



**BURLINGTON CITY COUNCIL  
REGULAR MEETING  
Burlington Community Center  
340 S. 14th St., Room A  
March 9, 2026  
6:30 p.m.**

Live public streaming available at  
<https://www.burlingtoncolo.com/virtualcouncilmeeting>

## **AGENDA**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll call**

Greg Swiatkowski, Mayor	Hal McNerney	Adrian Hernandez
Mark Burghart	Troy Hinkhouse	Kamron Weisshaar
Paul Velasco, Mayor pro tem		
- 4. Review and Approve Agenda**  
*Emergency matters coming before Council which may require action may be added to the agenda.*
- 5. Consent Agenda Items**
  - A. February 23, 2026, minutes
- 6. Public comment** (*Comment is limited to 3 minutes.*)
- 7. Public hearing** – none
- 8. Unfinished business**
- 9. New business**
  - A. Consider approval of a Real Estate Purchase Agreement for Lots 24-39 in Industrial Park.
  - B. Consider approval of Resolution 2026-4 a Resolution of the City Council of the City of Burlington, Kit Carson County, Colorado, Authorizing the Sale of Real Property Described as Lots Twenty-Four (24) Through Thirty-Nine (39), Inclusive Burlington Industrial Center 2<sup>nd</sup> Addition to the City of Burlington, Kit Carson County, Colorado; Consisting of Approximately Ten (10) Acres, More or Less.
  - C. Approval of Congressional Directed Spending (CDS) letters to Senators Bennet and Hickenlooper and Congresswoman Boebert.
  - D. Approval of a proclamation proclaiming April 2026 as Child Abuse Prevention and Awareness Month.
  - E. Introduce and review 2025 Colorado Wildfire Resiliency Code.
- 10. City department reports**

Administrator – Jim Keehne
Clerk – Georgia Gilley
Public Works – Mike Konecne
- 11. Reports from Council**
- 12. Adjournment**

**BURLINGTON CITY COUNCIL  
REGULAR MEETING  
County of Kit Carson  
State of Colorado  
Burlington Community and Education Center  
340 S. 14th Street  
February 23, 2026  
6:30 p.m.**

**1. Call to order**

Mayor Swiatkowski called the regular meeting to order at 6:30 p.m.

**2. Pledge of Allegiance**

**3. Roll Call**

**Council members present:**

Mayor Greg Swiatkowski  
Paul Velasco, Mayor Pro Tem  
Hal McNerney  
Troy Hinkhouse

Mark Burghart  
Adrian Hernandez

**Council members absent: Kamron Weisshaar**

**Staff/Officials present:**

Jim Keehne – City Administrator  
Mike Konecne – Public Works  
Becky Castillo – Treasurer  
Chief Nate Hill – BPD

Daniel Mella – Airport  
Rol Hudler – Economic Development  
Nick McCarty-Daniels – Library  
Michael Grinnan, Esq. – City Attorney

**Others present: none**

**4. Review and Approve Agenda**

*Emergency matters coming before Council which may require action may be added to the agenda.*

City Administrator Keehne requested the addition of New Business Item 9B regarding a proclamation.

Motion by McNerney and second from Velasco to approve the meeting agenda as amended.

Motion passed unanimously.

Burghart: Aye  
Velasco: Aye

McNerney: Aye  
Hinkhouse: Aye

Hernandez: Aye  
Weisshaar: Absent

**5. Consent Agenda Items**

**A. Minutes from February 9, 2026**

Motion by Hinkhouse and second from Burghart to approve the consent agenda.

Motion passed unanimously.

Burghart: Aye  
Velasco: Aye

McNerney: Aye  
Hinkhouse: Aye

Hernandez: Aye  
Weisshaar: Absent

**6. Public comment – none**

**7. Public Hearing – none**

8. Unfinished business – none

9. New business

**A. Consider approval of Resolution 2026-3 Authorizing the City Clerk to Appoint Election Judges and Conduct a Polling Place Election for the April 7, 2026, City of Burlington Regular Municipal election.**

Motion by McNerney and second from Velasco to approve Resolution 2026-3 Authorizing the City Clerk to Appoint Election Judges and Conduct a Polling Place Election for the April 7, 2026, City of Burlington Regular Municipal election.

The motion passed unanimously.

Burghart: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Hinkhouse: Aye	Weisshaar: Absent

**B. Consider approval of a proclamation proclaiming March 2026 as Colorectal Cancer Awareness Month.**

Mayor Swiatkowski read the proclamation. City Administrator Keehne asked if Council would approve Mayor’s signature on the proclamation. All agreed. Mayor Swiatkowski took an individual voice vote, which was unanimous.

Burghart: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Hinkhouse: Aye	Weisshaar: Absent

**10. Reports from city departments**

Reports were in the packet, and those department heads present gave a summary review.

**11. Reports from Council – none**

**12. Adjournment**

Motion by Burghart and a second from McNerney to adjourn the meeting at 7:10 p.m.

The motion to adjourn the meeting passed unanimously.

Burghart: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Hinkhouse: Aye	Weisshaar: Absent

CITY OF BURLINGTON:

ATTEST:

\_\_\_\_\_  
Gregory J. Swiatkowski, Mayor

\_\_\_\_\_  
Georgia Gilley, City Clerk

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into effective as of this 23 day of February 2026, by and between **City of Burlington, a Home Rule City** ("Seller") and **Derek Fromholtz and Ann Fromholtz DBA Fromholtz Metals** ("Buyer").

### WITNESSETH:

WHEREAS, Seller owns certain real property located in Kit Carson County; and

WHEREAS, Buyer has determined that it wishes to acquire the subject property, subject to and upon the terms and conditions set forth in this Agreement, and Seller is willing and desires to sell and convey on such terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sale of Property. Seller agrees to sell, transfer and convey to Buyer and Buyer agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate and interest in and to the real property with legal description as follows: Lots 24 through 39, inclusive Burlington Industrial Center 2nd Addition to the City of Burlington, Kit Carson County, Colorado. The subject real property is legally described on Exhibit "A" attached hereto (the "Land"), together with: (a) all rights, privileges, easements and interests appurtenant to the Land, including all utility easements and all public roads and rights of way adjacent to the Land and all abutters, access and reversionary rights thereto; (b) all buildings, improvements, signage and other fixtures located on the Land; and (c) all of the foregoing being hereinafter referred to collectively as the "Property". Parties agree that Buyer will take possession of the properties on the date of closing.

2. Purchase Price and Payment. The purchase price (the "Purchase Price") for the Property is One Hundred Forty Thousand dollars (\$140,000.00) (10 acres x \$14,000.00 = \$140,000.00), less certain credits, and subject to prorations, as follows:

(a) Earnest Money. The Buyer shall pay \$0.00 as an earnest money deposit to be held by the Kit Carson County Abstract Company.

(b) Payment of Purchase Price. At Closing, Buyer shall pay \$140,000.00 in certified funds and the balance of the remaining Purchase Price, subject to the credits, prorations and adjustments herein described.

(C) Expenses. Seller shall be responsible to pay for all expenses in connection with the curing of any objections to title, payment of any liens and recording costs to release

any liens, all of the expenses and premiums for the Buyer's title insurance commitment and title insurance policy, on all of the Escrow Agent's closing fee, and such other expenses provided to be paid by Seller herein. Buyer shall be responsible for paying the recording fee for the Seller's deed, all costs and expenses incurred in connection with the Loan by Buyer for the Purchase of the Property, one-half (1/2) of the Escrow Agent's closing fee, all of the expenses and premiums for the Loan title commitment and policy and endorsements required by the Loan.

3. Prorations and Adjustments. All ad valorem real estate taxes and special assessments ("Taxes") imposed on the Property, if any, for the 2026 tax year shall be prorated or adjusted to the Closing Date. All Taxes for 2025 and prior years and not yet paid, including any penalties or interest, shall be paid by Seller on or before the Closing Date. All prorations will be on the basis of a 365 day year, with the Closing Date being charged to Seller. Utilities serving the Property shall be prorated as of Closing.

4. Title to Property. Seller shall obtain a current title insurance company commitment ("Commitment") to insure title to the Property issued by Kit Carson County Abstract (herein the "Title Company") in the amount of the Purchase Price, which Commitment shall show fee simple title vested in Seller, subject to all rights-of-way, easements, covenants, licenses and restrictions of record, and a lien or liens for nondelinquent special assessments, if any. The Commitment shall be obtained on or before ten (10) days following the Effective Date. Those items listed on the Commitment as to which Buyer shall not object in writing to Seller within ten (10) days following Buyer's receipt of the Commitment shall be deemed to be permitted exceptions. Should Buyer timely object to any matters disclosed on the Commitment, Seller shall have the right, but not the obligation, to cure such matters and have the exceptions affirmatively insured over or removed from the Commitment. Should Seller fail or refuse to complete such corrective action within twenty (20) days after receipt of Buyer's title objections (herein the "Cure Period"), then Buyer may, at Buyer's option, either (i) terminate this Agreement by giving Seller written notice of termination on or before ten (10) days after the expiration of the Cure Period and, in such event, the parties shall be relieved of their respective rights and obligations set forth in this Agreement and the Earnest Money Deposit thereon shall be returned to Buyer, or (ii) waive such objections and close as herein provided without any reduction in the Purchase Price. Should Buyer fail to give notice of termination within the 10-day period following the Cure Period, Buyer shall be deemed to have waived its title objections. Following the Closing, the Title Company shall issue to Buyer a title insurance policy in the amount of the Purchase Price, showing fee simple title to the Property vested in Buyer and other characteristics of title to the Property immediately following the Closing.

At Closing, Seller shall deliver to Buyer a warranty deed conveying the Property to the Buyer, which deed shall be subject to all permitted exceptions and to such additional title matters Buyer may have waived as provided above.

5. Representations, Warranties and Covenants of Seller. In order to induce Buyer to enter into this Agreement, and in addition to any other representations, warranties or covenants on the part of Seller contained herein, Seller makes the following representations, warranties and covenants, each of which is material to the Buyer and each of which is effective as of the date of

this Agreement (unless otherwise expressly noted) and will remain in effect on the Closing Date and shall survive the Closing:

- (a) Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories of Seller hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not conflict with or result in breach of any of the terms or provisions of, or constitute default under any agreement, document or instrument by which Seller or the Property is bound.
- (b) Due Authorization and Authority. The execution, delivery of and performance under this Agreement by Seller has been duly authorized by all requisite corporate action. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has the legal power and authority to enter into and perform this Agreement.
- (c) Other Interests. Effective at Closing, there are no leases or other rights of occupancy or possession outstanding in any other person or entity concerning the Property.
- (d) Bills and Invoices. All bills and invoices for labor and material of any kind and relating to the Property, will have been paid in full by Closing, and there are no mechanic's or materialmen's liens or other claims outstanding or available to any party in connection with the Property.

The Property is being sold in its "AS IS, WHERE IS" condition. Other than marketable title, Seller makes no representation or warranty, express or implied, as to the condition, fitness for a particular use or any use, value or any other aspect, condition or quality of the Property. Buyer shall satisfy itself as to any and all aspects, conditions or qualities of the Property that are important to Buyer pursuant to its right and opportunity under Section 7.

6. Representations, Warranties and Covenants of Buyer. In order to induce Seller to enter into this Agreement, and in addition to any other representations, warranties or covenants contained herein on the part of Buyer, Buyer makes the following representations, warranties and covenants, each of which is material to Seller and each of which is effective as of the date of this Agreement (unless otherwise expressly noted) and will remain in effect on the Closing Date and shall survive the Closing:

- (a) Authority of Signatories; No Breach; Due Authorization and Authority. The execution, delivery of and performance under this Agreement by Buyer is pursuant to authority validly and duly conferred upon Buyer and signatories of Buyer hereto. The consummation of the transaction herein contemplated and the compliance by Buyer with the terms of this Agreement do not conflict with, or result in breach of, or constitute default under any agreement, document or instrument by which Buyer is bound. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in

accordance with its terms. Buyer has the legal power and authority to enter into and perform this Agreement.

7. Investigation of the Property.

(a) Except as otherwise provided, Buyer shall have until March 2, 2026, to complete Buyer's investigation and inspection of the Property and complete any other due diligence Buyer deems appropriate concerning the Property. In furtherance thereof, Seller grants to Buyer and its agents and representatives the full right of access to the Property, and Buyer may, through its agents and representatives, conduct a complete physical inspection of the Property including, without limitation, soil sampling and boring tests, environmental and hazardous waste and substance investigations and such other engineering and mechanical inspections and investigations as Buyer may reasonably desire. Buyer shall indemnify Seller against any personal injury, death, damage or destruction to property, mechanic's liens or other claims against the Seller or the Property arising out of the inspection, surveying, test borings or other work performed by or on behalf of Buyer. If Closing does not occur hereunder, Buyer shall restore the Property to substantially the same condition as it existed prior to such investigations.

(b) No later than the close of business on March 2, 2026, Buyer may terminate this Agreement in its sole discretion as result of Buyer's inspection of the Property and other due diligence investigation by delivering to Seller written notice of Buyer's election to terminate. In which event, this Agreement shall become null and void, Buyer shall receive the return of the Earnest Money Deposit, and Buyer and Seller shall have no further liability hereunder.

8. Operation of Property. From and after the date of full execution of this Agreement until the Closing Date, Seller shall (a) operate the Property in the same manner as the Property has been operated prior to such date, (b) maintain the Property in the same condition as existed on such date, and (c) continue to keep in place existing casualty/property damage insurance on the Property.

9. Buyer Contingencies. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before March 2, 2026 and exercise reasonable efforts to obtain such loan or approval.

If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate on or before March 12, 2026 if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

If the Buyer contingencies herein have not been either satisfied or waived prior to or at Closing, then this Agreement shall be terminated and of no further force or effect and the Earnest

Money Deposit shall be returned to Buyer, and thereafter neither party shall have any further liability or obligation hereunder. Further, Seller agrees to cooperate in good faith with Buyer in an attempt to satisfy the Buyer's Loan contingency, and in connection therewith Seller agrees to provide such information it may have in its possession as may be reasonably necessary for Buyer to make application and obtain approval to satisfy the Loan contingency.

10. Closing.

(a) Place and Closing Date. The Closing of the purchase and sale of the Property shall take place in the offices of the Escrow Agent on the date which is on or before April 20, 2026 (herein the "Closing Date"), or such later date as may be required to effectuate the executory terms and conditions of this Agreement.

(b) Possession. At Closing, the Seller shall deliver all its rights to possession of the residence to Buyer. Seller shall deliver all of its rights to possession of the remaining property to Buyer on or before April 20, 2026.

(c) Seller's Obligations at Closing. At Closing, Seller shall, in addition to any other obligations of Seller as set forth in this Agreement, deliver or cause to be delivered to Buyer, the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate:

(i) Deed. A general warranty deed conveying fee simple title to the Property to Buyer in accordance with the requirements of the Commitment, subject only to Taxes which are not then due and payable and permitted exceptions contained in the Commitment approved or waived by Buyer hereunder.

(ii) Seller's Affidavit. A Seller's Affidavit in form customarily used by the Title Company to permit Buyer to obtain the ALTA owner's policy of title insurance without the standard or general preprinted title exceptions (other than survey-related) shown on the Commitment and in conformance with the provisions of this Agreement.

(iii) Miscellaneous. Any other documents required by this Agreement or the Title Insurance Company to be delivered by Seller.

(d) Buyer's Obligations at Closing. At Closing, Buyer shall, in addition to any other obligations of Buyer as set forth in this Agreement:

(i) Purchase Price. Deliver the balance of the Purchase Price (less the Earnest Money Deposit and subject to adjustment and proration provided under the terms of this Agreement) to Seller by certified good funds.

(ii) Certified Resolutions. If Buyer is other than an individual, Buyer shall deliver a certificate satisfactorily to Seller, executed by an

appropriate officer of Buyer, evidencing Buyer's authority to enter into this Agreement.

(iii) Miscellaneous. Deliver any other documents required by this Agreement or the Title Company to be delivered by Buyer.

11. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) sent by facsimile, email or similar transmission, at the number set forth below, followed with mailing by regular United States mail, (b) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Postal Service. or other overnight courier service, or (c) deposited in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

**If to Seller:** City of Burlington  
415 15<sup>th</sup> Street  
Burlington, CO 80807

**If to Buyer:** Derek & Ann Fromholtz DBA Fromholtz Metals  
1365 Road P  
St. Francis, KS 67756

**With copies to:**

Michael K. Grinnan  
P.O. Box 56  
Burlington, CO 80807

The parties may change their respective addresses, facsimile and/or email address for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

12. Additional Provisions: Buyer and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. The parties' consent to an assignment of this Agreement to a "qualified intermediary" under IRC Section 1031. Each party shall cooperate with the other but shall not be required to incur additional expenses or delays by reason of the other parties' intended exchange.

13. Defaults and Remedies.

(a) Default by Seller. In the event that any of Seller's material representations or warranties contained herein are untrue in any respect (either when made or at Closing), or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by Seller in any material respect, then Buyer, at Buyer's option may: (i) elect to close the purchase of the Property pursuant to the provisions hereof; provided that such Closing shall not waive any claims against Seller for damages as a result of Seller's default and Buyer may, on or after Closing, proceed against Seller for damages caused thereby, (ii) specifically enforce the provisions of this Agreement, or (iii) cancel and terminate this Agreement and in such event all Earnest Money Deposit and interest thereon shall immediately be paid to Buyer.

(b) Default by Buyer. In the event any of Buyer's representations and warranties contained herein are untrue in any material respect, or if Buyer shall fail to timely perform any of its obligations, covenants or agreements contained herein in any material respect, then Seller may (i) specifically enforce this Agreement, (ii) pursue an action for recovery of its actual damages resulting from Buyer's default, (iii) cancel and terminate this Agreement, in which event all Earnest Money Deposit shall be paid immediately to Seller as liquidated damages, or (iv) pursue any other remedy available under applicable law.

(c) Attorneys Fees. In any action or litigation between Buyer and Seller as a result of default or failure to perform under this Agreement, the prevailing party shall be entitled to recover such reasonable attorneys fees and litigation costs as may be awarded by the Court.

14. Risk of Loss. In the event that prior to the Closing Date, all or any substantial portion of the Property shall be damaged by fire or other casualty, or condemned or taken by eminent domain by any governmental authority, then in any such event, Buyer shall have the right and option to elect within fifteen (15) days of the loss to terminate this Agreement whereupon the obligations of the parties hereto shall be null and void and Buyer shall receive the return of the Earnest Money Deposit. If Buyer does not elect to terminate under the preceding clause (i), then Seller at its expense shall either (x) repair the Property to its condition (as nearly as possible) prior to such casualty or condemnation and proceed to Closing, or (y) deliver to Buyer the net insurance proceeds or condemnation award, as the case may be, and proceed to Closing, whereupon any representation, warranty or covenant of Seller herein which would be untrue or inaccurate by reason of such damage or condemnation, shall be automatically conformed to be consistent with the extent of such damage or condemnation.

15. Miscellaneous.

(a) Diligent Efforts. Buyer and Seller, as applicable, shall use diligent efforts to cause the contingencies under Section 9 hereof to be satisfied.

(b) Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

(c) Confidentiality. Except as otherwise required by law, the parties each agree that they will keep confidential any information designated as such by the other or not otherwise publicly available which is derived from access, investigation or information furnished by either party in connection with this Agreement, including the negotiations conducted in connection herewith, and, if the transactions contemplated hereby are not consummated, will promptly return to the other all such information and will not thereafter use such information.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(f) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

(g) City Property Taxes: Buyer will be responsible to pay all property taxes. For 2026, 2027, 2028 tax years. The City will reimburse the Buyer for the City portion within thirty (30) days of receipt of payment.

(h) Effective Date. The date of the last execution of this Agreement by the applicable party shall be deemed to be the "Effective Date," and shall be inserted on page 1 hereto.

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

DATE: \_\_\_\_\_

By \_\_\_\_\_  
Name: City of Burlington

“SELLER”

DATE: 2/23/2026

By  \_\_\_\_\_  
Name: Derek Fromholtz DBA Fromholtz Metals

“BUYER”

DATE: 2/23/2026

By  \_\_\_\_\_  
Name: Ann Fromholtz DBA Fromholtz Metals

“BUYER”

## **Exhibit A**

Lots 24 through 39, inclusive Burlington Industrial Center 2nd Addition to the City of Burlington, Kit Carson County, Colorado; consisting of approximately 10 Acres, more or less.

**CITY OF BURLINGTON, COLORADO**

**RESOLUTION NO. 2026-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGTON, KIT CARSON COUNTY, COLORADO, AUTHORIZING THE SALE OF REAL PROPERTY DESCRIBED AS LOTS TWENTY-FOUR (24) THROUGH THIRTY-NINE (39), INCLUSIVE BURLINGTON INDUSTRIAL CENTER 2<sup>ND</sup> ADDITION TO THE CITY OF BURLINGTON, KIT CARSON COUNTY, COLORADO; CONSISTING OF APPROXIMATELY TEN (10) ACRES, MORE OR LESS.**

**WHEREAS**, the City of Burlington is a municipal corporation duly organized and operating as a home rule city pursuant to Article XX of the Constitution of the State of Colorado and its Home Rule Charter; and

**WHEREAS**, the City Council finds it in the best interest of the citizens of Burlington to sell certain real property for industrial purposes; and

**WHEREAS**, the property is addressed as Lots 24 through 39, inclusive Burlington Industrial Center 2nd Addition to the City of Burlington, Kit Carson County, Colorado; consisting of approximately 10 Acres, more or less; and

**WHEREAS**, the negotiated purchase price for said property is One Hundred Forty-Thousand Dollars (\$140,000.00).

**WHEREAS**, at their March 9, 2026, meeting, City Council, by majority vote, approved the Real Estate Purchase and Sale Agreement for the property described above.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, COLORADO:**

**Section 1. Authorization to Sell.** The City Council hereby authorizes the sale of real property legally described as: Lots 24 through 39, inclusive Burlington Industrial Center 2nd Addition to the City of Burlington, Kit Carson County, Colorado; consisting of approximately 10 Acres, more or less, for the total sum of One Hundred Forty-Thousand Dollars (\$140,000.00).

**Section 2. Execution of Documents.** Gregory J. Swiatkowski, in his capacity as Mayor of the City of Burlington, is hereby authorized to execute the Real Estate Purchase and Sale Agreement, closing statements, and any other legal instruments necessary to complete this transaction on behalf of the City of Burlington. Colorado.

**Section 3. Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** at Burlington, Colorado, this 9th day of March 2026.

CITY OF BURLINGTON

\_\_\_\_\_  
Gregory J. Swiatkowski, Mayor

ATTEST:

\_\_\_\_\_  
Georgia Gilley, City Clerk



415 15th Street \* PO Box 366 \* Burlington, CO 80807 \* Phone 719.346.8652  
[www.burlingtoncolo.com](http://www.burlingtoncolo.com)

March 9, 2026

**SUBJECT: CONGRESSIONALLY DIRECTED SPENDING (CDS) LETTER OF SUPPORT – CITY OF BURLINGTON, CO**

Dear Senator Hickenlooper:

The City of Burlington's (City) Council humbly requests the support of your Office to allocate Congressionally Directed Spending (CDS) towards the City's Wastewater Treatment Plant (WWTP) Project (Project). Since 2018, the City has had several discharge permit violations as a result of inadequate and aged treatment processes at the existing lagoon system. The proposed project will include improved primary treatment and the installation of a Sequencing Batch Reactor (SBR) in place of the existing wastewater lagoon system. The proposed Project will result in improved treatment to meet the City's existing discharge permit limits which will directly improve the environmental health of Sand Creek. The capacity of the new WWTP will also be designed to sustainably meet the future needs of the community, accounting for reasonable growth in the area over the next 20 years. The Project is finalizing design and permitting, and construction will commence in May 2026.

The City is the largest rural community within Kit Carson County, with a longstanding agricultural and ranching economy. Located on the I-70 freight corridor at the Kansas–Colorado border, the City experiences a significant transient population tied to the transport of agricultural goods, mineral fuels, and other commodities. The City qualifies as a disadvantaged community, with a 2025 median household income equal to just 65 percent of the State median. While the City has already increased water and wastewater user rates to help fund this critical project, further increases will be necessary to close the remaining funding gap, which would impose undue financial hardship on the local residents.

The City requests \$3,000,000 in CDS to fully bridge the Project's current funding gap for construction. The opinion of probable cost for construction of the Project is approximately \$14,800,000. The City applied for a Colorado Department of Public Health and Environment (CDPHE) State Revolving Fund (SRF) loan in January 2026 for \$13,000,000. The City also applied for a \$1,000,000 grant for construction from the Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) in February 2026. If awarded \$3,000,000 in CDS funds, the City's SRF loan could be reduced, which would significantly decrease the financial burden to the community.

The City Council fully supports this application for CDS funds, as it is the City's highest priority project. Your support of the Project will have a powerful impact on our community and create a lasting positive effect for the health of our environment.

Thank you for your consideration of this matter as clean water is the most basic and crucial of needs for a healthy and thriving community. Your help would also serve to bolster the local economy, something that cannot be measured in its positive effects for this rural community.

---

Greg Swiatkowski, Mayor  
City of Burlington

*"Building a Stronger Community for Tomorrow!"*



415 15th Street \* PO Box 366 \* Burlington, CO 80807 \* Phone 719.346.8652  
[www.burlingtoncolo.com](http://www.burlingtoncolo.com)

March 9, 2026

SUBJECT: CONGRESSIONALLY DIRECTED SPENDING (CDS) LETTER OF SUPPORT – CITY OF BURLINGTON, CO

Dear Senator Bennet:

The City of Burlington's (City) Council humbly requests the support of your Office to allocate Congressionally Directed Spending (CDS) towards the City's Wastewater Treatment Plant (WWTP) Project (Project). Since 2018, the City has had several discharge permit violations as a result of inadequate and aged treatment processes at the existing lagoon system. The proposed project will include improved primary treatment and the installation of a Sequencing Batch Reactor (SBR) in place of the existing wastewater lagoon system. The proposed Project will result in improved treatment to meet the City's existing discharge permit limits which will directly improve the environmental health of Sand Creek. The capacity of the new WWTP will also be designed to sustainably meet the future needs of the community, accounting for reasonable growth in the area over the next 20 years. The Project is finalizing design and permitting, and construction will commence in May 2026.

The City is the largest rural community within Kit Carson County, with a longstanding agricultural and ranching economy. Located on the I-70 freight corridor at the Kansas–Colorado border, the City experiences a significant transient population tied to the transport of agricultural goods, mineral fuels, and other commodities. The City qualifies as a disadvantaged community, with a 2025 median household income equal to just 65 percent of the State median. While the City has already increased water and wastewater user rates to help fund this critical project, further increases will be necessary to close the remaining funding gap, which would impose undue financial hardship on the local residents.

The City requests \$3,000,000 in CDS to fully bridge the Project's current funding gap for construction. The opinion of probable cost for construction of the Project is approximately \$14,800,000. The City applied for a Colorado Department of Public Health and Environment (CDPHE) State Revolving Fund (SRF) loan in January 2026 for \$13,000,000. The City also applied for a \$1,000,000 grant for construction from the Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) in February 2026. If awarded \$3,000,000 in CDS funds, the City's SRF loan could be reduced, which would significantly decrease the financial burden to the community.

The City Council fully supports this application for CDS funds, as it is the City's highest priority project. Your support of the Project will have a powerful impact on our community and create a lasting positive effect for the health of our environment.

Thank you for your consideration of this matter as clean water is the most basic and crucial of needs for a healthy and thriving community. Your help would also serve to bolster the local economy, something that cannot be measured in its positive effects for this rural community.

---

Greg Swiatkowski, Mayor  
City of Burlington

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415 15th Street \* PO Box 366 \* Burlington, CO 80807 \* Phone 719.346.8652 \* Fax 719.346.8397  
[www.burlingtoncolo.com](http://www.burlingtoncolo.com)

March 9, 2026

SUBJECT: COMMUNITY PROJECT FUNDING (CPF) LETTER OF SUPPORT – CITY OF BURLINGTON, CO

Dear Congresswoman Lauren Boebert:

The City of Burlington's (City) Council humbly requests the support of your Office to allocate Community Project Funding (CPF) towards the City's Wastewater Treatment Plant (WWTP) Project (Project). Since 2018, the City has had several discharge permit violations as a result of inadequate and aged treatment processes at the existing lagoon system. The proposed project will include improved primary treatment and the installation of a Sequencing Batch Reactor (SBR) in place of the existing wastewater lagoon system. The proposed Project will result in improved treatment to meet the City's existing discharge permit limits which will directly improve the environmental health of Sand Creek. The capacity of the new WWTP will also be designed to sustainably meet the future needs of the community, accounting for reasonable growth in the area over the next 20 years. The Project is finalizing design and permitting, and construction will commence in May 2026.

The City is the largest rural community within Kit Carson County, with a longstanding agricultural and ranching economy. Located on the I-70 freight corridor at the Kansas–Colorado border, the City experiences a significant transient population tied to the transport of agricultural goods, mineral fuels, and other commodities. The City qualifies as a disadvantaged community, with a 2025 median household income equal to just 65 percent of the State median. While the City has already increased water and wastewater user rates to help fund this critical project, further increases will be necessary to close the remaining funding gap, which would impose undue financial hardship on the local residents.

The City requests \$1,000,000 in CPF to fully bridge the Project's current funding gap for construction. The opinion of probable cost for construction of the Project is approximately \$14,800,000. The City applied for a Colorado Department of Public Health and Environment (CDPHE) State Revolving Fund (SRF) loan in January 2026 for \$13,000,000. The City also applied for a \$1,000,000 grant for construction from the Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) in February 2026. If awarded \$1,000,000 in CDS funds, the City's SRF loan could be reduced, which would significantly decrease the financial burden to the community.

The City Council fully supports this application for CPF funds, as it is the City's highest priority project. Your support of the Project will have a powerful impact on our community and create a lasting positive effect for the health of our environment.

Thank you for your consideration of this matter as clean water is the most basic and crucial of needs for a healthy and thriving community. Your help would also serve to bolster the local economy, something that cannot be measured in its positive effects for this rural community.

---

Greg Swiatkowski, Mayor  
City of Burlington

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## PROCLAMATION

### APRIL 2026 AS CHILD ABUSE PREVENTION & AWARENESS MONTH

WHEREAS, the children of the City of Burlington are our most valuable resource and represent the future of our community; and

WHEREAS, child abuse and neglect are significant public health issues that have long-term consequences for children, families, and the entire 13<sup>th</sup> Judicial District; and

WHEREAS, every child has a right to feel safe, protected, and supported in a home and community that fosters their health and well-being; and

WHEREAS, SARA House, serving as our regional Child Advocacy Center and Sexual Assault Resource Center, provides vital forensic interviewing, advocacy, and healing services to children and families impacted by abuse; and

WHEREAS, child abuse prevention is a community responsibility, and effective prevention programs succeed because of partnerships between local government, law enforcement, social services, and dedicated organizations like SARA House; and

WHEREAS, during the month of April, we recognize the importance of families and communities working together to prevent child abuse and neglect, and we commend the professionals and volunteers who work tirelessly to support survivors.

NOW, THEREFORE, I, Greg Swiatkowski, Mayor of the City of Burlington, Colorado, do hereby proclaim the month of April 2026 as:

### CHILD ABUSE PREVENTION & AWARENESS MONTH

In the City of Burlington and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families and prevent child abuse, thereby strengthening the community in which we live.

Given under my hand and seal of the  
City of Burlington, Colorado, this  
09<sup>th</sup> day of March 2026.

---

Gregory Swiatkowski, Mayor  
City of Burlington, Colorado



**COLORADO**  
Wildfire  
Resiliency  
Code Board

# 2025

# Colorado Wildfire Resiliency Code

01 June 2025



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**CWRC Version 1.0**

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# Attributions

## 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

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

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

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

## SECTION 102—APPLICABILITY

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103—CODE COMPLIANCE AGENCY

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

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

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

### SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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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.



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**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.



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## 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.

**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/m<sup>2</sup> 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/m<sup>2</sup> 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 ¼-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, ½-inch Type X drywall, 2-inch nominal dimension lumber, or 1 inch nominal fire-retardant-treated wood* or ¾ 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, ½-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 ¼ 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.



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**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.



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## Appendix B: CONSTRUCTION DOCUMENTS

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

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

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

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

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

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

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

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

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



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

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

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



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## Appendix C: INSPECTION AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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



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March 09, 2026

## City Administrator’s Summary Report

February 23-March 09, 2026

### Administration

- **2026 Budget**

At the December 2025 Council Meeting, Council formerly adopted the 2026 Budget and by ordinance appropriated the requisite funds to various departments for operating purposes for fiscal year 2026. Since the last meeting, the 2026 Budget Letter was drafted and signed by the Mayor for submittal purposes to the State. The entire 2026 budget along with supporting documentation and Budget Letter were downloaded to Colorado Department of Local Affairs. The budget was accepted and approved by the State as to compliance with Colorado Revised Statutes.

The budget, as presented, was balanced and included information regarding Burlington’s strategic Priorities for 2026 as outlined in the Capital Expenditures and Special Projects section of the budget. In future Council Meetings you will be kept apprised of status on each one of our capital projects. To recap, these projects include the following:

- Administration: 2026 Municipal Election with Ballot measure to increase Lodgers Tax  
Land Use Code Development  
Property Acquisition
- Parks and Recreation: GOCO Grant to improve Parmer Park experience and Court Resurfacing
- Pool: Pool Vacuum acquisition  
Fence Screening  
Structure over mechanical area
- Police: Replacement of Toughbooks (mobile Data Terminals)  
Acquisition of Firearms Simulator  
Ongoing Lease Payments of police vehicles
- Streets: 2025 Street Project completion  
2026 Street Project completion  
Ongoing Lease Payments for vehicles and equipment
- VA Clinic: Interior Remodel of portion of Clinic
- Old Town: Replacement of Flooring in Honor Hall,  
Replacement of Doors in Heritage Hall  
Replacement of doors at Barn  
Boardwalk Replacement
- Electric: Move South Electric Loop from Overhead to Underground  
Begin Meter Changeout – move to Radio Read  
Tree Trimming

	Ongoing lease payments for vehicles and equipment
Water/Sewer:	Design and Engineering of WWTF
	Secure Funding for WWTF
	Begin Construction of WWTF
	Continue upgrade of water meters
	Water Tower Maintenance
Airport:	Runway Sel Project
	Access Road Rebuild

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- **Municipal Election**

Georgia Gilley, our Municipal Clerk has put together a calendar of benchmarks with dates to meet for the upcoming election to be held April 7<sup>th</sup>. Council Candidate Petition Packets have been developed and are ready to be distributed. Reminder, there are 4 seats up for election (3-Four-year seats, 1-Two-year seat). Language for the Ballot issue was developed and reviewed as to form and compliance with state statute. A minor change was made with accompanying ordinance. Ordinance has been published in paper along with notice of public hearing. Public Hearing is required on ballot issue and will be held January 26<sup>th</sup> where we will receive feedback from public regarding the proposed increase to Lodger's Tax. Information garnered from the public hearing will be used to create mailing to all registered elector's within the city limits advising of the upcoming election and pro/con information. Other than City Staff present at the last Council Meeting, no member of the public was present to provide testimony at the Public Hearing regarding the Ballot Issue. The Ballot has been developed, approved to form, and sent out for printing. The public still has the opportunity to weigh in on this and provide written comments to the City. Comments are due by February 20<sup>th</sup>. Comments from both the Public Hearing and written comments are placed in the Written Notice of Election To Increase Taxes, developed by the City and mailed to all Registered Voters residing in the boundaries of the City. No comments, pro or con, were received by February 20<sup>th</sup>. Notices were finalized and mailed March 5<sup>th</sup>, prior to the March 06<sup>th</sup> deadline.

- **Land Use Code Development**

We have contracted with Bohanon Huston, Inc. of Englewood, Colorado, to assist in the development of and update of our Land Use Code with the development and adoption of an accompanying building code. A "kick-off" meeting was held February 5<sup>th</sup>, where Scope of Work was reviewed and project placed on a timeline. Process has begun and will be completed by year end. Project consists of for tasks:

Task 1: Comprehensive Plan Review and Existing Land Use Audit (Title 17 of the Municipal Code) – February and March

February 24<sup>th</sup> – Meeting to review existing code and discuss areas in need of update.

March 17<sup>th</sup> – status review meeting- 9:00 AM

Task 2: Draft Land Use Code – March – August

Task 3: Building Code Recommendations – April – July

Task 4: Review and Adoption – September – December

Monthly status meetings will be held with several onsite visits and council presentations will occur.

- **Sale of Property**

In October 2025, the city was approached by Derek and Ann Fromholtz (DBA Fromholtz Metals) regarding interest in the purchase of approximately 10 acres of land in the for the placement of a metal recycle facility. At that time we began the process of determining where this could potentially be located to meet their needs and requirements. Lots 24 through 39, inclusive Burlington Industrial Center 2<sup>nd</sup> Addition to the city of Burlington was identified as 10 acres, give or take. Fromholtz Metals offered \$140,000 for the property. A Real estate purchase agreement was developed by the City Attorney's Office. The agreement has been agreed to and signed by Fromholtz Metals and is before council tonight for Mayor's Signature. A Resolution has also been developed authorizing the sale of this property to Fromholtz Metals.

- **Park and Recreation**

Burlington is the recipient of GOCO Grant to improve and update Parmer Park and to rebuild our basketball/tennis court facility. The award is \$750.00 and will be awarded once the contract is signed and in place. We have ongoing weekly meetings to ensure our project stays on track and I will provide you all with a timeline as the project continues to move forward. We have been working with vendor's over the past couple of weeks to schedule work that needs to be done.

**GOCO Project Scope of Work**

Toddler Playground and Universal Playground Improvements (Parmer Park): Material lead time 12-14 weeks with 7-10 day install. Material has been ordered and we hope to schedule work for a start time of early July. (Summit Recreation). Work will begin after July 4<sup>th</sup>, with complete install by end of July – confirmed.

Replacement of Rubber Mulch (all – Parmer Park): Rubber mulch will be replaced with EWF (Eco-Friendly Wood) product 2 week lead time, work to be performed in conjunction of placement of Toddler Playground. (Summit Recreation)

Modular Pump Track (placed between Pickleball Courts and Parmer Park): Asphalt will be placed prior to install and will be performed as part of the 2026 Street Improvement Project. Pump Track will be placed on New Asphalt, and has a lead time of 12-16 weeks. Install 7-10 days, and will be completed in conjunction of placement of Toddler Playground. (Summit Recreation)

Basketball and Tennis Court Renovation (East of Pickleball Courts): Material Lead time 2-4 weeks. Can be scheduled for an early Spring application (weather dependent), 2 week process to base, apply surface, replace backboards and posts, replace tennis nets and posts, purchase benches. Work has been scheduled and confirmed to begin first week of May.

Along with the benches ordered for the Tennis/Basketball courts, 4 additional benches and 4 tables were ordered for the pickleball courts. Install will take place first week of May.

- **2026 Street Project**

As all are aware, our 2025 Street Project was not completed due to colder weather moving in. In December, we had a warm spell where Bettis Asphalt was able to come and asphalt Rose Pony Way. This reduces our 2025 street project still needed to be completed in 2026, and to be performed in conjunction with the 2026 Street Project.

Design and Engineered drawings have been submitted by Basis Partners for the 2026 Street project and bid specifications have been developed for the 2026 project. Requests for bids have been published on line and in the Record. Bids are due February 6<sup>th</sup>. Our goal remains to start April/May again depending on weather outlook, and we will continue to dialogue on a regular basis with Bettis Asphalt to ensure the earliest start possible.

Remaining to complete in the 2025 Project is the following:

- Resurface Fay Street – Mike Lounge Drive East to 15<sup>th</sup> Street
- Resurface Mike Lounge Drive – Rose Avenue South to Ben Street

2026 Street Project will include the following:

- Resurface Fay Street from 15<sup>th</sup> Street to 14<sup>th</sup> Street to include curb and gutter replacement where needed.
- Resurface 14<sup>th</sup> Street from Rose Avenue to Fay Street to include curb and gutter replacement where needed.
- Resurface the entire length of Ben Street to include curb and gutter replacement where needed.
- Resurface Martin Street from 8<sup>th</sup> Street to Main Street to include curb and gutter replacement where needed.

Bids were posted on line and in paper. Bids were due February 6, 2026 at 2:PM. Received 2 bids for Concrete only, and 1 bid for Asphalt only. Review of bids will take place with Council on February 9, 2026.

At the February 9<sup>th</sup> meeting, Council awarded the concrete bid to Aeschliman Construction, LLC of Burlington, and the asphalt bid to Bettis Asphalt and Construction, Inc. of Kansas/Colorado. Successful bidders were notified Tuesday, February 10.

Concrete work has begun with the removal of curb and gutter in affected areas and will install new once formed. Concrete work has been completed on Ben Street, Fay Street and has begun on Martin. As long as weather holds, all concrete work will be done before the end of March.

Asphalt work is scheduled to begin March 9<sup>th</sup>, and should be completed by April 1<sup>st</sup>.

- **Wastewater Treatment Facility**

A Special Meeting was held December 17<sup>th</sup> at the Community Center for a Public Hearing to discuss and inform the community regarding the funding and construction of a new Wastewater Treatment Facility. The new facility will be at the current site and moves Burlington from an antiquated evaporative lagoon system to a mechanical system with a sequential batch reactor. JVA is our design and environmental engineers on this project and facilitated the public meeting. Although very little public attendance, the meeting was informative and started the time clock on seeking funding and getting this project under construction.

Since the meeting, on January 5th JVA, with staff input, completed and submitted a loan application to the State Revolving Fund. Our application was accepted and is currently under review. We are also working with the Department of Local Affairs to submit an EIAF Tier II grant for \$1Million to offset constructions costs. This grant opens January 12<sup>th</sup> and Closes February 13<sup>th</sup> and is currently in the draft process. We will continue to meet weekly with JVA as we continue to finalize our planning and engineering of the new WWTF and to assist with completion of the EIAF grant. Grant application requires council approval seeking funding.

Once a loan is approved, we head into the procurement stage and preconstruction stage. If all goes as planned, and we receive funding from DOLA we may be ready to award bids late spring/early summer (no guarantees yet), and head into procurement/construction (Phase 3 of our project – May 2026).

Since we met last on January 26<sup>th</sup>, we have been notified by Colorado Water Power Authority along with Colorado Public Health and Environment acting with the State Revolving Fund that we are eligible for a \$300,000 loan for Engineering and Design work for our project. This loan will be 100% principle forgiveness as long as our requests go to pay for design and engineering purposes, and is retroactive for work already performed. Good news here,

On March 3<sup>rd</sup>, a mandatory CMAR's, Pre-Proposal Meetings was held. Eight qualified bidders showed and were able to ask questions regarding the project, and walk the site. CMAR Bid proposals are due March 24<sup>th</sup>.

On March 4<sup>th</sup>, I was notified by Colorado Water Resources and Power Development Authority that our loan application has been reviewed and they are recommending approval by the full board at the March 6<sup>th</sup> meeting where I need to be present to give testimony and answer any questions the Board had. The loan was approved for \$13 million, and looks as follows:

\$4.5 million – Direct Loan, available once construction begins

    \$1.5 Million principal forgiveness

    20 year at 2.5% interest

\$8.5 million – Leveraged Loan, available November when bonding can be secured

    20 year at 4% interest

As you know we have also applied for a \$1 million DOLA EIAF Tier II grant and Congressional Directed Spending grant to close the gap on this project. Once we get real costs for the project at the completion of the CMAR's process we will really be able to hone in on final project costs. (Reinder that estimated project costs contain a 20% contingency, that through the CMAR,s process can be reduced by at least 10%).

As of today, we have completed 90% design on our project, of which we will seek principle forgiveness from the above mentioned loan. On Friday, February 6<sup>th</sup>, City staff met with JVA to review facility drawings and specifications. We also discussed next steps and the upcoming CMARs process (Construction Manager of Risk). Our upcoming Schedule looks as follows: (As long as

February 13, 2026	DOLA Tier II Grant Deadline - <b>COMPLETED</b>
February 24, 2026	Advertise for CMAR Process - <b>COMPLETED</b>
March 3, 2026	CMAR Pre-Proposal Meeting (Burlington Community Center), 10:00 A.M. – <b>COMPLETED</b>
March 6, 2026	Colorado Water Resources and Power Development Authority Loan – <b>APPROVED</b>
March 24, 2026	CMAR Proposals Due
March 31, 2026	Select CMAR
April-May 2026	Final Design
May 2026	DOLA Notification of Awards
June 2026	Commence Construction

- **Electric – Move South Loop from Overhead to Underground**

This project has been in the planning and procurement stage for the last two years. Early in 2026, once bid specifications have been developed, the project will be put out to bid. We hope to contract with a qualified entity to perform the work by springtime and to be in process by early summer. This project will move our overhead line that runs along the South side of I-70 to an underground application, protecting this highly exposed line from high winds, snow and ice, and other hazards that disrupt providing energy to our consumers. As this is being placed underground, another distribution line will be added, in essence allowing us to split the line to North and South of the interstate users.

Upcoming Dates:

Release to bid February 9<sup>th</sup>

Pre-bid meeting week of February 23<sup>rd</sup>

6 companies in attendance for Q&A and walk through of area

Bids due March 9<sup>th</sup>

Contract award by March 16<sup>th</sup>

Construction Start by April 23<sup>rd</sup>

- **Utility Rates – Muniworth/Waterworth**

Mike, Georgia, and I are working with Muniworth a company that assists local government with long term financial planning in their utilities. Specifically, performing rate studies based on capital planning, debt services, and environmental factors that we are faced with. The data coming from their platform may be used to perform rate studies in-house that are needed for continued improvement of our utilities. The rates are developed by that independent third party, lending more credence to the utility need. Administratively, the Muniworth platform will assist with long range planning and budget development. More to come on this as the year moves forward.

We have provided them with operating expenses and audited totals for both Water/Wastewater and Electric for years 2023 – 2025

2026 budget numbers

5 year capital plan and upcoming project projections

- **Airport – Access Road and Pavement Maintenance**

The airport projects are currently in the planning and funding stages and include the access road reconstruction and realignment to improve existing asphalt, currently in poor condition, and creating improved access to hangars and parking. The Pavement maintenance project is to re-seal the runway, a process that is scheduled every 5 years or so.

Grants are applied for funding purposes:

**Pavement Maintenance**

FAA – Federal Funding	\$300,000	
State – CDOT Funding	\$ 7,894	
Local Match – City/County	<u>\$ 7,984</u>	(split between City and County)
TOTAL	\$315,788	

**Access Road**

FAA – Federal Funding	\$161,476	
State – CDOT Funding	\$ 4,249	
Local Match – City/County	\$ 4,249	(split between City and County)
Additional Local Match-City/County	\$ 66,666	(split between City and County)
Other State Funding – CDOT	<u>\$600,000</u>	
TOTAL	836,640	

**Total Funding – Both Projects**

Federal Funding	\$461,476
State Funding	\$612,143
City Funding	\$ 39,405
County Funding	<u>\$ 39,405</u>
TOTAL	\$1,152,429

## Intergovernmental/Upcoming Events

- Public Works Planning Meeting – Monday’s 7:00 AM
- Management Team Meeting – Wednesday’s 2:00 P.M.
- February 20, 2026, CML Policy Meeting – Virtual
- JVA Meetings – WWTF Funding with DOLA and additional Grant Opportunities
  - March 3, 2026 CMARs pre-proposal meeting, Community Center, 10:00
  - March 24, 2026 CMAR proposals due
  - March 31, 2026 CMAR selection
- February 24, 2026 – Bohannon Huston – Issues and Opportunities
- February 24, 2026, Atwell Pre-Bid meeting, South Loop to Underground, Community Center 11:00 AM
- February 25, 2026 - GOCO Grant – equipment acquisition and design, other funding sources
- March 4, 2026 – Meet with Commissioners – Letter of support – CDS
  - Letter of Support – CDS
  - Colorado Wildlife Resiliency Code
- March 5, 2026 – Christine Fischer – GOCO Grant – Site visit with Summit Recreation
- March 6, 2026 – Colorado Water Resources and Power Development Authority Meeting – Loan Approval
- March 9, 2026 – CDOT Meeting in Akron
- March 09, 2026, City Council Meeting, Community Center, 6:30 PM
  - Land Sale Agreement and Resolution
  - CDS Letters
  - Proclamation – April as Child Abuse Prevention and Awareness Month
  - 2025 Colorado Wildfire Resiliency Code
- March 10, 2026, Housing Authority Meeting, Autumn Park, 12:00
- March 17, 2026, Virtual meeting with Muniworth – Baseline meeting
- March 30, 2026, City Council Meeting, Community Center, 6:30 PM

# Public Works Report 3-9-2026

## Electric Department

Was able to get two poles changed out that were leaning severely. Had an emergency pole change out due to a vehicle colliding with a pole on the south end of Bonny Drive. Power was restored after about 5 hours. Assisted with trimming trees at Parmer Park.

## Park Department

Trimmed trees at Parmer Park in preparation for the paving project. Branches were too low for the paving equipment to get under. Preparing parks for upcoming season.

## Street Department

Sweeping operations continue. Hauled trash and branches to the landfill. Assisted with contractors with the removal of curb and gutter slated for replacement. Assisted with tree trimming. Assisted the electric department with the emergency pole replacement.

## Water / Wastewater Department

Had multiple engineering locates for the property across from Sinclair. First of month samples for both water and wastewater. Making preparations for new taps on the west side of town and a replacement of a water tap at the elementary school before new asphalt is placed.



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To: City Council members  
From: Georgia Gilley, City Clerk  
Date: March 9, 2026

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**Election status**

We are on track with the municipal election calendar.

Completed last week:

- ✓ Mailed out TABOR Notice of Election letters March 4.
- ✓ Posted Notice of Election at City Hall.
- ✓ Began confirming election judges.
- ✓ Sent Notice of Election to newspaper for printing 3 times.
- ✓ Submitted article to newspaper regarding TABOR ballot issue that mirrored the letter mailed out March 4.

Next few steps:

- Preparing to mail out Absentee Voter ballots.
- Will post notice of election along with TABOR ballot issue at post office, activities building, online, notice of, appointing election judges, etc.
- Finish finding election judges.
- Submit an election article to the newspaper to inform voters of the election.