted in coordination with South Metro Fire Rescue—has identified significant inconsistencies and errors that do not support adoption of the CWRC and the State Map at this time. The full background and context of the CWRC can be found in Attachment 2, the Staff Report and supporting materials from the February 2, 2026 Study Session.

Introduced By: Councilmember Schneiderman

A Resolution Regarding the Colorado Wildfire Resiliency Code

Whereas, the Colorado Wildfire Resiliency Code (CWRC) is a statewide model code intended to establish wildfire construction and mitigation standards for properties identified by the state as being located within the Wildland Urban Interface (WUI); and

Whereas, the State of Colorado's WRC Board adopted a statewide map that identified 41 Greenwood Village properties or portions thereof as being within the WUI; and

Whereas, state law requires that jurisdictions with properties included in the WUI adopt and enforce the CWRC, but also provides for local verification through a groundtruthing process established in the CWRC that allows a local jurisdiction to verify whether algorithmically mapped wildfire hazard areas actually reflect existing, site-specific conditions; and

Whereas, the City's Planning Division, Building Division, and GIS staff, in coordination with and review by South Metro Fire Rescue Authority, evaluated the 41 properties and portions thereof identified by the State as being within the WUI and found that the State's fire intensity classification of the properties identified on the state map does not accurately reflect existing wildfire hazard conditions in Greenwood Village; and

Whereas, because the Greenwood Village properties were included in the WUI by the state do not accurately reflect existing wildfire hazard conditions in Greenwood Village, the City Council does not wish to adopt the CWRC to be enforced against any of the properties identified in the State's WRC map.

Now, therefore, be it resolved by the City Council of the City of Greenwood Village:

1. The City of Greenwood Village is not going to adopt the Colorado Wildfire Resilience Code at this time.

2. The City Manager is directed to continue to coordinate closely with South Metro Fire Rescue Authority on wildfire preparedness, emergency response, and mitigation strategies appropriate to actual local risk and revisit adopting the CWRC if conditions change.

Introduced and approved this 6th day of April, 2026.

George E. Lantz, Mayor

Attest:

Susan M. Ortiz, MMC
City Clerk

Memorandum

Date: January 12, 2026
To: City Council
Through: John Jackson, City Manager
Shawn Cordsen, Deputy City Manager
Tonya Haas Davidson, City Attorney
From: Derek Holcomb, Community Development Director
Subject: 2025 Colorado Wildfire Resiliency Code and Required Actions

Summary:

The purpose of the Study Session is to provide City Council an overview of new building code regulations approved by the State of Colorado, known as the 2025 Colorado Wildfire Resiliency Code (CWRC), and the required actions that must be taken by Greenwood Village and other municipalities by April 1, 2026, according to the State. The 2025 CWRC is essentially a Colorado-specific version of the 2024 International Wildland-Urban Interface Code (IWUIC) from the International Code Council (ICC), which when paired with a State-created map of affected properties creates a new set of building code requirements for a handful of properties in Greenwood Village.

Background:

In 2023, Senate Bill SB 23-166 was signed by the Governor requiring a Wildfire Resiliency Code Board to create a model code to reduce wildfire impacts so that the standards are the same throughout the state for all properties within the areas known as the Wildland-Urban Interface (WUI). The WUI is defined as that geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. The Colorado Wildfire Resiliency Code Board (the “CWRC Board”) approved the 2025 CWRC in July 2025, which used the ICC’s 2024 IWUIC as a foundational model for the Colorado-specific regulations.

The first edition of the IWUIC was made available in 2003 and has been updated every three years, though Greenwood Village has not previously adopted the IWUIC or other wildfire-related codes. Like other traditionally adopted building codes, the ICC created and regularly updates the IWUIC to mitigate the risks from wildfire to life and property, but it is up to the Authority Having Jurisdiction (AHJ) whether to adopt and enforce the code. This is the first time that Colorado cities and counties have been mandated by the State to adopt a wildfire-related building code.

While the IWUIC (and 2025 CWRC) is not universally adopted across all of Colorado, some cities and counties have chosen to adopt or incorporate portions of the IWUIC into their local building codes, typically in areas that are highly susceptible to wildfires. Areas in Colorado that have incorporated such codes (or similar regulations) include:

- Boulder / Boulder County
- Castle Rock
- Colorado Springs
- Eagle County
- Fort Collins
- Parker
- Jefferson County
- Parts of Larimer County
- Summit County

For example, following a wildfire event in 2012 Colorado Springs implemented an overlay zone that requires additional fuels management, fire protection systems, roof coverings, and other hardened structure features in certain areas. Other communities, such as Boulder County, Eagle County, and Summit County, have integrated wildfire hazard mitigation requirements into their land use regulations and building codes to specify when new construction, additions, or retrofits require additional mitigation. However, areas within the Denver metro area that are not as susceptible to wildfires have not typically adopted these regulations for new construction or renovations.

Before 2023, cities and counties in Colorado were not required by law to adopt a wildfire or WUI code, as there was no statewide mandate, consistent statewide standard or enforcement mechanism. Local governments had complete discretion to adopt, modify, or decline WUI-related codes and many jurisdictions (especially in mountain or foothill areas) voluntarily adopted versions of the IWUIC.

The change came with Senate Bill SB 23-166, signed into law in May 2023, and refined by Senate Bill SB 25-142 earlier this year. These laws created the CWRC Board under the Division of Fire Prevention & Control (DFPC), which then adopted the 2025 CWRC on July 1, 2025. According to the CWRC Board and DFPC:

- Upon adoption of the 2025 CWRC by the CWRC Board, all cities and counties with land located within the designated WUI, as mapped by DFPC, are required to adopt and enforce codes that meet or exceed the established minimum standards in the 2025 CWRC.
- Local governments have nine months after the State's adoption to enact the code locally (April 1, 2026), and another three months to begin enforcement (July 1, 2026).
- Enforcement will be mandatory, though the State will provide support for jurisdictions lacking enforcement capacity.

Properties Impacted by the 2025 CWRC State Map:

The 2025 CWRC State Map has been released, categorizing areas throughout Colorado based on a Fire Intensity Classification Scale (Class 1- Low Intensity and Class 2 – Moderate / High Intensity). This mapping framework evaluates three primary factors—

vegetation, topography, and typical weather conditions—to determine potential wildfire intensity in specific locations. It's important to note that this map focuses specifically on the projected severity of wildfires should they occur, rather than assessing the probability or risk of wildfire ignition. This distinction means the map identifies areas where fires could burn with greater intensity, not necessarily where fires are most likely to start. The identified classification of an area establishes which specific code requirements are applicable for construction and wildfire mitigation, as outlined further in the section below on the 2025 CWRC and Impacts.

In review of the 2025 CWRC State Map, there are 41 properties within Greenwood Village that are classified by the State as having all or some area within the WUI. Three properties (backing to Cherry Creek State Park on S. Kenton Way) are classified as Class 1 (Low Intensity), while 38 (primarily along Garden Ln., Steele St. and Willamette Ln.) are classified as Class 2 (Moderate Intensity).

The attached State Maps provide more detail on these impacted areas. The requirements of the 2025 CWRC apply to all properties within designated areas containing a Fire Intensity Classification as identified on the official maps. The level of hardening, defensible space, and other mitigation measures required must correspond to the applicable Fire Intensity as outlined in the 2025 CWRC.

While the 2025 CWRC states that the official wildfire hazard shall be recorded on official maps, the code allows that a jurisdiction may develop and adopt local maps designating wildfire hazard and fire intensity classifications within its jurisdictional boundaries in lieu of utilizing the official 2025 CWRC State Map. In addition, the code provides a process for owners to object to inclusion of properties within a wildfire hazard area, through an effort called “Ground Truthing”, in which the intent is to verify that mapping accurately reflects current, site-specific conditions. Should the City of Greenwood Village adopt its own local wildfire hazard maps, the Ground Truthing review process would only be necessary for those properties that have been designated as at-risk by the City and not by the 2025 State Map.

Yet to be determined are the potential insurance ramifications for those properties designated as being in a wildfire hazard area. Insurance premiums are based on the risk of loss, and properties in WUI areas could face higher premiums due to the increased likelihood of damage from wildfires. It is also possible that insurers may choose to limit or even discontinue coverage for properties in certain WUI zones, like some have already done in Colorado due to wildfire and hail storms in recent years.

H.B. 25-1182, also known as the Wildfire Risk Mitigation bill (a companion law to the 2025 CWRC), was passed in Colorado in 2025 to address the increasing risks posed by wildfires to homes and properties, especially in WUI areas. This bill includes a number of provisions aimed at reducing wildfire risk and improving community resilience and has specific implications for property insurance in Colorado. One of the most important provisions in the bill is the requirement for insurance companies to offer discounts or reduced premiums for homeowners who take steps to mitigate wildfire risk. The bill also limits insurance non-renewal for homeowners in wildfire-prone areas, particularly those

who have made good-faith efforts to mitigate the risk of wildfire damage. Insurers are prohibited from canceling or failing to renew policies solely based on a property's location in a WUI area, unless the homeowner has failed to comply with mitigation requirements or the property has experienced repeated wildfire-related damage. However, at the core of these determinations is whether or not the properties are designated as being in a wildfire hazard area, which Greenwood Village has the ability to determine through adoption of its own maps. In addition, the law requires that insurance carriers consider local designations in setting rates for a particular property.

City staff met with the Fire Marshal for South Metro Fire Rescue (SMFR) in November to discuss the impacts of the 2025 CWRC. The Fire Marshal has indicated that they would support a process to reduce the scope and impact on Greenwood Village properties from the code, given the developed nature of the City likely prevents it from serious risks that could be experienced in other areas with a different type of environment.

Analysis of the 2025 CWRC and Impacts based on CWRC State Map:

Implementation of the 2025 CWRC is expected to have very localized impacts for Greenwood Village, particularly for any new construction or major renovations within areas designated as Class 1 or Class 2 zones on the 2025 CWRC State Map. Development in these areas will appear different due to restrictions on tree planting, the requirement for rock mulch instead of flammable groundcover, and more widely spaced vegetation patterns. This may create a noticeable change in the visual character of certain properties, especially in neighborhoods where large trees and lush vegetation contribute to shade and aesthetic appeal that is common in Greenwood Village.

Similar to other wildfire codes, the 2025 CWRC includes the following topics:

- **Structure Hardening (Building Materials and Construction):**
 - Exterior design and construction of new buildings and structures, or significant modifications to existing exterior walls. Including: roof assembly and covering, eaves, vents, gutters, exterior walls, windows, non-combustible building materials, and non-combustible surfaces. Class 2 Structure Hardening requirements are more restrictive than Class 1 Structure Hardening requirements due to the higher Fire Intensity Classification and wildfire risk.
- **Site and Area Management:**
 - Tree thinning, spacing, limbing, and trimming; removal of hazardous dead plant materials; removal of large surface fuels accumulations; construction methods for retaining walls and fences within close proximity to combustible structures. Similar to Structure Hardening, Site and Area requirements are more restrictive for Class 2 areas due to the Fire Intensity Classification and increased wildfire risk.
- **Emergency Signage and Addressing:**

- Marking of roads, addresses, and fire protection equipment to identify such items and prohibit obstructions thereof. Requirements for Class 1 and Class 2 are identical for these items.

Although Greenwood Village only has 41 properties currently designated as Class 1 or Class 2 zones on the State Map, it is important to note that the code's building material requirements will increase construction costs in these areas for any qualifying construction as outlined below.

The new requirements contained in the code would only be implemented in the following situations:

- **Construction of new buildings and structures**
 - Full compliance with the code.
- **Adding 500 or more square feet to existing buildings and structures**
 - Newly added areas must be constructed in compliance with the code.
- **Replacing 25% or more of a roof covering**
 - Roof must be brought into full compliance with the code.
- **Replacing 25% or more of exterior walls**
 - Exterior walls must be brought into full compliance with the code.

To provide additional clarity to owners, the 2025 CWRC also states **the following types of projects are specifically exempted** from the requirements of the code:

- Interior alterations of existing structures.
- Additions that do not increase the footprint of a structure by more than 500 square feet.
- The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25% of the surface area of all exterior walls is affected.
- The reconstruction, replacement, alteration, or repair of the exterior roof covering of an existing building, when less than 25% of the surface area of the exterior roof covering or an attachment thereto is affected.
- Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than 25% of the exterior of the structure is affected by the alteration or repair.
- Painting, staining and similar maintenance or restorative work.
- 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.

- 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.
- Fences located more than eight feet from a habitable structure.
- Any 35-acre parcel (or larger) with only one residential structure on it that does not abut a residential or commercial area.

Per the 2025 CWRC, all buildings or conditions in existence at the time of the adoption of the 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 the code, provided that such continued use does not constitute a distinct danger to life or property.

Next Steps:

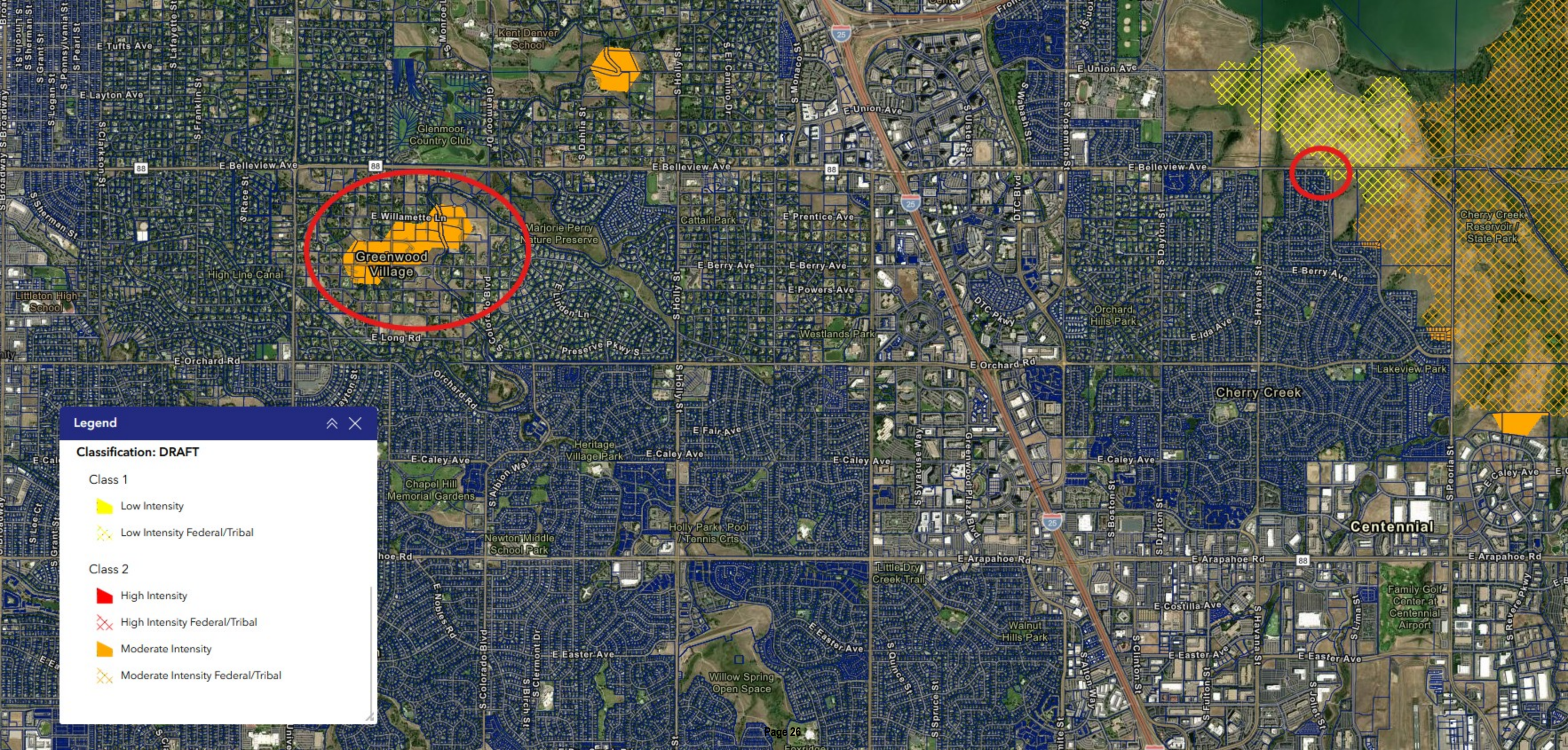
Staff is seeking Council direction on whether to move forward with a formal process to consider adoption of the 2025 CWRC and an associated Wildfire Area map. There are several options for Council to consider, including:

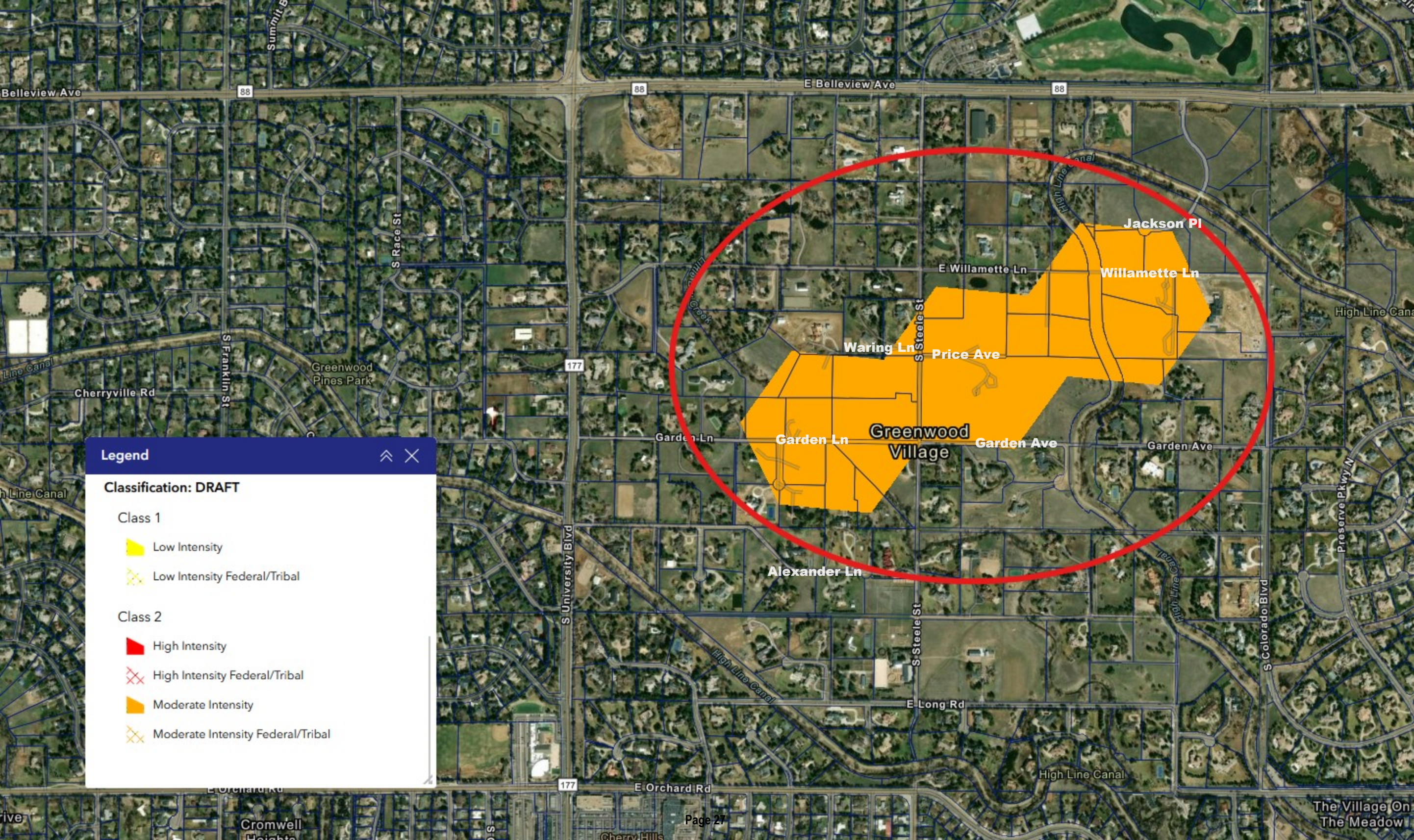
- Adopt the 2025 CWRC and the associated 2025 CWRC State Map as-is.
- Adopt the 2025 CWRC in tandem with our own Greenwood Village Wildfire Areas Map (as determined by the City) which would likely reduce the number of properties impacted by the code.
- Seek modification of the 2025 CWRC for Greenwood Village per 24-33.5-1237(3) ("A governing body may petition the Board for a modification of the code within its jurisdiction in accordance with procedures adopted by the Board pursuant to Section 24-33.5-1236(4)(b)(IV).") if we find that the requirements are too onerous for residents.
- Ignore the mandate. It is unfunded and arguably in violation of Article XX, Section 6 of the state constitution. However, this option may cause unintended insurance ramifications for residents.

Staff will proceed as directed by Council.

Attachments:

2025 Colorado Wildfire Resiliency Code
2025 State Map – Fire Hazard Areas (Overall GV)
2025 State Map – Fire Hazard Areas (West Side)
2025 State Map – Fire Hazard Areas (East Side)





Legend

Classification: DRAFT

Class 1

Low Intensity

Low Intensity Federal/Tribal

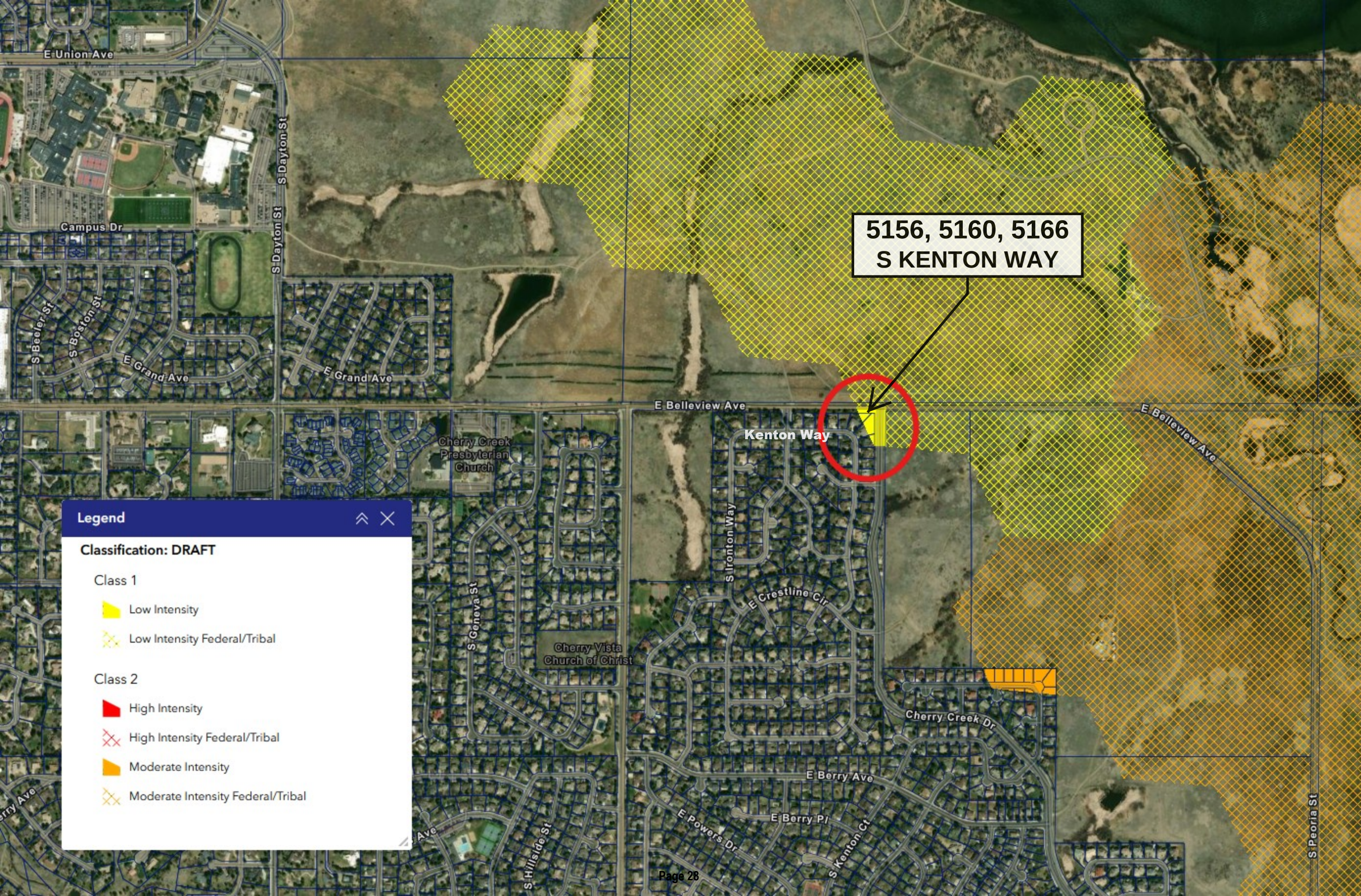
Class 2

High Intensity

High Intensity Federal/Tribal

Moderate Intensity

Moderate Intensity Federal/Tribal



5156, 5160, 5166
S KENTON WAY

Legend

Classification: DRAFT

Class 1

- Low Intensity
- Low Intensity Federal/Tribal

Class 2

- High Intensity
- High Intensity Federal/Tribal
- Moderate Intensity
- Moderate Intensity Federal/Tribal



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Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025



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CWRC Version 1.0

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Attributions

ATTRIBUTIONS

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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

SECTION 102—APPLICABILITY

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

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

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

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

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

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

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



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

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

SECTION 106—FEES

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

SECTION 107—STOP WORK ORDER

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

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

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

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



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Chapter 2 - Definitions

SECTION 201 GENERAL

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

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

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

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

SECTION 202 DEFINITIONS

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

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

APPROVED. Acceptable to the *code official*.

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

STRUCTURE. That which is built or constructed.

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

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

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

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



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.



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.

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



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*.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

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.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

File # 2026-87

Agenda
Date: 4/6/2026

Resolution No. 14-26: A Resolution Appointing Nora Hamilton to the Youth At-Large Position of the Greenwood Village Parks, Trails, and Recreation Commission and Establishing an Expiration Date of Her Term (Wiesner)

To: Honorable Mayor and City Council
Through: John Jackson, City Manager
Shawn Cordsen, Deputy City Manager
Susan Ortiz, City Clerk
From: Erin Joiner, Deputy City Clerk

Executive Summary:

Councilmembers are recommending the appointment of Nora Hamilton to the Youth At-Large position for the Greenwood Village Parks, Trails, and Recreation Commission. The appointment would be for a full term to expire on April 6, 2028.

Recommendation:

City Council discretion.

Attachments:

1. Reso 14-26 - Appoint Nora Hamilton to PTR (YaL)
2. Nora Hamilton Application PTR YaL D1_Redacted

Discussion

Introduced by: Councilmember Wiesner

A Resolution Appointing Nora Hamilton to the Youth At-Large Position of the Greenwood Village Parks, Trails, and Recreation Commission and Establishing an Expiration Date of Her Term

Be it resolved by the City Council of Greenwood Village, Colorado, that:

Nora Hamilton, be and she hereby is appointed to the Greenwood Village Parks, Trails, and Recreation Commission for the Youth At-Large position, for a term of office to expire April 6, 2028.

Introduced and approved this 6th day of April 2026.

George E. Lantz
Mayor

Attest:

Susan M. Ortiz, MMC
City Clerk

From: noreply@civicplus.com
To: [Susan Ortiz](#); [City Clerk](#)
Subject: Online Form Submittal: Boards & Commissions Application Form
Date: Saturday, January 24, 2026 5:15:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Application Form

Personal Information

Please complete the online form below.

Items marked with an asterisk (*) are required.

Title:	Miss
Name:	Nora Hamilton
Email Address:	[REDACTED]
Home Phone Number:	[REDACTED]
Business Phone Number:	[REDACTED]
Cell Phone Number	[REDACTED]
Home Address:	[REDACTED]
Business Address:	[REDACTED]
Occupation:	full time student and business owner
Residency Information	
Greenwood Village Voting District do you reside in?	1
Length of Residency in the Village (Years):	6 years
Are you currently serving on other Boards, Commissions,	No

or Committees?

If yes, which: *Field not completed.*

Select the Board, Commission, or Committee applying for: Parks, Trails and Recreation Commission

Youth At Large Positions No

Why are you interested in serving on a Board or Commission with the City of Greenwood Village and what would you like to gain from your experience: I have lived in this beautiful city along the High Line Canal for almost half of my life. I love all things outdoors, from walks with my dog to hikes and bike rides on the trails. I am eager to apply for this position because I want to serve my community while learning and helping make decisions for the environment around me. I hope to gain experience and a new perspective on what's happening in places I know and love, like the Curtis Park, Highline Canal, and Westland Park.

Summarize your related skills or qualifications: I have developed a strong and well-rounded skill set, balancing my academics and sports, with work experience. I own a part-time garden business, which requires planning, research, and hands-on problem-solving to deliver results. In addition, I have done many babysitting jobs, which have reinforced my sense of responsibility, patience, and scheduling. Together, these experiences reflect a strong work ethic and commitment to high-quality work and effort.

Field not completed.

Please attach your resume (optional)

Applications will be kept on file in the Office of the City Clerk. Information submitted in an application for appointment to any Village Board or Commission is public record and is subject to disclosure under the Colorado Open Records Act.

Email not displaying correctly? [View it in your browser.](#)

File # 2026-97

Agenda
Date: 4/6/2026

Resolution No. 15-26: A Resolution Consenting to Participation by the Arapahoe County E911 Authority Board in the Colorado Intergovernmental Risk Sharing Agency (CIRSA) (Stahl)

To: Honorable Mayor and City Council
Through: Shannon Chambers-Nelson, Assistant City Attorney
From: John Jackson, City Manager

Executive Summary:

The purpose of this resolution is to support another governmental entity's membership with the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA requires a current member agency to support a new member in joining. The City of Greenwood Village is a long-standing member of CIRSA and a Board member of the Arapahoe County e911 Authority Board. The Board governs all operational, fiscal, technical support, and legal aspects of the countywide 911 system. With advancements in technology and the expansion of systems within all operating/connected 911 Centers across Arapahoe County, changes are needed to accommodate advanced technical repairs, protect the Board and all operating equipment, and continue providing the high level of service required by this critical system with additional key personnel. There is no cost or liability to Greenwood Village associated with this support for the Arapahoe County e911 Authority Board's joining CIRSA as a member.

Recommendation:

Adopt this resolution in support of the Arapahoe County e911 Authority Board becoming a member of CIRSA.

Attachments:

1. A Resolution Consenting to Participation by the Arapahoe County E911 Authority Board in the Colorado Intergovernmental Risk Sharing Agency

Discussion

N/A

Introduced By: Councilmember Stahl

A Resolution Consenting to Participation by the Arapahoe County E911 Authority Board in the Colorado Intergovernmental Risk Sharing Agency

WHEREAS, the City of Greenwood Village is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a public entity self-insurance pool providing property/casualty coverage, workers' compensation coverage, or both, to its members; and

WHEREAS, the Arapahoe County E911 Authority Board is a public entity as said term is defined in C.R.S. Section 24-10-103(5); and

WHEREAS, the City of Greenwood Village has a current intergovernmental agreement with Arapahoe County E911 Authority Board for the provision of one or more functions, services, or facilities lawfully authorized by the City and the Arapahoe County E911 Authority Board; and

WHEREAS, the Arapahoe County E911 Authority Board has made application for membership in CIRSA;

WHEREAS, the City of Greenwood Village desires to consent to Arapahoe County E911 Authority Board's participation in CIRSA;

Now, therefore be it resolved by the City Council of the City of Greenwood Village:

1. The City of Greenwood Village hereby consents to participation by the Arapahoe County E911 Authority Board in CIRSA.
2. A copy of this Resolution shall be forwarded to the Arapahoe County E911 Authority Board and to CIRSA.

READ, PASSED, AND APPROVED THE 6th DAY OF APRIL, 2026.

George E. Lantz, Mayor

ATTEST:

Susan M. Ortiz, MMC
City Clerk

File # 2026-83

Agenda Date: 4/6/2026

Motion to Authorize the Mayor to Execute a License Agreement with Arapahoe County for Benches on the High Line Canal (Wiesner)

To: Honorable Mayor and City Council
Through: John Jackson, City Manager
Shawn Cordsen, Deputy City Manager
From: Suzanne Moore, Parks, Trails, and Recreation Director

Executive Summary:

Under an agreement with the High Line Canal Conservancy, the City of Greenwood Village controls approximately half of the bench locations along the High Line Canal within its jurisdiction. Arapahoe County owns the High Line Canal property, and thus, a License Agreement is required to install any new benches.

Recommendation:

Staff recommends that City Council authorize the Mayor to execute the License Agreement with Arapahoe County for the installation of benches on the High Line Canal.

Attachments:

1. HLC Bench Agreement with the High Line Canal Conservancy_Executed
2. 22856-25_GWV benches HLC License Agreement_Final

Discussion

There were seven benches on the High Line Canal within Greenwood Village's jurisdiction that were largely installed by South Suburban Park and Recreation District prior to Greenwood Village taking over the recreational lease with Denver Water in 2006. Through past planning efforts, a bench spacing of approximately every quarter mile along the High Line Canal trail was determined appropriate.

Denver Water, as the previous property owner, established that the High Line Canal Conservancy would be responsible for maintaining the existing benches and for installing, managing sponsorships, and maintaining new benches. However, in Greenwood Village, it was agreed upon that the City and the Conservancy would split this responsibility. Attached is the agreement identifying the terms for this arrangement. The location of the new benches was determined by staff from both organizations based on the location of existing benches and the terrain that could accommodate a bench. Thus, the spacing is approximate and not at exact quarter miles.

With ownership of the High Line Canal property transferring to Arapahoe County, a license agreement is required with them to install new benches. The license agreement being presented to City Council is for those bench locations allocated to the City. A discussion item has been added to the May 4, 2026 study session to discuss how City Council would like staff to administer these bench locations.

HIGH LINE CANAL BENCH INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 23 day of April, 2025 (the “Effective Date”) by and between **the CITY OF GREENWOOD VILLAGE**, a political subdivision of the State of Colorado, whose address is **6060 S. Quebec Street, Greenwood Village 80111** (“City”), and the **HIGH LINE CANAL CONSERVANCY**, a Colorado non-profit organization, whose address is 4010 E. Orchard Road, Centennial, Colorado 80121 (“HLCC”) (each individually, a “Party” and together referred to as the “Parties”).

WHEREAS, the Parties have determined that there is a community need to install benches along the High Line Canal trail system, as set forth in The Plan for the High Line Canal.

WHEREAS, the community has expressed a desire for consistency in benches along the High Line Canal trail system and the opportunity to commemorate loved ones through an adopt-a-bench program.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the Parties agree and covenant as follows:

Section 1. Siting. The City and the HLCC has identified bench locations with an approximate cadence of one bench every quarter mile considering both existing and new locations. It is the desire for the City and the HLCC to split the management of the bench locations as indicated on Exhibit A.

Section 2. Installation. The City and the HLCC shall conduct their own respective bench installations, will use benches of similar materials, and will coordinate regarding final arrangements for installation to avoid conflicts.

Section 3. Maintenance. The City and the HLCC shall assume the obligation to maintain their respective benches. Maintenance includes upkeep, reconstruction, repair and correction of defects or damage, including costs associated with such Maintenance.

Section 4. Miscellaneous. The following provisions apply:

A. Modifications. This Agreement or any part thereof may not be modified, except by written agreement executed by both Parties.

B. Applicable law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that the proper venue, in the event of litigation concerning this matter, shall be Arapahoe County, Colorado.

C. Conservancy Dissolution. If HLCC dissolves for any reason and a comparable organization is not formed, the City will assume responsibilities delegated to HLCC in this Agreement.

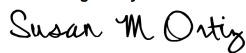
D. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected.

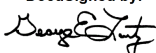
E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings related to the work to be performed under this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed in its name and on its behalf as the Effective Date.

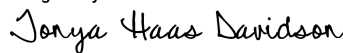
ATTEST:

CITY OF GREENWOOD VILLAGE

DocuSigned by:

5DB81BC3BA4643C
Susan Ortiz, MMC
City Clerk

DocuSigned by:

5E21F86G662F4A5...
George E. Lantz
Mayor

APPROVED AS TO FORM

Signed by:

8631E34404FFE405
Tonya Haas Davison
City Attorney

HIGH LINE CANAL CONSERVANCY

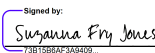
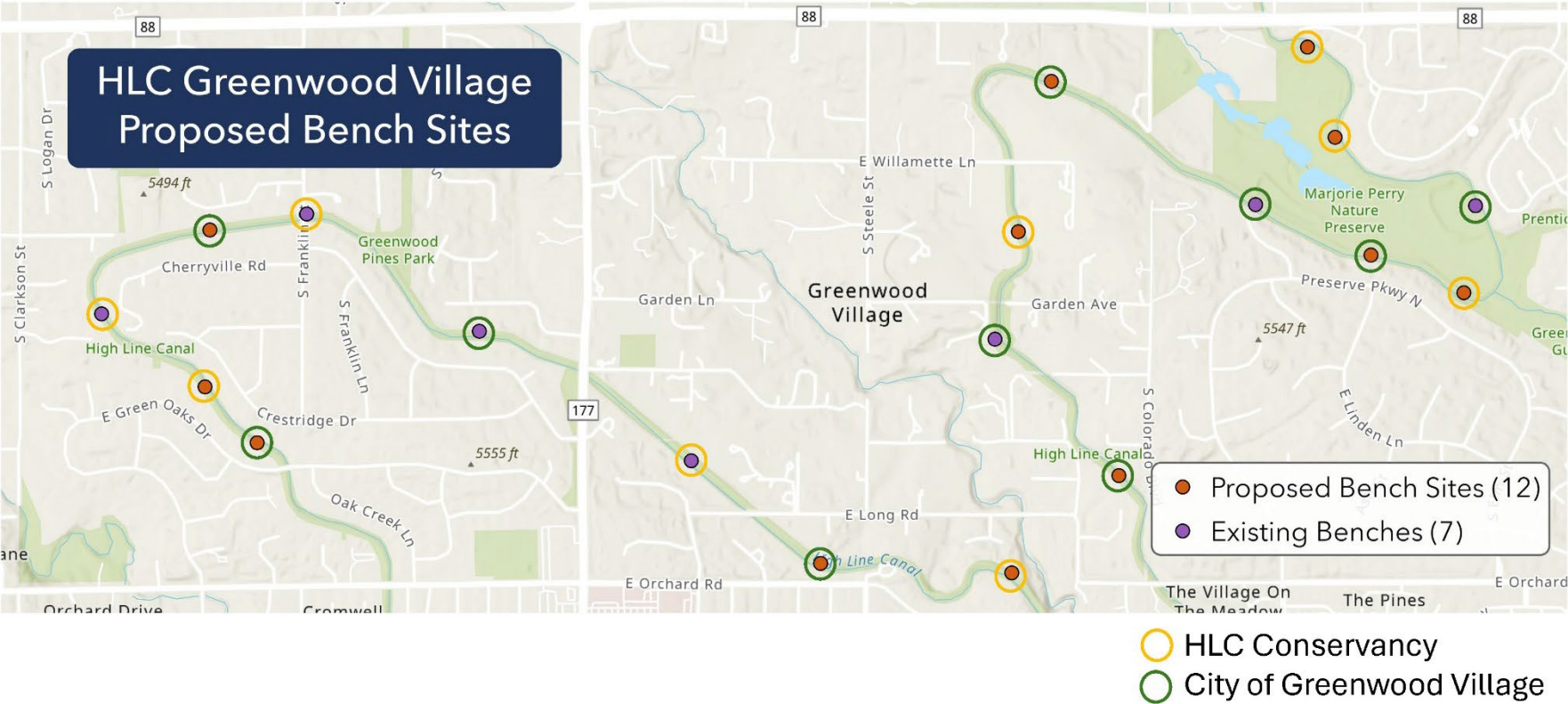
By: 
7381080A23A8005
Title: Chief Executive Officer

EXHIBIT A



AGREEMENT DATE: _____

(To be completed by Denver Water – Property Management)

HIGH LINE CANAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is made between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body corporate and political subdivision of the State of Colorado (“**County**”), and the CITY OF GREENWOOD VILLAGE, a home rule municipality in the State of Colorado (“**Licensee**”). The term “**Licensee**” includes employees, agents, and contractors of the Licensee. The parties to this Agreement may be referred to individually as “**Party**” and collectively as “**Parties**.” The Parties agree as follows:

AGREEMENT

1. GRANT: The County, for itself and its successors and assigns, subject to the terms and conditions of this Agreement, authorizes the Licensee to construct, utilize, maintain, repair, and reinstall (collectively “**Work**”) WOODEN BENCHES (“**Installation**”) within and across the County’s High Line Canal property between Belleview Avenue and Orchard Road, at the locations shown in the attached and incorporated **Exhibit A-INSTALLATION MAP**, (“**Licensed Area**”). The Licensee shall maintain a copy of this Agreement on the job site during any Work authorized by this Agreement.

2. LICENSE FEE AND OTHER COSTS: The Licensee shall pay the following fees:

2.1. ~~—\$2,000 license fee made payable to “Arapahoe County Open Spaces” for the rights granted by this Agreement.~~

2.2. Denver Water’s then-current fee for its administrative work to create this Agreement.

3. PAST RIGHTS AND CONVEYANCES:

3.1. The rights and privileges granted in this Agreement are subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the Licensed Area. However, to the extent this Agreement conflicts with another agreement between the Parties concerning use and maintenance of the overall High Line Canal corridor within the Licensee’s jurisdiction, this Agreement shall control.

3.2. The Licensee shall take extra care to familiarize itself with the limitations and reservations included in the Deed of Conservation Easement for the High Line Canal recorded against the property in the Clerk and Recorder’s Office of Arapahoe County on June 12, 2024, at Reception Number E4036703.

4. COUNTY’S RETAINED INTERESTS:

4.1 The County reserves unto itself, its successors and assigns, the right to make full use of the Licensed Area as may be necessary or convenient in the County’s operation and maintenance of the County’s property and facilities. The County will make reasonable attempts not to damage the Installation(s); however, should damage occur, the County will not be responsible for any such damage. The Licensee shall make all necessary accommodations for the County’s vehicles and/or work that may be taking place at or around the Licensed Area.

4.2 In the event the Installation(s) interferes with the County's use, maintenance, or operation of the property, the County in its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee's sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the County designates, or the Licensee may terminate this Agreement.

5. DENVER WATER'S RETAINED INTERESTS:

5.1 Denver Water has reserved an easement to make full use of the Licensed Area for the purposes of constructing, extending and adding to, maintaining, conducting, operating, and permitting other water providers' use of a water works system and plant and everything necessary, pertaining, or incidental thereto.

5.2 In the event the Installation(s) interferes with Denver Water's use, maintenance, or operation of its facilities, Denver Water, in its sole discretion, may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee's sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that Denver Water designates, or the Licensee may terminate this Agreement.

5.3 The Licensee, to the extent permitted by law, agrees to indemnify, hold harmless, and defend Denver Water against any liability, damages, costs, expenses, claims, injuries, and losses of whatever nature arising in any way out of this Agreement, including but not limited to any expenses incurred by Denver Water as a result of damages to Denver Water's property, to the extent caused by any negligent act or omission or willful misconduct of the Licensee or the Licensee's officers, subcontractors, agents, or employees.

6. ~~PRE WORK INSPECTION: The Licensee shall notify the County at least 15 days prior to the commencement of any Work so that the County may make any inspections of the Licensed Area the County deems necessary before such Work begins.~~

7. PRE-WORK NOTICE: The Licensee shall notify the County's Public Works and Development Department at 720-874-6500 and Denver Water's representative at 303-634-3402 during regular working hours at least 48 hours prior to commencing any Work within the Licensed Area so that the County and/or Denver Water may have an inspector present during such Work. In the event of an emergency, the Licensee shall notify the County's Public Works and Development Department at 720-874-6500.

8. PROOF OF LOCATES: Licensee shall obtain, or require its contractors and any subcontractors to obtain, proof of clear locates for all Work in connection with this Agreement in compliance with applicable law.

9. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the County according to the plans and specifications approved by the County in writing and in compliance with all applicable County standards. The Licensee represents and warrants that initial Installation(s) authorized by this Agreement shall be constructed in accordance with the plans and specifications attached herein as **Exhibit B**-"Bench Installation Detail" dated November 2024.

- 9.1. Different Location. If any Installation(s) location is reasonably determined by the County to be materially different from the approximated location shown on any plans and specifications approved by the County, the County may require the Licensee to undertake corrective work at the Licensee's sole expense. If the County does not require corrective work, the County may notify the Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of the County's notice and without further action by the Parties.
- 9.2. Right to Inspect. The Licensee shall notify the County upon completion of any Work; upon receipt of such notice, the County may elect to inspect such Work and require the Licensee to undertake corrective work at the Licensee's sole expense if the Work fails to conform to the approved plans and specifications; the County's applicable standards; federal, state, or local laws; or any applicable industry standards.
10. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the County has the right to suspend the performance of any Work under this Agreement without any liability if the County, in its sole discretion, determines that the Licensee or any of its contractors or any subcontractors failed to comply with the terms of this Agreement. The County shall not be liable for any delays in the completion of the Work that result from the suspension under this paragraph.
11. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: The Licensee shall own the Installation(s). Until this Agreement is terminated, the Licensee shall ensure that the Installation(s) is operated and maintained, at no expense to the County, in good repair, including but not limited to removing graffiti and paying for all utilities needed for the continuous operation of the Installation(s), and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and County standards. If the Installation(s) includes any kind of underpass, bridge, or other infrastructure capable of providing shelter, and it becomes the location of any kind of human encampment, the Licensee shall be solely financially responsible for clearing the encampment and restoring the site to its preexisting condition within 30 days of notification by the County. The Licensee shall follow the underlying jurisdiction's policies on encampment cleanups.
12. COUNTY'S ACCESS: The Licensee shall conduct all Work in such a manner that the County shall have full and complete access to the Licensed Area at all times. The Licensee shall not obstruct any access roadways or ingress to or egress from such roadways.
13. ~~CURB CUT AND TRANSITION DETAIL~~: ~~The Licensee shall construct and maintain all necessary, in the opinion of the County, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the County. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the County, shall be at locations approved in writing by the County, and shall comply with Denver Water's curb cut detail, a copy of which is attached as Exhibit B. The Licensee shall not obstruct County roadways or ingress to or egress from such roadways.~~
14. DETOURS: Licensee shall take whatever steps are necessary to route traffic during any Work and provide directions through the use of signs. Any of the County's roads or acceptable alternatives must be open and accessible to the County's personnel and equipment at all times.
15. TRENCHES AND EXCAVATIONS: All trenches, excavations, backfill and tamping shall be in accordance with the then-current applicable Denver Water Engineering Standards and Capital Project Construction Specifications and subject to approval by the County's representative.

16. UNDERGROUND LINES: ~~Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. Facilities owned by the County or Denver Water must not be included in any concrete encasement.~~

17. MARKER POSTS: ~~The Licensee shall place two permanent marker posts, one at each end of the Installation(s) and on its centerline, to the satisfaction of the County's representative. Each permanent marker post shall be filled with concrete and installed to allow a three foot extension above the surface of the ground. The marker posts shall extend a minimum of two feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the Installation clearly marked with 1½ inch stenciling.~~

18. SERVICE LINES: ~~All service lines within the Licensed Area shall be installed in a manner satisfactory to the County's representative.~~

19. OVERHEAD CLEARANCE: The Licensee shall maintain a minimum overhead clearance of 25 feet over the High Line Canal. ~~No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.~~

20. ENVIRONMENTAL: The Licensee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Licensed Area. If, as a result of the Licensee's occupancy of the Licensed Area, any such law, ordinance, rule, or regulation is violated, the Licensee shall, to the extent permitted by law, protect, save harmless, defend, and indemnify the County from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the County, caused by, resulting from, or connected with such violation or violations. In addition, but without limiting the foregoing, the Licensee shall comply with the following:

20.1. Hazardous Material. The Licensee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Licensed Area by the Licensee, its agents, employees, or contractors without the express written permission of the County.

20.2. Indemnification. If the Licensee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Licensed Area caused or permitted by the Licensee results in contamination of the Licensed Area, or if contamination of the Licensed Area by the Hazardous Material otherwise occurs for which the Licensee is legally liable to the County, then to the extent permitted by law the Licensee shall, indemnify, defend, and hold the County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Licensed Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the County by the Licensee, includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because the Hazardous Material is present in the soil or groundwater on or under the Licensed Area.

20.3. Cleanup. If the presence of any Hazardous Material on the Licensed Area caused or permitted by the Licensee results in any contamination of the Licensed Area or other County property, the

Licensee shall, at its sole expense and after obtaining the County's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area and other County property to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The cleanup of the contamination shall be in compliance with all applicable state and federal standards.

20.4. Definitions. The term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

21. ENDANGERED SPECIES ACT: Certain County properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("ESA"). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

22. TREES: The Licensee shall provide means, acceptable to the County, to protect the existing trees above and below ground from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, the Licensee must obtain prior written permission from the County. The Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. The Licensee shall coordinate with the County on a plan to replace any trees and other vegetation (including re-seeding) disturbed or removed due to any Work. Replacement of trees and re-seeding shall be in accordance with the then-current policies of the County and the High Line Canal Natural Resource Management Plan.

23. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the High Line Canal and shall assume all risks incident to the presence of water in the High Line Canal. The Licensee shall not discharge water into or upon any of the Licensed Area or surrounding County property. The Licensee shall provide for carriage of any water over or across the Licensed Area or County property in a manner satisfactory to the County's representative.

24. CANALS/DITCHES:

24.1. Clean Water Act. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 constitutes jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). The Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. The Licensee shall supply the County with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

24.2. Recreation. The County has authorized certain recreational activities along and within the High Line Canal property. In addition to all other notices required by this Agreement, at least 48 hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify the High Line Canal Conservancy, Conservation Easement holder, at 720-767-2452. The Licensee shall ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area. All paved trails and other recreational improvements within the Licensed Area shall be restored to their pre-existing condition to the satisfaction of the Recreational Use Entity. The Licensee shall comply with all the Recreational Use Entity's requirements to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

~~24.3. Irrigation. Denver Water uses the High Line Canal as an irrigation facility. Irrigation season is from April 1st until November 1st each year, and diverted water may be flowing in the High Line Canal during this time. Additionally, water may be flowing in the canal other times during the year. No Work may be undertaken during April 1st through November 1st unless special written authorization is obtained from Denver Water's Director of Source of Supply at 303-634-3515 or email ian.oliver@denverwater.org prior to the commencement of Work.~~

~~24.4. Cut off Walls. The Licensee shall place reinforced concrete cut off walls at locations determined by the County as shown on the plans and specifications identified in Paragraph 9 above. Each cut off wall shall be constructed in accordance with Denver Water's then current **Capital Projects Construction Standards 4th Edition**, as they may be updated and revised from time to time, and the excavation, forming, and steel placement of each cut off wall shall be inspected and approved in writing by the County's representative prior to placement of concrete.~~

25. CLEANUP AND RESTORATION: The Licensee will use all reasonable means to prevent any loss or damage to the County or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Installation(s).

25.1. Within 21 days from the date of completion of any Work, the Licensee shall clear the Licensed Area and any other affected property of all construction debris, supplies, materials, and equipment, and shall restore the Licensed Area and any other affected property and any damaged roads and fencing to the condition in which they existed as of the Effective Date as nearly as may be possible to the satisfaction of the County's representative. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas, removal of any excess earth resulting from the Work, and/or reseeded described in the then-current Denver Water **Capital Projects Construction Standards Section 32 91 00 Planting Preparation and Section 32 92 00 Turf and Grasses**. Restoration of the roads shall include, but is not limited to, resurfacing.

25.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the County and/or within the timeframes set forth for restoration in this Agreement, the County may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

25.3. Any repair or replacement of any County facilities or property, other than roads and fencing, made necessary in the opinion of the County's representative because of any Work performed pursuant to this Agreement, shall be made by the County at the sole expense of the Licensee.

25.4. Licensee's obligations under paragraph 25 shall survive termination of this Agreement.

26. NO LIENS: The Licensee shall pay for all materials joined or affixed to the Licensed Area, shall pay in full all persons who perform labor upon the Licensed Area, and shall obtain and provide to the County lien releases for all such materials and labor. The Licensee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Area for any Work done and materials furnished on the Licensed Area at the instance, request, or on behalf of the Licensee.

27. APPROVAL OF CONTRACTORS: Prior to commencing any Work under this Agreement, the Licensee shall submit to the County a list of all contractors and subcontractors that will be performing the Work in connection with this Agreement; no Work may commence until the County, in its sole and absolute discretion, has approved such contractors and subcontractors in writing. The Licensee understands and agrees that only those contractors and subcontractors whose operations are covered by the insurance required by this Agreement and that have been pre-approved by the County as required by this Agreement are authorized to work upon or about the Licensed Area. The Licensee shall require its agents, employees, and all approved contractors and subcontractors performing Work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement.

28. INSURANCE:

28.1. The Licensee shall purchase and maintain insurance of the kinds and in the minimum amounts specified below or shall self-insure in the same amounts, and, for all contractors, the Licensee shall require such contractors to maintain insurance for the performance of all Work under this Agreement in accordance with applicable state laws in the minimum amounts specified below:

28.1.1. Workers' Compensation and Employer's Liability: Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

28.1.2. Commercial General Liability: Maintain commercial general liability insurance covering all operations on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability

- Severability of Interests Provision
- Products and completed operations coverage maintained for at least two years after completion of the project, for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

28.1.3. Automobile Liability: Maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

28.2. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Licensee.

28.3. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Licensee shall be solely responsible for any deductible losses under any policy required above.

28.4. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

28.5. The Licensee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

28.6. Failure on the part of the Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

29. INSURANCE CERTIFICATES:

29.1. At the time of executing this Agreement, the Licensee shall deliver to the County (i) a letter of self-insurance with respect to the Licensee and, (ii) with respect to the Licensee's contractors, Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

29.2. These certificates and letter of self-insurance will serve as an indication to the County that the Licensee has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted.

29.3. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of Work under this Agreement. The certificates shall identify this Agreement where applicable.

30. INDEMNIFICATION: The Licensee shall be responsible for any liability, loss, damage, or expense (including court costs and attorney fees) of every kind and nature arising out of any breach by the Licensee, its officers, agents, or employees (or Licensee's contractors or subcontractors and any of their officers, agents, or employees) of any of Licensee's obligations set forth in this Agreement. The Licensee shall also contractually require all contractors and/or subcontractors performing Work pursuant to this Agreement to defend, indemnify, and hold harmless the County, its officers, members, managers, agents, and employees against any liability, loss, damage, injury, death, demand, claim, action, cause of action, or expense of whatever nature, kind, or description (including but not limited to court costs, attorneys' fees, and expenses incurred by the County as a result of damages to the County's property or facilities), directly or indirectly arising out of, resulting from, or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by such contractors and/or subcontractors, any act or omission of such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

31. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, vehicles, supplies, and related materials, upon the Licensed Area will be at the risk of the Licensee only, and the County shall not be liable for any damage to or theft or vandalism of such personal property.

32. NO ASSIGNMENT; NO RECORDING: The Licensee agrees and understands that privileges granted by this Agreement are personal to the Licensee, that this Agreement does not grant the Licensee any property interest in the Licensed Area, and that this Agreement shall not inure to or for the benefit of the Licensee's successors or assigns. The Licensee shall not assign this Agreement and shall not record this Agreement.

33. ABANDONMENT: If the Licensee does not use the right granted in this Agreement or its Installation(s) for a period of one year, the County may, at its election, consider the rights granted under this Agreement abandoned and terminate this Agreement by giving the Licensee 30 days' written notice.

34. TERMINATION:

34.1. The County may terminate this Agreement for any reason and at any time by giving the Licensee 30 days' written notice.

34.2. In the event of the Licensee's violation of any of the terms of this Agreement, the County may elect to terminate this Agreement or may allow the Licensee a time to correct such violation. If the violation is not cured to the satisfaction of the County within 30 days after receipt of the written notice of such violation from the County, or such longer period as the County may permit in writing, the County may elect to cure the violation at the Licensee's sole expense, without prejudice to the County's right to terminate this Agreement.

34.3. Upon termination of this Agreement for any reason, the Licensee shall have 60 days to remove its Installation(s) from the Licensed Area and restore the Licensed Area and any other affected property to the condition in which it existed as of the Effective Date. In the event the Licensee does not remove its Installation(s) within the time allowed under this paragraph and/or does not comply with the restoration obligations stated in this paragraph, the County, without incurring liability, may remove the Installation(s) and/or restore the affected property at the Licensee's sole expense.

34.4. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

35. REIMBURSEMENT TERMS: All the County's invoices are due 30 days after the date of invoice. If the Licensee fails to reimburse the County within 30 days, the Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus 2.5 percent, or (ii) the maximum rate permitted by law. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

36. NOTICES: Except as otherwise expressly provided in this Agreement, the Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other Party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the County:
Arapahoe County Open Spaces
6934 S. Lima Street, Suite A
Centennial, CO 80112

with a copy to:
Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, CO 80120

If to Licensee:
City of Greenwood Village
Attn: Parks, Trails, Recreation Director
10001 East Costilla Ave
Greenwood Village CO 80112
303-486-5773

If to Denver Water:
City and County of Denver, acting by and
through its Board of Water Commissioners
Attention: Director of Engineering-Property
1600 W. 12th Avenue
Denver, CO 80204

37. GENERAL PROVISIONS:

37.1. Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

37.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Arapahoe County, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.

37.3. No Attorneys' Fees and Costs. In the event there is any litigation, mediation, arbitration, or other dispute-resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs, and expenses.

37.4. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

37.5. No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

37.6. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday, or a "legal holiday" as such term is defined in Colorado Rule of Civil Procedure 6, then the relevant date shall be extended automatically until the next business day.

37.7. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of the respective paragraph, and shall not be considered part of this Agreement or affect its interpretation.

37.8. Colorado Governmental Immunity Act. The Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as it may be amended from time to time.

37.9. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Licensee and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing signed by all Parties.

37.10. Counterparts and Originals. A copy of the Agreement may be executed by each Party separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

37.11. Representation of Authority of Signatories. Each individual executing this Agreement on behalf of the Licensee represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Licensee for which the individual is signing, and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Licensee.

37.12. Effective Date. This Agreement shall become effective on the date it is signed by the County's Open Spaces Director.

38. SPECIAL PROVISIONS: This Agreement is also subject to the following provisions. To the extent that any such provisions listed below are in conflict with any other provisions of this Agreement, the provisions below shall control and supersede them.

38.1 Benches shall be installed so that the front of bench meets a setback at least four (4) feet from edge of trail.

38.2 In some locations, a bench is proposed to be installed next to the trail, but on the canal side of the trail. In these situations, the back of bench or back of concrete slab, shall meet a setback of four feet from top of canal bank / slope of canal.

38.3 Licensee has an ongoing donor program for fundraising purposes. The Licensee shall provide notice to the County if a bench will have a donor plaque. Upon approval, the licensee shall provide proposed write up of plaque and duration of plaque posting to the County.

SIGNATURES FOLLOW ON THE NEXT PAGE

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ARAPAHOE

By: _____
Margina Pingenot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. 26-056

Date: _____

ATTEST:

LICENSEE: CITY OF GREENWOOD VILLAGE

By: _____
Susan Ortiz, MMC
City Clerk

By: _____
George E. Lantz, Mayor

Address: 10001 East Costilla Ave
Greenwood Village CO 80112

APPROVED AS TO FORM:

By: _____
Tonya Haas Davidson
City Attorney

Exhibit A - Benches Managed by the City of Greenwood Village

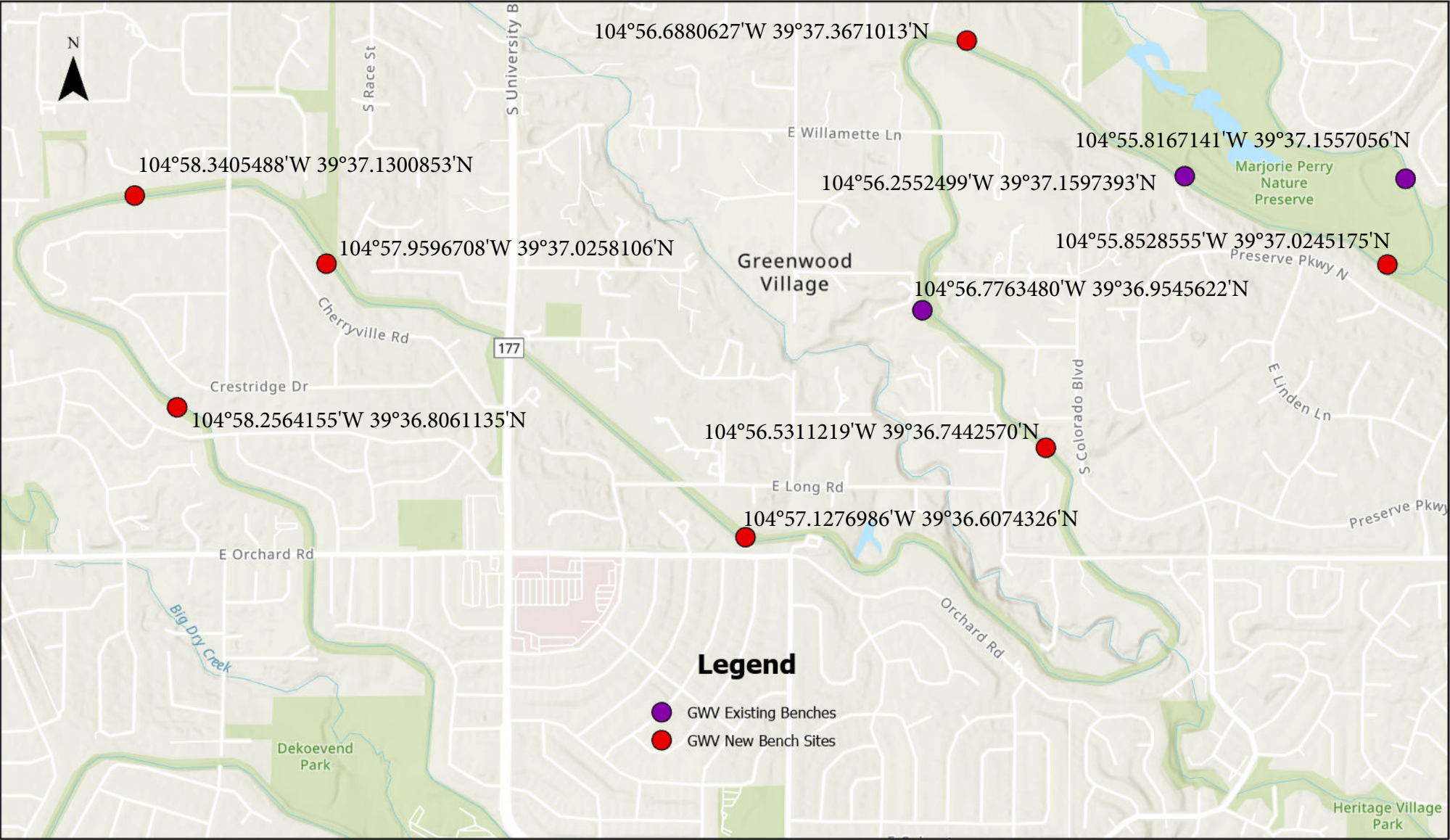


Exhibit B - Bench Instillation Details



BENCH INSTALLATION
HIGH LINE CANAL CONSERVANCY
4010 E. ORCHARD ROAD, CENTENNIAL, CO 80121

#	DATE	DESCRIPTION

DATE: NOVEMBER 2024

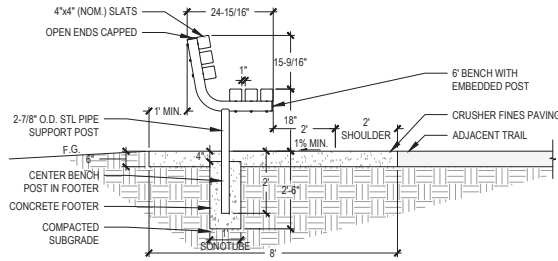
ISSUE:

SHEET TITLE:

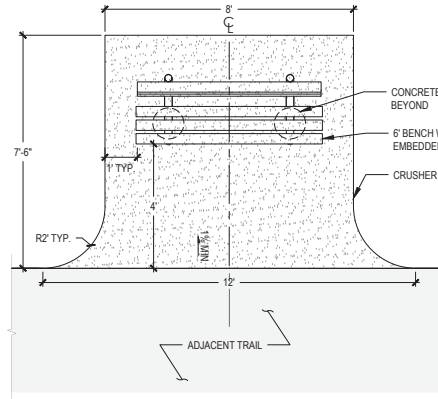
WOOD BENCHES

NOTES:

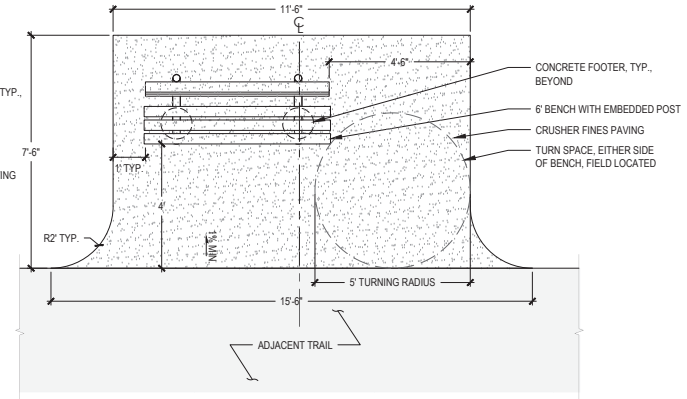
- BENCH: 6' WOOD BACKED BENCH WITH (2) ARMRESTS, AND EMBEDDED POST MOUNT.
 - MANUFACTURER: DUMOR, INC.
 - MODEL: 56 SERIES
 - MATERIAL: DOUGLAS FIR KD S4S EE
 - COLOR: BRONZE
- CRUSHER FINES:
 - MATCH COLOR TO EXISTING ADJACENT CRUSHER FINES
 - SUBMIT MATERIALS TESTING FOR APPROVAL
 - SUBMIT A MIN. (1) GALLON SAMPLE FOR APPROVAL
 - COORDINATE LOCATION OF BENCH WITH CONSERVANCY STAFF PRIOR TO INSTALLATION
 - RESEED DISTURBED VEGETATION WITH APPROVED UPLAND NATIVE SEED MIX.



SECTION



PLAN - NON-ACCESSIBLE

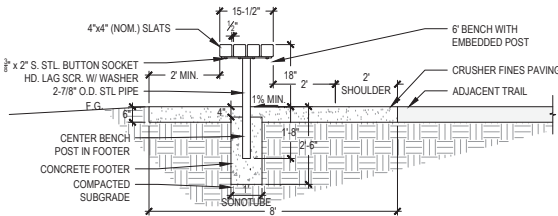


PLAN - ACCESSIBLE SPACE

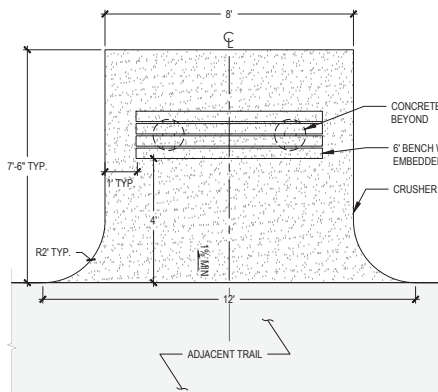
SCALE: 1/2" = 1'-0"

NOTES:

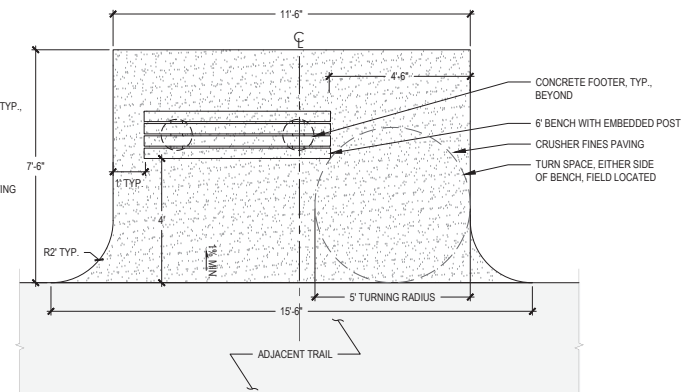
- BENCH: 6' WOOD BACKLESS BENCH WITH EMBEDDED POST MOUNT.
 - MANUFACTURER: DUMOR, INC.
 - MODEL: 105 SERIES
 - MATERIAL: DOUGLAS FIR KD S4S EE
 - COLOR: BRONZE
- CRUSHER FINES:
 - MATCH COLOR TO EXISTING ADJACENT CRUSHER FINES
 - SUBMIT MATERIALS TESTING FOR APPROVAL
 - SUBMIT A MIN. (1) GALLON SAMPLE FOR APPROVAL
 - COORDINATE LOCATION OF BENCH WITH CONSERVANCY STAFF PRIOR TO INSTALLATION
 - RESEED DISTURBED VEGETATION WITH APPROVED UPLAND NATIVE SEED MIX.



SECTION



PLAN - NON-ACCESSIBLE



PLAN - ACCESSIBLE SPACE

SCALE: 1/2" = 1'-0"

FILE MANAGEMENT:

FILE NAME: C:\Users\Mark Piche\High Line Canal Conservancy\HLC\Team Site - Documents\Planning_ProjectImplementation\Furnishings\Bench\2024 Full Bench Order\Site Plans\HLOC_2024BenchDetail.dwg
 PLOT FILE: HLOC_2024.dwg
 PLOT DATE: November 7, 2024
 THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.