

***THE FEBRUARY 12, 2019 COUNCIL PACKET MAY BE VIEWED  
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS  
WORK SESSION MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
FEBRUARY 12, 2019  
5:00PM**

Agenda Item #1: Eco-Cycle Letter of Support Regarding Recycling 5:00pm

Agenda Item #2: Department Director Project Updates 5:15pm

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
FEBRUARY 12, 2019  
7:00PM**

**STARTING TIMES INDICATED FOR AGENDA ITEMS ARE ESTIMATES ONLY AND  
MAY CHANGE**

**Call to Order:** Gary Wilkinson, Mayor

**Roll Call:** Gary Wilkinson, Jessica Burley, Daniel Fallon, Rick Ihnken, Hunter Mortensen, Deborah Shaner, and Melissa Sherburne

**Public Comments:** Citizens making comments during Public Comments or Public Hearings should state their names and addresses for the record, be topic-specific, and limit comments to no longer than three minutes.

NO COUNCIL ACTION IS TAKEN ON PUBLIC COMMENTS. COUNCIL WILL TAKE ALL COMMENTS UNDER ADVISEMENT AND IF A COUNCIL RESPONSE IS APPROPRIATE THE INDIVIDUAL MAKING THE COMMENT WILL RECEIVE A FORMAL RESPONSE FROM THE TOWN AT A LATER DATE.

**Mayor and Council Comments:**

**Staff Updates:**

**Consent Agenda:**

Minutes January 22, 2019 Meeting  
Uncle John's Fruit Stand Concessionaire Agreement  
NWCCOG / Project THOR - Conflict Waiver

### **New Business:**

Agenda Item #1: Resolution 19-08, Earthwork Construction Contract Agreement for the "Big Dig", STAFF: TOM HOGEMAN 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: First Reading, Ordinance 19-03, an Ordinance Amending Chapter 87 of the Code of Ordinances of the Town of Frisco, Concerning Excavations, by Amending Sections 87-5, Concerning Fees and Bonds; 87-6, Concerning Time and Area Limitations for Street Obstructions; 87-7 Concerning Performance Requirements; 87-8, Concerning Safety Measures; 87-10, Concerning Cuts and Backfill; 87-14 Concerning the Duty to Inform the Town Manager; 87-15, Concerning Conditions for the Issuance of Permits; and 87-19, Concerning Emergencies STAFF: ADDISON CANINO 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #3: Resolution 19-07, Street Design Criteria STAFF: ADDISON CANINO 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

### **Old Business:**

Agenda Item #4: Second Reading, Ordinance 19-02, an Ordinance Amending Chapter 171 of the Code of Ordinances of the Town of Frisco, Concerning Water, by Amending Subsection 171-5.C, Concerning Water System Extensions, 171-11.A, Concerning the Adoption of Water Rates and Charges; 171-11D, Concerning Charges Related to the Tapping of Water Mains; 171-22.A, Concerning Phase 2 Mandatory Water Use Restrictions; 171-23.A, Concerning Phase 3 Mandatory Water Use Restrictions; and 171-24.A Concerning Phase 4 Mandatory Water Use Restrictions STAFF: JEFF GOBLE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

### **Executive Session:**

Agenda Item #5: Executive Session Pursuant to C.R.S. 24-6-402(4) (f), Personnel Matters Concerning Town Manager Performance Evaluations

### **Adjourn:**



---

MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: NANCY KERRY, TOWN MANAGER**  
**RE: ECO-CYCLE LETTER OF SUPPORT REGARDING RECYCLING**  
**DATE: FEBRUARY 12, 2019**

**Summary:** At the request of a Council member, the attached letter regarding recycling strategies will be discussed to determine whether there is Council support to send a letter of support to Governor Polis.

**Background:** Randy Moorman of Eco-Cycle has requested that local government officials sign a letter of support asking Governor Polis to take steps to improve the state's recycling. Colorado is far behind other states when it comes to recycling. Eco-Cycle has indicated that Colorado only recycles 12% of our waste compared to the national average of 34%. Eco-Cycle and the state's leading organization on recycling, Recycle Colorado (formerly Colorado Association for Recycling) firmly believe it is going to take leadership at the top to turn the state around and make Colorado a national leader. Recycling creates jobs in Colorado and fights climate change. They have drafted a letter for mayors, city council members and county commissioners to sign to be sent to Governor Polis asking for his leadership on this important issue.

February 12, 2019

## Recommendations to Improve Colorado's Recycling Rate

Dear Governor Polis,

As mayors, city council members and county commissioners, we are asking you to make recycling a priority for your new administration. We are concerned that Colorado lags behind other states with a 12% recycling rate compared to the national average of 35%. A recent report by Eco-Cycle and the Colorado Public Interest Research Group (CoPIRG), *The State of Recycling in Colorado, 2018* made four recommendations we would like you to consider:

- Appoint a statewide Recycling Coordinator.
- Launch a Recycling Market Development Initiative to attract and expand recycling businesses.
- Create a statewide Waste Diversion Funding Task Force to study and recommend ways to increase funding and technical assistance for reduction, reuse, recycling and remanufacturing.
- Lead by example by expanding recycling and composting at state agencies, purchasing compost for state projects, and setting recycling goals for state construction projects.

Now is the time to invest in growing our recycling economy. China has raised its standards for accepting materials to be recycled and this has created an upheaval in the global recycling market. Colorado can capitalize on the need for an alternative to China for recycled materials by attracting end market users and entrepreneurs to our state. We also need to guarantee to these businesses that they can get the feedstock they need to be successful, which means we need to improve our collection programs for both residential and commercial sectors.

Recycling, composting and reducing waste are one of the fastest, easiest and cost effective climate action strategies we can adopt today to reduce greenhouse gas emissions immediately. Recycling and reuse saves energy used to make new items. Composting keeps organics out of the landfill, reducing methane emissions and, according to recent studies in Marin County, California, pulls increased carbon out of the atmosphere when used to improve local soil health.

We need your leadership. We are eager to work with you to attract end market users to our state, as well as improve our local recycling and composting efforts. Our communities are ready to grow our local economies with new recycling businesses and jobs, and also to reduce our carbon footprint. We are asking you to lead on this important issue and help our communities with both financial and technical assistance, and by devoting dedicated staff, resources and finances at the state level to make significant progress. The above steps outlined in *The State of Recycling in Colorado 2018* report will help us get there.

Thank you. We look forward to working with you on this important issue.

Sincerely,

Gary Wilkinson  
Mayor  
Town of Frisco





## MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR  
**RE:** MARKETING AND EVENTS DEPARTMENT STAFF REPORT  
**DATE:** FEBRUARY 12, 2019

**Public Information:** Brodie Boilard, the Town's Public Information Officer (PIO), and Vanessa Agee worked with the Frisco Police Department, the Summit County Sheriff's Office PIO and the District Attorney's office to provide information to the media during the officer involved shooting in January. The primary communications goal was to provide timely information that was accurate and did not compromise the investigation. Brodie and Vanessa worked closely with Chief Wickman to verify accuracy of information, while writing a media release, which was distributed on the night of the incident; and a single contact for the media (Vanessa) was designated that night.

The following day Brodie and Vanessa worked with Chief Wickman and the DA's office to assure that the DA's release was accurate, and at that point, the DA's office became the primary contact for all media inquiries regarding this incident. There was immediate coverage on all 4 Denver news stations and in the Denver Post with later follow up pieces on Channel 9, in Westword and on NPR.

**Destination Public Relations:** Winter coverage has been strong as a result of hosting journalists both last winter and this winter; of partnering with Copper Mountain on media opportunities; and of strategically pitching stories with Frisco's PR company with a focus on California and Texas destination visitors.

- Channel 4 (with an average reach of 324,00 viewers) covered Frisco five times in January
  - Two pieces on Spontaneous Combustion- [January 3](#) and [January 26](#)
  - Team Frisco at the International Children's Games coverage on [January 15](#)
  - Martin Luther King Weekend coverage on [January 21](#)
  - Camp Forget Me Not coverage at the Frisco Nordic Center on [January 27](#)
- Channel 7 covered Spontaneous Combustion on [January 3](#), and we provided them with video footage on the night of Spontaneous Combustion upon their request.
- 10 Mile Music Hall was featured in the [winter issue of Colorado Meetings + Events](#), due to story pitching by the Town's PR firm. Colorado Meetings + Events magazine provides

corporate and independent meeting and event planners with a regional resource to help them plan more productive, interesting and creative meetings and events in Colorado, and keeps them up to date on regional and national industry information. Circulation is 16,000.

- Frisco Nordic Center's snowshoe dinners were included in a story on 5280.com, titled "[5 Incredible Snowshoe Adventures](#)". 5280.com reaches 174,640 unique monthly visitors.
- The Austin American Statesman featured a story on Copper and Frisco in their [Sunday, January 7, 2019 print edition](#) and [online](#). This is the second time in 1 ½ months that Frisco has been featured in this publication due to hosting the journalist in early 2018. The website gets 430,946 unique monthly visitors, and the print edition has a daily circulation of 85,000.
- CO Yoga + Life published [an article on winter wellness](#) in Frisco. CO Yoga + Life covers everything related to a healthy and happy lifestyle in Colorado. The publication's website reaches 2,000 unique monthly visitors.
- In January, the [Daily Blast Live](#), a nationally syndicated show based in Denver (airs on 50+ stations nationally), returned with host [Brandon London](#) (former NFL player and Super Bowl winner), to film a segment on [skate skiing](#) and one on [tubing](#). The Daily Blast did two pieces on Frisco in November 2018 as well.
- Annelise McAuliffe's article on Frisco's snowshoe dinners and Copper's Moonlight Dine + Ski appeared in Honest Cooking. The article highlights both offerings as "[Favorite Dining Events in Colorado Happening Now.](#)" Honest Cooking is an international online culinary magazine that covers cooking, baking, recipes, food news and culinary travel. Their website reaches 725,270 unique monthly visitors.
- The San Diego Union-Tribune published an article about Copper and Frisco [online on January 31](#) and [in print on February 3, 2019](#). This is a result of hosting freelance writer Marlise Kast-Myers and her photographer husband who wrote about their mountain experience in this cover page feature. The San Diego Union-Tribune is a daily newspaper with a print circulation of 157,287 and 493,406 unique visitors per month online.

**Social Media** - The Town of Frisco took over the Colorado Tourism Office's [VisitColorado](#) Instagram account, which has 141,000 followers, from December 21-27, 2018. Frisco staff posted 12 times, which resulted in 36,701 engagements with Frisco posts through liking, video views and commenting. Posts included three videos, which were produced specifically for this takeover and Frisco's main Facebook page, celebrating the holiday season. This is a free opportunity made available by the Colorado Tourism Office.

**Bottle Project** - 125 people took the Frisco bottle pledge in January 2019 at the Frisco/Copper Visitor Information Center and received a Frisco "we drink it first" reusable water bottle to use during their stay and at home. Also, an elementary teacher in Colorado Springs reached out to staff to let them know that she signed the pledge, while she was here visiting her parents in Frisco, and that she was using Frisco's pledge to teach her 4<sup>th</sup> grade class about the impact of single use water bottles. Frisco provided a special assist by gifting her class with 60 Frisco water bottles.

## **Special Events:**

**Spontaneous Combustion** - Spontaneous Combustion on January 26, 2019 saw crowds similar to last year with the Summit Nordic Ski Club seeing a 28% increase in food and drink sales compared to 2018. The expanded tent set up likely reduced lines, making sales easier, and the DJ (new this year) appeared to keep participants more engaged and at the event longer. The fireworks display was augmented with fireworks left over from the cancelled 2018 July 4<sup>th</sup> display. Although the Summit Nordic Ski Club race schedule presents some constraints around scheduling, everyone involved in this event will work diligently to try to avoid scheduling Spontaneous Combustion on the same weekend as Breckenridge's Snow Sculpture event going forward.

**BBQ** - Colorado BBQ Challenge competitor and vendor registration opened on January 2, 2019 at 9:00 am, and the non-selling competitor category sold out in minutes. Other vendor categories are seeing healthy registration numbers.

**Non-Profit Partners** - Non-profit summer [event partner applications](#) were released in January, and the deadline for submission was on February 4. Twelve non-profits applied for nine Concert in the Park opportunities, which was more than in past years.

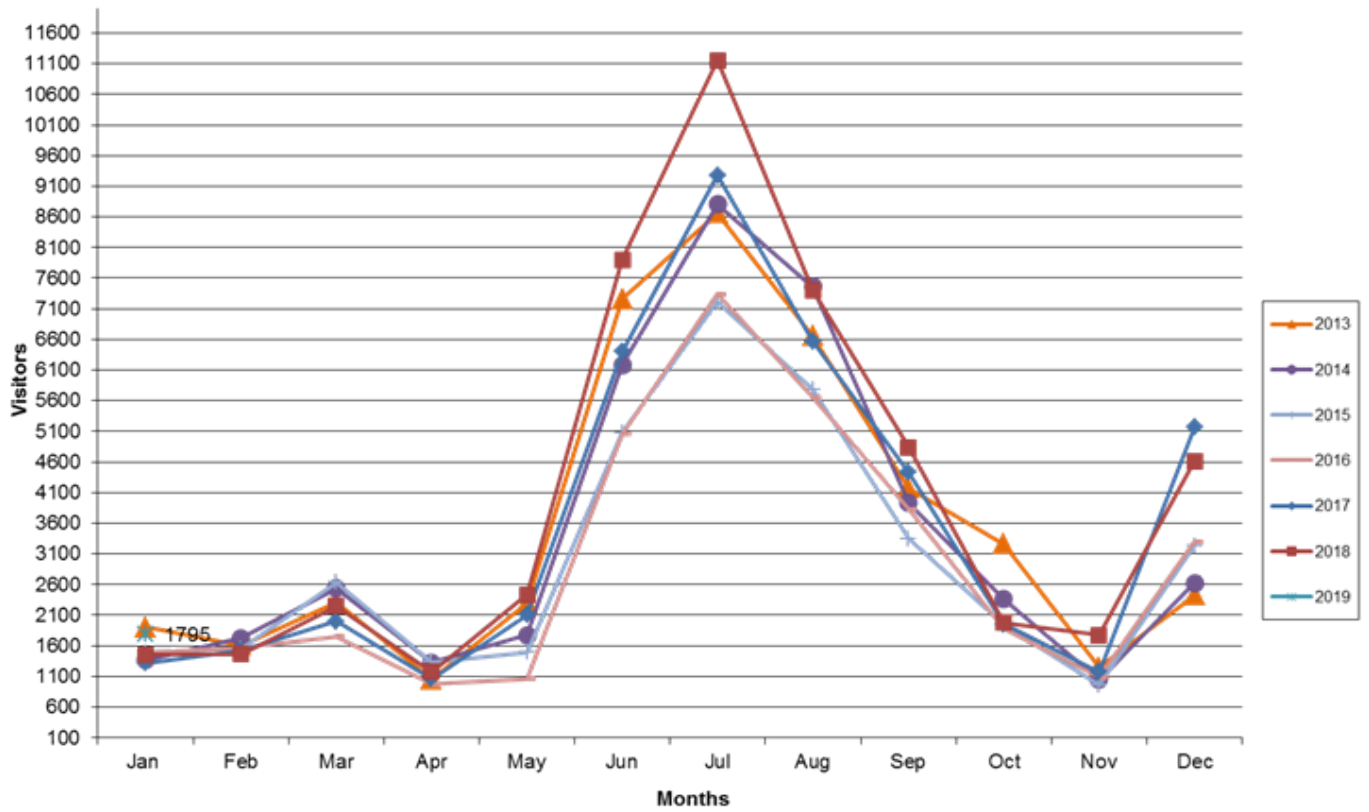
## **Frisco/Copper Visitor Information Center:**

**2018 Sets a Record** - There were 48,442 visitors to the Frisco/Copper Visitor Information Center in 2018. That is a new record for the Information Center and a 12% increase over 2017. The second highest visitation at the Center was in 2011 at 46,366.

## **Visitor numbers for January 2019**

- The Information Center saw 1,795 visitors in January 2019 (1,455 in January 2018).
- The Information Center answered 301 phone calls in January 2019 (239 in January 2018).
- Public computer use- 38 in January 2019 (40 in January 2018)
- Restroom usage
  - Men's restroom usage January 1-31, 2019: 1,844
  - Women's restroom usage January 1-31, 2019: 1,837
- The Information Center staff has been covering employee breaks and lunches at the Frisco Historic Park and Museum, as needed.
- Guest comment highlights: "Great water bottle pledge", "Great services", "Thank you for the great information", "Frisco is our fav quick stop", "Can't wait to come back", "Super"

Walk in Visitors 2013-2019



Report Criteria:

Business.License status = "Active"  
Business.Year opened = "January 2019"  
Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	ABSKICO LLC	Stevenson, Brian and Andrea	715 South 5th Avenue	Frisco	303-601-9822	Vacation Rentals
In	Ashley Dear	Hoppe, Ashley	406 Galena Alley	Frisco	702-575-7177	Retail - General
In	Cornerstone Real Estate	Brueggemeier, Ray	60A Main Street	Frisco	970-513-8200	Realty
In	IFSA	Bonaker, Peter	1503 Point Drive C201	Frisco	720-425-2055	Vacation Rentals
In	Jiboia Society	Cuomo, Douglas	842 North Summit Boulevard #29	Frisco	857-600-0948	Retail - Clothing
In	JP Oils LLC	ReQua, Polly	310 Main Street	Frisco	303-717-5853	Retail - General
In	Krishna Pradhan	Pradhan, Krishna	416 Granite Street Unit C	Frisco	303-220-0183	Vacation Rentals
In	Linscombe Vacation Properties	Lindscombe Vacation Properties	318 South 8th Avenue Unit P-1	Frisco	719-205-9498	Vacation Rentals
In	Moving Waters	Campton, Christian & Christy	403 Pitkin Street	Frisco	970-390-3536	Vacation Rentals
In	Murphy Frisco Condo	Murphy, Dennis and Deborah	1630 Lakeview Terrace #C203	Frisco	772-321-3606	Vacation Rentals
In	Pollard Mountainside Duplex	Pollard, Kevin	644 McKees Way	Frisco	402-239-8403	Vacation Rentals
In	Summit Voyage	Gao, Lei	842 North Summit Boulevard #14	Frisco	970-455-8857	Vacation Rentals
In	The Steadman Clinic PLLC	The Steadman Clinic	226 Lusher Court Ste 103 & 201	Frisco	970-476-1100	Services
In	Virginia and Jeffrey Newlin	Newlin, Virginia and Jeffrey	111 Lupine Lane	Frisco	706-951-0672	Vacation Rentals
Out	111 MPW LLC	Cole, David	111 Mountain Poppy Way	Breckenridge	303-905-2775	Vacation Rentals
Out	Abatement Technologies	Abatement Technologies	605 Satellite Boulevard Suite 300	Suwanee	678-889-4200	Retail - HomeImprove
Out	Amazon Digital Services	Amazon Digital Services	PO Box 81207	Seattle	206-266-8365	Retail - Gifts
Out	American Teleconferencing Serv	American Teleconferencing Services	2300 Lakeview Pkwy Suite 300	Alpharetta	770-325-2674	Retail - Office
Out	Audible	Audible	PO Box 81207	Seattle	206-266-8365	Retail - Gifts
Out	Bare Necessities	BareWeb	90 Northfield Avenue	Edison	479-277-1182	Retail - Clothing
Out	Beacon Sales Acquisition	Nowicki, Joe	505 Huntmar Park Drive 300	Herndon	571-323-3939	Retail - HomeImprove
Out	BMC	BMC West	8020 Arco Corporate Dr #400	Raleigh	208-331-4338	Retail - HomeImprove
Out	Bud K World Wide	Kadel, Clint	475 US Hwy 319 S	Moultrie	229-985-1667	Retail - Gifts
Out	Carl Zeiss Meditec	Carl Zeiss Meditec	5160 Hacienda Drive	Dublin	914-681-7389	Retail - Clothing
Out	Comcast of Colorado IX	Comcast	1701 John F Kennedy Blvd, Floor	Philadelphia	215-286-7940	Utility
Out	Dash Medical Gloves	Dash Medical Gloves	9635 South Franklin Drive	Franklin	407-260-1011	Retail - Office
Out	EasTex Tower	EasTex Tower	7345 Templeton Gap Road	Colorado Springs	719-632-8822	Utility
Out	Emerson Ecologies	Purcell, Kevin	1230 Elm Street Ste 301	Manchester	603-656-9778	Retail - General
Out	ETS-Lindgren	ETS-Lindgren	1301 Arrow Point Drive	Cedar Park	512-531-6400	Retail - Office
Out	Financial Services Vehicle Trust	Financial Services Vehicle Trust	300 Chestnut Ridge Road	Woodcliff Lake	201-307-3662	Retail - Automotive
Out	Fodor Billiards	Fodor, William	5959 North Academy Boulevard	Colorado Springs	719-598-4611	Retail - Furnishings
Out	Freeman Signs	Peters, Jeff	3883 Monaco Pkwy	Denver	303-781-0106	Retail - HomeImprove
Out	Google	Hutchinson, Tom	1600 Amphitheatre Parkway	Mountain View	312-348-4888	Retail - Office
Out	Instacart	Mehta, Apoorva	50 Beale Street 6th Floor	San Francisco	415-463-1722	Retail - General
Out	Lenertz Industrial Supply Co	Lenertz, Richard and Susan	725 Ventura Street	Aurora	303-393-2644	Retail - General
Out	Mitchel Repair Info. Co. LC	Mitchell Repair Info. Co. LLC	14145 Danielson Street	Poway	858-391-5000	Retail - Automotive

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
Out	Monat Global Corp.	Monat Global Corp.	3470 NW 82nd Ave Suite 910	Doral	786-264-4899	Health/Beauty
Out	Oldcastle Infrastructure	Oldcastke Infrastructure	1002 15th SW, Ste 110	Auburn	253-876-2625	Retail - HomeImprove
Out	OutRun Diabetes.org	Masiuk, Doug				Non-Profit
Out	Sky Run Summit	Sky Run Summit	154 Wheeler Place	Copper Mountain	970-300-1817	Vacation Rentals
Out	Summit Flooring Source	Lee, Matthew	7216 Ryan Gulch Road	Silverthorne	970-389-4944	Retail - HomeImprove
Out	SunBasket	SunBasket	5215 Hellyer Avenue Ste. 250	San Jose	318-429-7581	Retail - General
Out	Tandy Leather Company	Tandy Leather Company	1900 SE Loop 820	Fort Worth	817-872-3200	Retail - Arts/Crafts
Out	Tec Laboratories	Tec Laboratories	7100 Tec Labs Way SW	Albany	514-918-4132	Retail - General
Out	Wear Parts and Equipment Co	Jones, Kenneth and Jane	20100 East 35th Drive	Aurora	303-287-1966	Retail - General
Out	Whitehall's Alpine BG	Elbert Distributing of Colorado	651 Gregg Drive	Buena Vista	800-601-3351 x0	Retail - Automotive
Out	Wood Source	Wood Source	8321 Steele Street	Thornton	303-297-8310	Retail - HomeImprove

Report Criteria:

Business.License status = "Active"  
 Business.Year opened = "January 2019"  
 Business.Owner.Sequence number = 1

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
JANUARY 22, 2019**

Mayor Wilkinson called the meeting to order at 7:00 p.m. Town Clerk Deborah Wohlmuth called the roll.

**Present:** Jessica Burley  
Dan Fallon  
Rick Ihnken  
Hunter Mortensen  
Deborah Shaner  
Gary Wilkinson

**Absent:** Melissa Sherburne

**Public Comment:**

There was no public comment.

**Council Comment:**

Council member Shaner thanked Diane McBride for service as Interim Town Manager.

**Presentation:**

Mayor Wilkinson awarded \$13570 in cash and \$34,188 in in-kind donations to 47 organizations for the 2019 budget cycle.

**Consent Agenda:**

Minutes January 8, 2019 Meeting

Warrant List

Purchasing Cards

Owner's Representation Services Agreement with NV5 for Frisco Bay Marina Master Plan Coordination and Construction

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECOND, COUNCIL MEMBER BURLEY. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>ABSENT</b>
<b>IHNKEN</b>	<b>YEA</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**New Business:**

Agenda Item #1: Planning File No. 110-18-MDA/CU: a Public Hearing of Modifications to the Approved Conditional Use Request for the Library Lofts Multi-Family Residential Project Located at 90 South Madison Avenue / Unplatted (TR 5-78, Sec 34, Qtr 1 Sq. Ft. 21,127 Pt of

Flora Placer Cont. 0.32 Acres and Lot E-4, Frisco West 0.165 Acres) also Known as the "Summit County Library Tract". Applicant: Todd Crowe STAFF: JOYCE ALLGAIER 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Community Planner Katie Kent stated that the applicant, Todd Crowe, Crowe Architects, has submitted a modification to the previously approved conditional use for the Library Lofts multi-family residential project at 90South Madison Avenue. The original application involved integrating the existing building into this new multiple-family residential project. Due to structural concerns that have arisen, the applicant is proposing to remove the existing building on the property instead of utilizing it for the project. With the proposed modifications to the development application, including increasing the intensity of use by adding residential units, modifying parking, and changes to square footage, Staff determined that the project requires conditional use approval. The applicant has chosen to have the project be reviewed under the regulations in effect when the application was originally reviewed. Through the Town Code in effect at the time of original development application review, all permitted uses in the Mixed Use (MU) District must consist of a mixture of residential and commercial uses, with each such sort of use making up not less than twenty percent (20%) of the total floor area of all uses within a single zone lot. Since the applicant is proposing to remove the existing office use, the property will contain 100% residential use and this requires conditional use approval. Mayor Wilkinson opened the public hearing at 7:16 p.m. Applicant Todd Crowe spoke in support of the application. There being no public comment, Mayor Wilkinson closed the public hearing at 7:19 p.m.

**MOTION: COUNCIL MEMBER SHANER MOVED TO APPROVE PLANNING FILE NO. 110-18-MDA/CU: A PUBLIC HEARING OF MODIFICATIONS TO THE APPROVED CONDITIONAL USE REQUEST FOR THE LIBRARY LOFTS MULTI-FAMILY RESIDENTIAL PROJECT LOCATED AT 90 SOUTH MADISON AVENUE / UNPLATTED (TR 5-78, SEC 34, QTR 1 SQ. FT. 21,127 PT OF FLORA PLACER CONT. 0.32 ACRES AND LOT E-4, FRISCO WEST 0.165 ACRES) ALSO KNOWN AS THE "SUMMIT COUNTY LIBRARY TRACT". SECOND, COUNCIL MEMBER FALLON. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>ABSENT</b>
<b>IHNKEN</b>	<b>YEA</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

Agenda Item #2: First Reading Ordinance 19-02, an Ordinance Amending Chapter 171 of the Code of Ordinances of the Town of Frisco, Concerning Water, by Amending Subsection 171-5.C, Concerning Water System Extensions, 171-11.A, Concerning the Adoption of Water Rates and Charges; 171-11D, Concerning Charges Related to the Tapping of Water Mains; 171-22.A, Concerning Phase 2 Mandatory Water Use Restrictions; 171-23.A, Concerning Phase 3 Mandatory Water Use Restrictions; and 171-24.A Concerning Phase 4 Mandatory Water Use Restrictions STAFF: JEFF GOBLE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Public Works Director Jeff Goble stated that Council is required to review and update, if needed, various Town documents, standards and Ordinances every five years to keep them up to date.



The last changes to Chapter 171, Water, as well as the Water Construction Standards were completed in 2006 and 2011 respectively. The amended Ordinance are revisions to the Water Construction Standards that tie to the Ordinance, creating the need to amend the Ordinance before we amend the Water Construction Standards. Approval of the amendments to the Water Construction Standards will be done by Resolution 19-08 which is currently on the consent agenda during the February 26<sup>th</sup> Council meeting. Mayor Wilkinson opened the public hearing at 7:20 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:27 p.m.

**MOTION: COUNCIL MEMBER IHNKEN MOVED TO APPROVE ON FIRST READING ORDINANCE 19-02, AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING WATER, BY AMENDING SUBSECTION 171-5.C, CONCERNING WATER SYSTEM EXTENSIONS, 171-11.A, CONCERNING THE ADOPTION OF WATER RATES AND CHARGES; 171-11D, CONCERNING CHARGES RELATED TO THE TAPPING OF WATER MAINS; 171-22.A, CONCERNING PHASE 2 MANDATORY WATER USE RESTRICTIONS; 171-23.A, CONCERNING PHASE 3 MANDATORY WATER USE RESTRICTIONS; AND 171-24.A CONCERNING PHASE 4 MANDATORY WATER USE RESTRICTIONS. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>ABSENT</b>
<b>IHNKEN</b>	<b>YEA</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Old Business:**

Agenda Item #3: Second Reading Ordinance 19-01, an Ordinance Authorizing the Issuance By the Town of Frisco, Acting By and Through Its Marina Enterprise, of Marina Enterprise Revenue Bonds, Series 2019, in an Aggregate Principal Amount Not To Exceed \$6,000,000 for the Purpose of Financing the Construction of Certain Capital Improvements to the Marina Facilities; Prescribing the Form of Such Series 2019 Bonds and Providing Other Details in Connection Therewith STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet stated that staff is requesting approval of Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects which will expand capacity at the Marina. The Town adopted the Frisco Marina Park Master Plan on June 26, 2018, which identified multi-phase projects to enhance the Marina. As presented in the Town's 2019 budget, Council authorized staff to pursue funding, in addition to projected revenues and reserve accounts, for 2019 projects totaling \$3,996,700 and projected 2010 projects totaling \$3,602,500. Staff has been working with Bond Counsel, Kutak Rock, LLC, and Underwriters, George K. Baum & Company, to develop this ordinance and the associated documents. Payments in the first two years will be interest only of approximately \$360,000. These lower payments during the construction period will allow the Town to build up reserves over this time. When principal and interest payments are payable, principal payments will be gradually increased, allowing the Town time to replenish its reserves. The total amount of bonds issued will be approximately \$5,600,000. Bond payments will begin June 1, 2019 (interest only) and final payment will be

December 1, 2048. Mayor Wilkinson opened the public hearing at 7:29 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:40p.m.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE SECOND READING OF ORDINANCE 19-01, AN ORDINANCE TO ALLOW THE TOWN TO ISSUE MARINA ENTERPRISE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$6,000,000 IN ORDER TO COMPLETE THE FIRST TWO PHASES OF THE MARINA PARK MASTER PLAN, WITH A TOTAL COST OF \$7,599,200. SECOND, COUNCIL MEMBER FALLON. VOTE:**

<b>BURLEY</b>	<b>YEA</b>	<b>SHANER</b>	<b>NO</b>
<b>FALLON</b>	<b>YEA</b>	<b>SHERBURNE</b>	<b>ABSENT</b>
<b>IHNKEN</b>	<b>YEA</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Adjourn:**

There being no further business, the meeting adjourned at 7:41 p.m.

Respectfully Submitted,

---

Deborah Wohlmuth, CMC  
Town Clerk



---

MEMORANDUM

---

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** JENN SHIMP, GUEST SERVICE MANAGER  
**RE:** EIGHTH AMENDMENT TO FRISCO MARINA LOT B-1 LICENSE AGREEMENT (UNCLE JOHN'S FRUIT STAND)  
**DATE:** FEBRUARY 12, 2018

**Summary Statement:** This amendment is a result of a request from Uncle John's Fruit Stand to continue their fruit stand operations at Frisco Bay Marina Lot B-1.

**Background:** In 2008, the owners of Uncle John's Fruit Stand approached the Town requesting permission to place their fruit stand on the Town-owned Lot B-1 parcel. After determining that Council had some interest in this idea, staff worked with the Licensee to assure compliance with the Town's code provisions and to develop a license agreement for one year. As part of the initial license agreement, the standards to qualify for "Outdoor Commercial Establishment" were to be reevaluated at the end of the initial agreement. As a result of that reevaluation, Uncle John's agreement was renewed for additional years of 2009 through 2018.

**Staff Analysis:** Licensee continues to operate their business within Town requirements and has no plans to amend their operations during the term of this amendment. Licensee has requested that the term of the Agreement commence on June 16, 2019 and end October 31, 2020, in order to allow business continuity and planning for the 2019 and 2020 summer operating seasons. Staff has informed Licensee that construction equipment and materials to facilitate the Marina construction will be stored and utilized in Lot B-1 for the foreseeable future, and that the future status of Lot B-1 is being looked at and its future usage may be different than current usage.

**Staff Recommendation:** Staff recommends that Council approve the Eighth Amendment to Frisco Marina Lot B-1 License Agreement between the Town of Frisco and Uncle John's Farm, LLC.

## **EIGHTH AMENDMENT TO FRISCO MARINA LOT B-1 LICENSE AGREEMENT**

**THIS EIGHTH AMENDMENT TO FRISCO MARINA LOT B-1 LICENSE AGREEMENT** (this "Eighth Amendment"), is made and entered into as of this 12th day of February, 2019, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation ("Frisco") and Uncle John's Farm, LLC, a Colorado limited liability corporation d/b/a Uncle John's Farm ("Licensee").

**WHEREAS**, Frisco and Licensee entered into that certain Marina Square Subdivision Lot B-1 License Agreement dated February 24, 2009 (the "Agreement"); and

**WHEREAS**, Frisco and licensee entered into that certain Marina Square Subdivision Lot B-1 First Amendment dated October 27, 2009; and

**WHEREAS**, Frisco and Licensee entered into that certain Marina Square Subdivision Lot B-1 Second Amendment dated March 22, 2011; and

**WHEREAS**, Frisco and Licensee entered into that certain Marina Square Subdivision Lot B-1 Third Amendment dated March 13, 2012; and

**WHEREAS**, Frisco and licensee entered into that certain Marina Square Subdivision Lot B-1 Fourth Amendment dated February 26, 2013; and

**WHEREAS**, Frisco and licensee entered into that certain Marina Square Subdivision Lot B-1 Fifth Amendment dated January 14, 2014; and

**WHEREAS**, Frisco and licensee entered into that certain Marina Square Subdivision Lot B-1 Sixth Amendment dated January 13, 2015; and

**WHEREAS**, Frisco and Licensee entered into that certain Marina Square Subdivision Lot B-1 Seventh Amendment dated January 24, 2017; and

**NOW THEREFORE**, in consideration of the foregoing and of the following mutual covenants and conditions Frisco and Licensee agree that this Eighth Amendment shall amend the Agreement as follows:

1. That section 3 of the Agreement is hereby amended so as to read in its entirety as follows:
  - a. Term. The term of this Agreement (the "Term of this Agreement") shall be from June 16, 2019 through October 31, 2020. The term of this Agreement may be renewed for another term upon approval of the Frisco Town Council. Licensee understands that the status and future use of Marina Square Subdivision Lot B-1 is uncertain, and lot will hold and maintain construction materials and equipment for Town projects for the duration of current agreement.
2. Except as otherwise provided in this Eighth Amendment, all capitalized terms used in this Eighth Amendment shall have the same meaning as provided in the Agreement.
3. Except as expressly amended by this Eighth Amendment, the Agreement shall remain in full force and effect.

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

TOWN OF FRISCO  
A Colorado municipality

LICENSEE: Uncle John's Farm  
LLC, a Colorado limited liability  
Corporation

By: \_\_\_\_\_  
Gary Wilkinson, Mayor

By: \_\_\_\_\_  
Suzanne Brower, its Manager

By: \_\_\_\_\_  
Chris Brower

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, CMC Town Clerk



MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** NANCY KERRY, TOWN MANAGER  
**RE:** NWCCOG / PROJECT THOR - CONFLICT WAIVER  
**DATE:** FEBRUARY 12, 2019

**Summary:** At the request of Attorney Ken Fellman, the attached letter regarding a potential conflict of interest for Mr. Fellman between the Town and NWCCOG concerning Project THOR has been placed on the consent agenda for Council's approval.

**Background:** Attorney Ken Fellman has been retained to represent the NWCCOG in connection with Project THOR, a project designed to create a regional middle mile broadband network across 10 counties in NW Colorado (the "Middle Mile Broadband Project"). Mr. Fellman has represented the Town in the past in cable franchise matters. Given his past representation of the Town, a potential conflict of interest has been created in representing the Town and NWCCOG in the Middle Mile Broadband Project. NWCCOG has been advised of the above-described potential conflict of interest and does not see a conflict of interest in his representation of NWCCOG and the Town in connection with Project THOR. If the Town is comfortable with waiving the above-described potential conflict of interest and wishes to proceed, Mr. Fellman has requested that the Town sign the attached letter acknowledging waiver of the potential conflict of interest outlined above. The Town's attorney has reviewed the letter and is in support of this request. Only Council can act to waive a conflict like this. The attached letter has been placed on the consent agenda for Council's approval, if Council wants to waive the conflict.

# KISSINGER & FELLMAN, P.C.

ATTORNEYS AT LAW  
PTARMIGAN PLACE, SUITE 900  
3773 CHERRY CREEK NORTH DRIVE  
DENVER, COLORADO 80209  
TELEPHONE: (303) 320-6100  
FAX: (303) 327-8601  
[www.kandf.com](http://www.kandf.com)

RICHARD P. KISSINGER  
KENNETH S. FELLMAN  
JONATHAN M. ABRAMSON  
BOBBY G. RILEY

JORDAN C. LUBECK  
BRANDON M. DITTMAN  
GABRIELLE A. DALEY  
PAUL D. GODEC, SPECIAL COUNSEL

January 28, 2019

VIA EMAIL ([nancyk@townoffrisco.com](mailto:nancyk@townoffrisco.com))

Nancy Kerry, Town Manager  
Town of Frisco, Colorado  
1 East Main Street  
Frisco, Colorado 80443

VIA EMAIL ([trenaud@mdbrlaw.com](mailto:trenaud@mdbrlaw.com))

Thad Renaud, Town Attorney  
Town of Frisco, Colorado  
c/o Murray Dahl Beery & Renaud, LLP  
710 Kipling Street, Suite 300  
Lakewood, CO 80215

*Re: Town of Frisco / Northwest Colorado Council of Governments  
Waiver of Conflict / Project THOR (Middle Mile Broadband Project)*

Dear Nancy and Thad:

This letter will describe a potential conflict of interest issue related to the Town of Frisco, Colorado's (the "Town") membership with the Northwest Colorado Council of Governments ("NWCCOG"). The background facts are as follows.

I have recently been retained to represent the NWCCOG in connection with Project THOR which as you probably know is a project designed to create a regional middle mile broadband network across 10 counties in NW Colorado (the "Middle Mile Broadband Project"). The work I will be conducting for NWCCOG pertains to my review of relevant Project THOR documents, including but not limited to, (i) reviewing, commenting, editing and negotiating the proposed network operator agreement with Mammoth Networks; and (ii) reviewing, commenting, editing and negotiating the proposed "Meet Me Center" Host Contract. NWCCOG representatives have indicated to me that the Town is familiar with Project THOR and intends to enter into the Meet Me Center Host Contract.

Prior to my retention by NWCCOG in this matter, I represented the Town in the past in cable franchise matters. Given my past representation of the Town, a potential conflict of interest has been created in representing the Town and NWCCOG in the Middle Mile Broadband Project. The Town should consider its ongoing relationship with me and with the Firm as an attorney-client relationship. With one exception, the Colorado Rules of Professional Conduct generally prohibit a lawyers' representation of any client that will or could become directly adverse to another current client. *See* Colo. R.P.C. 1.7(a). Yet, the conflict of interest rule contains an exception that allows both clients to waive the conflict of interest in writing. *See* Colo. R.P.C. 1.7(b).

NWCCOG has been advised of the above-described potential conflict of interest and does not see a conflict of interest in my representation of NWCCOG and the Town in connection with Project THOR. If the Town is comfortable with waiving the above-described potential conflict of interest and wishes to proceed, please sign this letter acknowledging waiver of the potential conflict of interest outlined above and return it to my attention via email.

If you have any questions or concerns and would like to discuss this further, please let me know. Thank you.

Very truly yours,  
KISSINGER & FELLMAN, P.C.

  
Kenneth S. Fellman, Esq.  
[kfellman@kandf.com](mailto:kfellman@kandf.com)

KSF/eaj

cc: Nate Walowitz, Director, Regional Broadband (via email: [nwalowitz@nwccog.org](mailto:nwalowitz@nwccog.org))

**By signing below, the Town acknowledges the potential conflict of interest between the representation of NWCCOG in connection with Project THOR (the Middle Mile Broadband Project) and the Town. The underlying implications of any potential conflict of interest have been explained to the Town. Being fully advised in the circumstances, the Town hereby waives the potential conflict of interest outlined above and agrees to have NWCCOG and the Town represented by Kissinger & Fellman, P.C. in NWCCOG's Project THOR, subject to the terms of this letter.**

TOWN OF FRISCO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk





MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** TOM HOGEMAN, MARINA GENERAL MANAGER  
**CC:** NANCY KERRY, TOWN MANAGER  
DIANE MCBRIDE, ASSISTANT TOWN MANAGER/RECREATION & CULTURE DIRECTOR  
**RE:** SCHOFIELD EXCAVATION CONTRACT FOR THE FRISCO BAY MARINA BIG DIG EXCAVATION  
**DATE:** FEBRUARY 12, 2019

**Background:** On December 21, 2018, a Request for Proposals (RFP) was issued for a qualified earthwork construction firm to be hired to excavate approximately 85,000 cubic yards of material from the bottom of Lake Dillon and replace that material in other nearby locations. This project is known as the "Big Dig". On January 2, 2019, there was a mandatory site visit that 14 different companies attended. On January 28, 2019, six (6) bids were received from:

Firm Name	Bid Price
NeZhoni Construction	\$1,184,682.30
American West Construction	\$1,269,389.45
Schofield Excavation	\$1,750,779.30*
Kelley Trucking	\$1,788,842.60
Stan Miller	\$1,939,087.23
SEMA Construction	\$2,294,451.00

\*Schofield Excavation's bid included sand at a price of \$276,557.10; through the interview process, this line item was removed bringing their total bid for the project to \$1,474,222.20.

Bids were publically opened and based upon price, experience, proposed project methodology, proposed timeline, references, and other materials presented by the firm, five (5) firms were selected for an interview on February 5, 2019.

The interview committee consisted of the following individuals: Tom Hogeman (Marina GM), Jenn Shimp (Marina Guest Services Manager), Addison Canino (Assistant Public Works Director), Chris Guarino (Owner's Representative-NV5), Bill Linfield (TOF contracted engineer), and Mark Luna (Martin/Martin).

**Staff Analysis:** The objective of this excavation contract is to obtain a qualified earthwork construction firm who can handle a project of this size, in the short time frame available due to currently low water levels, at a fair price, while knowing that some design decisions are still being finalized. The project includes excavation and replacement of dirt in specific locations,

the installation of a retaining wall on the eastern end of the property using new and existing block wall material, and the grading of a new boat ramp area. The work is scheduled to start on March 1, 2019, and run to June 1, 2019.

This work schedule is contingent upon the approved Army Corp permit. The Town currently holds a 404 Army Corp permit for the Big Dig. A permit modification has been submitted to the Army Corp to request changes to the original permit including the volume and location of the excavated materials. As of 1/31/19, the Corps has not received any comments from the state agencies of the Colorado Parks and Wildlife (CPW) or Colorado Department of Public Health and Environment (CDPHE) regarding the permit modification application. We are waiting for the amended 401 certification from CDPHE, as well as review from the federal agencies of Fish and Wildlife Service (FWS) and the Environmental Protection Agency (EPA). This review is pending the government workload at this time. Preliminary feedback from the Corps indicates that we are still on track for the permit authorization by March 1, 2019.

Funding for the project is also secured at this time with the successful sale of the marina enterprise bonds on February 6, 2019.

**Staff Recommendation:** All firms interviewed for the excavation work have extensive experience. Based on their local experience, knowledge, budget and project team, staff unanimously recommends moving forward with a contract on the Feb 12<sup>th</sup> Council meeting with Schofield Excavation for the Frisco Bay Marina Big Dig project.

Schofield Excavation is based out of Gypsum, Colorado, and has a yard off Tiger Road near Breckenridge. They thoroughly detailed the contracted work, anticipated problems with viable solutions, guaranteed winter work, and have extensive mountain experience in both Summit and Eagle Counties. This contract has been hard bid and the total cost of the work, after deleting Schofield Excavation's bid for sand, which was to be excluded, is \$1,474,222.20.

Schofield Excavation has also shown interest in continuing work at the marina in the upcoming Phase One project which includes the concrete for the boat ramp along with sidewalks, paving, and utility work. Having Schofield Excavation continue this work may result in cost savings for the project.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-08**

A RESOLUTION APPROVING THE EXCAVATION OF APPROXIMATELY 85,000 CUBIC YARDS OF MATERIAL FROM THE BOTTOM OF LAKE DILLON NEAR THE FRISCO BAY MARINA AND THE REPLACEMENT OF THAT MATERIAL IN OTHER NEARBY LOCATIONS.

WHEREAS, the Frisco Town Council adopted the Marina Master Plan prepared by Logan Simpson through Resolution 18-11 on June 26, 2018;

WHEREAS, the Council adopted Ordinance 19-01 on second reading on January 22, 2019, authorizing the issuance by the Town, acting by and through its marina enterprise revenue bonds, series 2019, in an aggregate principal amount not to exceed \$6,000,000 for the purpose of financing the construction of certain capital improvements to the marina facilities operated by the Town prescribing the form of such series 2019 bonds and providing other details in connection therewith; and

WHEREAS, the Town of Frisco obtained a US Army Corps of Engineers (USACE) authorizing the excavation of lakebed to allow for improved navigation at the marina and to expand the recreational facilities at the marina. The current permit allows the Town to excavate up to 75,000 cubic yards of material below the ordinary high-water mark to add depth to navigable areas. A new permit is currently in process, updating some items including increasing the total excavation up to 85,000 cubic yards and allowing some of the material to be placed above the normal high-water level. Approval of the new permit is anticipated prior to commencement of the work; and

WHEREAS, the Town of Frisco released a competitive bid process for the marina excavation project on December 21, 2018, with proposals from qualified firms due on January 28, 2019; and

WHEREAS, the Town of Frisco received six (6) bids for the marina excavation project on January 28, 2018, ranging in price from \$1,184,682.30 to \$2,294,451; and

WHEREAS, the Town of Frisco interviewed five (5) of the six (6) firms on February 5, 2019. The firm issuing the highest bid for the project was not interviewed; and

WHEREAS, the Town of Frisco recommends Schofield Excavation for the marina excavation project at a hard cost of \$1,474,222.20; and

WHEREAS, Schofield Excavation is a local Gypsum, Colorado founded and based business with a 100% local team and over 175 years of combined experience in mountain construction; and

WHEREAS, Schofield Excavation specializes in heavy civil construction including utilities, mass excavation, demolition, roads, hardscapes and custom rock crushing.

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

The attached Contract for Construction Services between the Town and Schofield Excavation is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco.

INTRODUCED, READ AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2019.

Town of Frisco, Colorado:

---

Gary Wilkinson, Mayor

ATTEST:

---

Deborah Wohlmuth, CMC, Town Clerk

## **CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT is made and entered into this \_\_\_\_ day of February, 2019, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and SCHOFIELD EXCAVATION, INC., an independent contractor ("Contractor") (collectively the "Parties").

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

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

The Frisco Bay Marina Big Dig - The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B (including all referenced attachments,) which Exhibit is incorporated herein by this reference.

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

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished by June 1, 2019, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND TWENTY CENTS (\$1,474,222.20) (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

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

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

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

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

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

The Town: Town of Frisco  
P.O. Box 4100  
Frisco, CO 80443  
Attn: Tom Hogeman  
General Manager, Frisco Bay Marina

Contractor: Schofield Excavation, Inc  
P.O. Box 201  
Gypsum, CO 81637  
Attn: Levi Schofield, President

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

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

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

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

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

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

**TOWN OF FRISCO, COLORADO**

**CONTRACTOR**

\_\_\_\_\_  
Gary Wilkinson, Mayor

\_\_\_\_\_  
Levi Schofield, President

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth,  
Town Clerk

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

## **EXHIBIT A TO CONSTRUCTION AGREEMENT**

### **GENERAL CONDITIONS**

#### **PART 1. DEFINITIONS**

##### **1.01 CONTRACT DOCUMENTS:**

- A. Invitation to Bid;
- [B. Bid Form];**
- [C. Bid Schedule];**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda 1 .

##### **1.02 CHANGE ORDER:**

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

##### **1.03 CONTRACT:**

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

##### **1.04 CONTRACT PRICE:**

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

##### **1.05 CONTRACT TIME:**

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

##### **1.06 DAY:**

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



**1.07 FINAL COMPLETION:**

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

**1.08 PROJECT:**

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

**1.09 PROJECT MANAGER:**

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

**1.10 SUBCONTRACTOR:**

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

**1.11 SUBSTANTIAL COMPLETION:**

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

**1.12 TOWN**

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

**1.13 WORK:**

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

**PART 2. TIME**

**2.01 TIME OF THE ESSENCE:**

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

**2.02 FINAL ACCEPTANCE:**

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

**2.03 CHANGES IN THE WORK:**

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

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

## **2.07 DELAYS:**

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

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

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

## **2.08 NO DAMAGES FOR DELAY:**

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

## **PART 3. CONTRACTOR'S RESPONSIBILITIES**

### **3.01 COMPLETION/SUPERVISION OF WORK:**

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

### **3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:**

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

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

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;

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

### **3.03 FURNISHING OF LABOR AND MATERIALS:**

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

### **3.04 EMPLOYEES AND SAFETY:**

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

### **3.05 CLEANUP:**

- A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.
- B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

### **3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:**

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

### **3.07 TAXES, LICENSES AND PERMITS:**

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

### **3.08 SAMPLES AND SHOP DRAWINGS:**

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

### **3.09 COMPLIANCE WITH LAWS AND REGULATIONS:**

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

### **3.10 SUBCONTRACTORS:**

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

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

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

### **3.11 CORRECTIVE WORK:**

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

### **3.12 OTHER CONTRACTS:**

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

### **3.13 COMMUNICATION:**

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

## **PART 4. TERMINATION**

### **4.01 LABOR DISPUTES:**

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

### **4.02 DEFAULT:**

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

## **PART 5. WARRANTIES:**

### **5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:**

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

### **5.02 GENERAL WARRANTY:**

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

## **PART 6. BONDS, INSURANCE AND INDEMNIFICATION**

### **6.01 INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise

out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

## **6.02 NOTICE OF CLAIM:**

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

## **6.03 INSURANCE:**

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

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

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

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. “All Risk” Builder’s Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall

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

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

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

#### **6.04 PERFORMANCE AND PAYMENT BONDS:**

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

### **PART 7. PAYMENT**

#### **7.01 PROGRESS PAYMENTS:**

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

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is

satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

## **7.02 FINAL PAYMENT:**

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

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

## **7.03 LIQUIDATED DAMAGES:**

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

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

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

## **7.04 ORAL AGREEMENTS PROHIBITED:**

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town



Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

#### **7.05 ITEMS NOT INCLUDED IN BID:**

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

#### **7.06 CHANGES IN QUANTITY:**

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

#### **7.07 BID PRICE ADJUSTMENTS:**

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

#### **7.08 ELIMINATED ITEMS:**

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

#### **7.09 MATERIALS STORED BUT NOT INCORPORATED:**

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of

the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

#### **7.10 COST RECORDS:**

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

### **PART 8. MISCELLANEOUS**

#### **8.01 PUBLICATIONS:**

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

#### **8.02 CONFIDENTIALITY:**

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

#### **8.03 INDEPENDENT CONTRACTOR:**

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

#### **8.04 CONFLICTS:**

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

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

## **PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)\_\_\_\_\_

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

(Firm)\_\_\_\_\_

(Address)\_\_\_\_\_

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

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

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

Otherwise the Principal and Surety shall have the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Additional legal, design professional and delay costs resulting from

Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

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

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

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

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

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

PRINCIPAL: \_\_\_\_\_  
              \_\_\_\_\_  
              \_\_\_\_\_  
              \_\_\_\_\_

SURETY:    \_\_\_\_\_  
              \_\_\_\_\_  
              \_\_\_\_\_  
              \_\_\_\_\_

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

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and

proper payments made to or on behalf of Principal under the Construction Contract.

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

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

PRINCIPAL

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

SURETY

ATTEST:

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(Surety Seal)

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

## **PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) \_\_\_\_\_

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

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

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

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

PROVIDED, FURTHER,

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

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

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

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

1.2.2 Have either received a rejection in whole or in part from Contractor, or not

received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

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

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

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

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

3.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

OWNER:     The Town of Frisco  
              Project Manager



P.O. Box 4100  
Frisco, CO 80443

PRINCIPAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

12. Definitions.

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

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

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

PRINCIPAL

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

SURETY

ATTEST:

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

(Surety Seal)

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

## **NOTICE OF AWARD**

February 13, 2019

Schofield, Excavation, Inc.  
106 Oakridge Drive, Suite 201  
P.O. Box 612  
Gypsum, CO 81637

Re: Frisco Bay Marina – Big Dig Project

Dear Mr. Schofield:

Thank you for submitting a bid for the Frisco Bar Marina Big Dig project.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for \$1,474,222.20.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return both to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the two (2) executed copies of the Construction Agreement, the Town will execute both, then one fully executed original will be returned to you.

Should you have any questions, please call me at (970) 418-0910.

Sincerely,

---

Tom Hogeman  
Title: General Manager, Frisco Bay Marina

**NOTICE TO PROCEED**

February 13, 2019

Schofield, Excavation, Inc.  
106 Oakridge Drive, Suite 201  
P.O. Box 612  
Gypsum, CO 81637

Re: Frisco Bay Marina – Big Dig Project

Dear Mr. Schofield:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning The Frisco Bay Marina Big Dig project.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed by June 1, 2019.

Should you have any questions, please call me at (970) 418-0910.

Sincerely,

---

Tom Hogeman  
Title: General Manager, Frisco Bay Marina

## COLORADO BID BOND

BOND NO.

AMOUNT OF BOND: \$

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

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

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

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

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

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

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact

## **Town of Frisco, CO**

### **Request for Proposals (RFP)**

**To excavate approximately 85,000 cubic yards of material from the bottom of Lake Dillon near the Frisco Marina and replace that material in other nearby locations.**

**Proposals Due:**

**Town of Frisco  
Marina Operations  
P.O. Box 4100  
Frisco, CO 80443**

### **Invitation:**

The Town of Frisco is seeking proposals from qualified earthwork construction firms to provide professional services to the Town to excavate approximately 85,000 CY of dredged material and to place that material as fill in several other nearby locations. None of the fill material will be removed from the general marina area. Proposals will be received until **5 p.m., local time, January 28 at the Frisco Town Hall located at 1 East Main Street, Frisco CO 80443. (Attn Tom Hogeman, General Manager, Frisco Bay Marina) .**

### **Background:**

The Frisco Bay Marina, located at the west end of Dillon Reservoir, faces operational challenges due to varying water levels in the reservoir. The “Big Dig” project will address this by deepening a portion of the reservoir near the current marina by as much as 17 feet, allowing for normal operations at much lower reservoir levels that can currently be done. The Town of Frisco has completed a Master Plan for the Frisco Bay Marina and is now preparing a much more detailed Frisco Bay Marina Site Design including much more detail on grading, utilities and other improvements. **A copy of the current plans is attached to this RFP (Attachment 1).** A major part of the overall Marina improvements is excavation of material from areas near the existing Marina to deepen the Reservoir and improve boater access during low water period. Due to recent drought conditions, Dillon Reservoir water levels have fallen well below average conditions creating a unique opportunity to complete this project “in the dry”.

The Town of Frisco obtained a US Army Corps of Engineers (USACE) authorizing the excavation of 75,000 cubic yards of lakebed to allow for improved navigation at the marina and to expand the recreational facilities at the marina. The permit allows the Town to excavate up to 75,000 cubic yards of material below the ordinary high-water mark to add depth to navigable areas. The permit requires the excavation to take place in the dry, meaning the current low water conditions in Lake Dillon present a unique opportunity to complete this work this winter. The current permit also requires most of the fill material to be deposited below the normal high-water level (9017) limiting its use for upland improvements. A new permit is currently in process (**Amendment letter attached to this RFP (Attachment 2)**), updating some of these items including increasing the total excavation up to 85,000 cubic yards and allowing some of the material to be placed above the normal high-water level. Approval of the new permit is anticipated prior to commencement of the work included in this proposal.

Soils testing has been completed in the areas to be excavated and specific recommendations for removal and replacement in various locations have been addressed. **A copy of the soils report is attached to this RFP. (Attachment 3)**

### **Project Description:**

The Town of Frisco is seeking proposals from qualified earthwork firms to complete this earthwork project this winter while lake levels remain low. Ordinary high-water levels of Lake Dillon are 9017 when full. Current water levels, as of 12-9-18 are 8992. (25 feet below spill) In general the two areas being excavated will be lowered to an elevation of 9001 meaning current water levels (which are expected to continue to drop) should be well below the necessary elevation for excavation. It is the intent of the Town to re-use all onsite materials at other onsite locations, with no import of new materials other than additional concrete block wall material as needed to complete the plans as shown. No materials are anticipated to leave the site other than salvaged wetland soils, which will be stockpiled for use by others at another nearby location. Materials excavated will be relocated to three new locations, 1) immediately west of the excavation area, in a location which will house two future new buildings, a marina office building and a new food and beverage building, 2) northwest of the current marina area, creating a larger beach area and watercraft storage area, and 3) across the lake, due north of the excavation area, along the northern shore near the Summit County Middle School. Approximate quantities of excavation and fill (in each location) are shown on the **attached grading plans (Attachment 4)**. These plans are subject to further refinement but provide the general project scope. Each area being filled will have different lift and compaction requirements as noted in the soils report, based on future uses of those sites. In addition, rocks excavated over a certain size, as outlined in the soils report, will be stockpiled and placed along the main earthen pier as rip rap protection. **(see attached detail) (Attachment 5)** All materials excavated are anticipated to be transported across existing lakebed areas with no trucking on public streets anticipated. This will include crossing water flows of Ten Mile Creek under the ordinary high-water levels of the Lake. The final 404 permit, Marina Site Design, and final grading plans and specifications are all anticipated prior to commencement of this actual project work. Approximately 12 inches of soil from wetland areas being disturbed will also need to be removed and stockpiled prior to fill being placed in those areas. This soil will be used offsite for creation of compensatory wetlands as part of this project, but that work is not part of this project scope at this time.

All necessary survey control will be provided by the Town. Detailed surveying necessary for completion of the project will be the responsibility of the contractor.

Several photographs taken in and around the work area prior to snow cover this fall are attached as **Attachment 6**. Additional photographs are available if requested.

### **Project Schedule:**

The Town would like to see this plan completed by the end of May 2019.

RFP available	December 21, 2018
Mandatory Pre-Proposal Site Visit	January 2, 2019 10:00 a.m.
Deadline for RFP Submissions	January 28, 2019



Interview selected Firms  
Select Firm, present to Council  
Commence construction  
Complete Plan

Week of February 4, 2019  
February 12, 2019  
March 1, 2019  
June 1, 2019

**A mandatory pre-proposal site visit will take place on the Lund House, Frisco Marina Office, in Frisco, CO at 10:00 a.m. on January 2, 2019. (Turn east off Summit Blvd (Highway 9) opposite Main Street, drive to the end where the buildings are)**

**Additional Information:**

Additional information concerning this Request for Proposals (RFP) is available from:

Tom Hogeman  
General Manager  
Frisco Bay Marina  
PO Box 4100  
1 East Main Street  
Frisco, CO 80443  
970.418.0910  
tomh@townoffrisco.com

**Inquiries:**

Any questions or inquiries should be directed **in writing via Email only** to Tom Hogeman, General Manager, Frisco Bay Marina, by January 11, 2019. Questions must be emailed to Tom at tomh@townoffrisco.com. All questions and responses will be emailed out to all interested parties who attended the mandatory Pre-Proposal site visit by January 18, 2019. Verbal inquiries must be followed by written requests for information or clarification. No verbal answers will be considered applicable, only written ones will apply.

**Scope of Work:**

The Big Dig project is being performed this winter to take advantage of the low lake levels in Lake Dillon. The deepest excavation is to an elevation of 9001. Current lake water levels are nearly 10 feet below that as of this RFP. Final grading plans and final permitting are in process; however, the overall scope of the project is now well defined as outlined in the various attachments to this RFP. Major scope of work items includes:

- Remove material from excavation and fill areas as outlined in the attached soils report. Stockpile these materials as needed and then place those materials as appropriate and defined in the report. All such work will be overseen by both the Town and the soils firm.
- Remove the mass excavation area as noted on the plans, and place said material in the locations noted on the plans. Material shall be screened as noted in the soils report and rocks removed stockpiled and used as either fill or rip rap along the sides of the earthen pier as noted in the plans. Screened material is to be placed as noted on the plans with

lifts and compaction as noted in the various locations

- All screened rock larger than 8 inches shall be placed as rip rap on the earthen pier and at the base of the concrete block wall as directed by the Town. Any excessively large rock shall be placed on top of the pier in locations specified by the Town. Prioritize rip rap at base of concrete wall first, then along earthen pier until material generated onsite is all used. No rip rap import is anticipated.
- Remove existing concrete block walls near the old boat ramp (in their entirety) and stockpile for re-use at another location near the new boat ramp. Re-use block for new wall construction per plans. It is anticipated that additional new wall material will be needed beyond what is being salvaged onsite, final quantities will be provided prior to final bidding.
- Place all excavated material into new locations per the grading plans, and in accordance with the Geotech report.
- Coordinate work with other contractors who will be removing old fuel line and installing new lines.
- Coordinate work with other contractors who will be constructing a new concrete boat ramp as noted in the plans, and placement of sand on the future "beach" area by others.
- Wetlands soils removal and stockpile for use in an offsite location by others.

**Key contacts for the Town of Frisco:**

- Tom Hogeman, General Manager, Frisco Bay Marina
- William D. Linfield, P.E., Town Civil Consultant

**All proposals should include the following background information:**

A Letter of Submission shall include the name, address and telephone number of the person(s) who is authorized to legally represent the firm. Any confidential material contained in the proposal shall be clearly indicated and marked as "Confidential."

Firms must provide a background on its experience in large earthwork projects, specifically in the mountains of Colorado, and ideally during winter conditions.

- A narrative that presents services the firm would provide detailing the approach, methodology, and project meetings to be provided. Be as specific as possible in each of these areas. Include specifics on how you intend to process and dewater the materials as noted in the soils report.
- Identification of the personnel to be assigned to this project including a list of key personnel and what equipment you intend to use for the project
- A projected timeline for the project showing how the project will be completed in the timeframe identified in this RFP
- A summary of all insurance coverage the firm maintains. (the Town will require insurance certificates naming the Town as co-insured)
- A list of public agency references for projects of a similar nature to this project. A description of past projects to include client, location, contact person, contact information (telephone/e-mail address) and a brief summary description of the project. List also any private projects of suitable comparable experience you have including contact information for reference checking.

- Provide the project cost for services in an itemized work format. The project cost for services shall be based on the currently available plans and specifications, with the understanding that the final contract and price (based on unit prices) will be negotiated with the firm chosen and based on final plans as soon as they become available.

### **Proposed Fees:**

The proposal shall include proposed fees the contractor anticipates based on the plans and information presented in this RFP. Fees should be based as much as possible on unit prices where units are noted, or as a lump sum where appropriate. It is anticipated that the final pricing will be negotiated with the firm chosen as plans continue to be refined. Include bonding costs in fee proposal, as well as any other costs anticipated.

### **Proposal Response:**

The proposal response submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the proposal to the Town. Proposing firms should submit five (5) copies of the proposal no later than 3:00 p.m. on January 28, 2019. Late Proposals will not be accepted under any circumstance, and any Proposal so received shall be returned to the proposing firm unopened. In addition, Proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposals either by package carrier, postal service, or other means. Proposals shall be sealed securely and clearly marked on the outside of the packaging with **“Frisco Marina Big Dig Proposal”**

Proposals should be presented in a bound notebook form, 8 1/2 by 11-inch paper size, with tabs for various sections. In addition, one electronic form of the proposal shall be submitted on a thumb drive.

### **Submittals should be directed to:**

Tom Hogeman  
General Manager, Frisco Bay Marina  
Town of Frisco  
PO Box 4100, 1 East Main Street  
Frisco, CO 80443

The submittal of a proposal shall be taken as evidence that the proposing individual/firm has full knowledge of the scope, nature, quality and quantity of the project to be performed and the detailed requirements and conditions under which the project is to be performed.

This solicitation does not commit the Town of Frisco to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The Town of Frisco reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this proposal process if it is in the best interest of the Town to do so. Subsequent to contract negotiations, prospective consultants may be required to submit revisions to their proposals. All proposers should note that any contract pursuant to this solicitation is dependent upon the recommendation of the Town staff and the approval of the Frisco Town Council.

**General Requirement of the Selected Proposing Firm:**

- Enter into a contract with the Town. (These documents and proposal submittals become part of the contract).
- Maintain insurance coverage for the duration of the contract period.
- Prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the Town.
- Shall not hire, discharge, promote, demote or otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, color or age.
- Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.
- Operate as an independent contractor and will not be considered employee(s) of the Town of Frisco.
- Successful consultant will be paid on actual invoices as work is completed.
- Performance and Payment Bonds will be required.
- Obtain a Town of Frisco Business License prior to commencement of work
- Obtain a stormwater Construction Permit from the Colorado Department of Public Health and Environment.

**Bid Tabulation:**

Bid Tabulation shall be the attached Exhibit A, filled out and signed. Any additional bid items or conditions or comments may be on an additional sheet attached to this bid form. **(Attachment 7)**

**Selection Criteria:**

The Town will select the contractor it deems best for this project with consideration to price, experience, proposed project methodology, proposed timeline, references, and other materials presented by the firm.

**Attachments:**

- 1) Frisco Bay Marina Site Design Plans
- 2) Amendment Letter to ACE Permit No. SPK-2010-00673
- 3) Kumar and Associates Geotechnical Engineering Study
- 4) Frisco Bay Marina Grading Plans
- 5) Typical sections for Rip Rap
- 6) Photographs of the work area prior to snow cover this fall
- 7) Exhibit A, Bid Tabulation

**ATTACHMENT B**  
**COMPENSATION FOR THE WORK**

# SCHOFIELD

## EXCAVATION



# FRISCO MARINA “BIG DIG” PROJECT

*JANUARY 28, 2019*

*PREPARED FOR:*







# CONTENTS

---

**LETTER OF SUBMISSION**

**APPROACH AND METHODOLOGY 1**

**PERSONNEL AND EQUIPMENT 5**

**PROJECT TIMELINE 8**

**INSURANCE 9**

**PAST PROJECTS AND REFERENCES 10**

**PROJECT COST 14**





# LETTER OF SUBMISSION

1 East Main Street  
Frisco CO 80443  
Attn Tom Hogeman, General Manager, Frisco Bay Marina  
RE: FRISCO MARINA "BIG DIG" PROJECT

January 28, 2019

Dear Mr. Hogeman and Members of the Selection Committee:

The team at Schofield Excavation is pleased to submit this Proposal for the Gravel Mining Services for the Frisco Marina "Big Dig." Schofield Excavation is a locally owned and operated business in Gypsum, Colorado and our team is ready and eager to get to work providing the Town of Frisco (the Town) with the services outlined in this RFP. With our past experience, local passion, and a team of seasoned professionals, Schofield Excavation believes we are the highest-qualified firm to complete this important project for Town and Marina users and visitors.

Our team is very interested and expertly qualified to work with you to provide earthwork services for this project. Furthermore, the personnel outlined in this document have all successfully worked together on similar projects. We have the proven track record working together in the local community, and this experience will make the "Big Dig" seamless and an overall project success.

The key personnel on this team are highly experienced in this type of excavation and earth movement operation, and our firm is fully committed to dedicating all resources and personnel necessary to ensure its successful completion according to the project schedule and quality goals. Additionally, we are **100 percent available** and committed to start immediately working with the Town upon selection.

Schofield Excavation is committed to safety and quality workmanship. We will work diligently to minimize disturbances to adjacent businesses and facilities, as well as always ensuring the safety of our workers and the public. Additionally, along with safety, our firm's overall values place the quality of our deliverables at the highest priority levels for all projects.

To maintain our consistently superior construction performance, Schofield Excavation will only employ the highest-qualified and trained construction and excavation professionals. All of Schofield Excavation's proposed Team Members as well as our field crews have experience working in mountain construction throughout Colorado and have completed Schofield Excavation's extensive internal quality and safety training, and were tested prior to them working on any projects. In addition, all foreman, supervisors and project managers have OSHA 10 Hr training.

We don't consider this "just another job" with "just another client." This is a chance for our Team to make a lasting impression on and build a partnership with the Town of Frisco so we can continue to work together to provide the places we call home with quality excavation services.

Sincerely,

Levi Schofield | President

## WHY SELECT SCHOFIELD EXCAVATION?

- ✓ We are an efficient group made up of a small, core team. This project will be our Team's primary focus, and we have the availability and capacity to give you our best qualified Team Members.
- ✓ Our 100% local team members are genuinely passionate about the place they call home and are committed to providing what is best for the area they live in. Our team members are driven by this desire and will provide the Town with only the best.
- ✓ Our "high-touch" approach means that the Town will benefit from direct interaction with top-level executives. Our presidents and project managers will be heavily involved and always accessible from day one.
- ✓ Our construction professionals have built their careers working on jobs with very similar scopes of work to this contract and have over 175 years of combined experience.
- ✓ Schofield's team members have worked on numerous similar projects together in the past. This means that we are an efficient team who will work well with one another, with the Town immediately upon selection for this project.



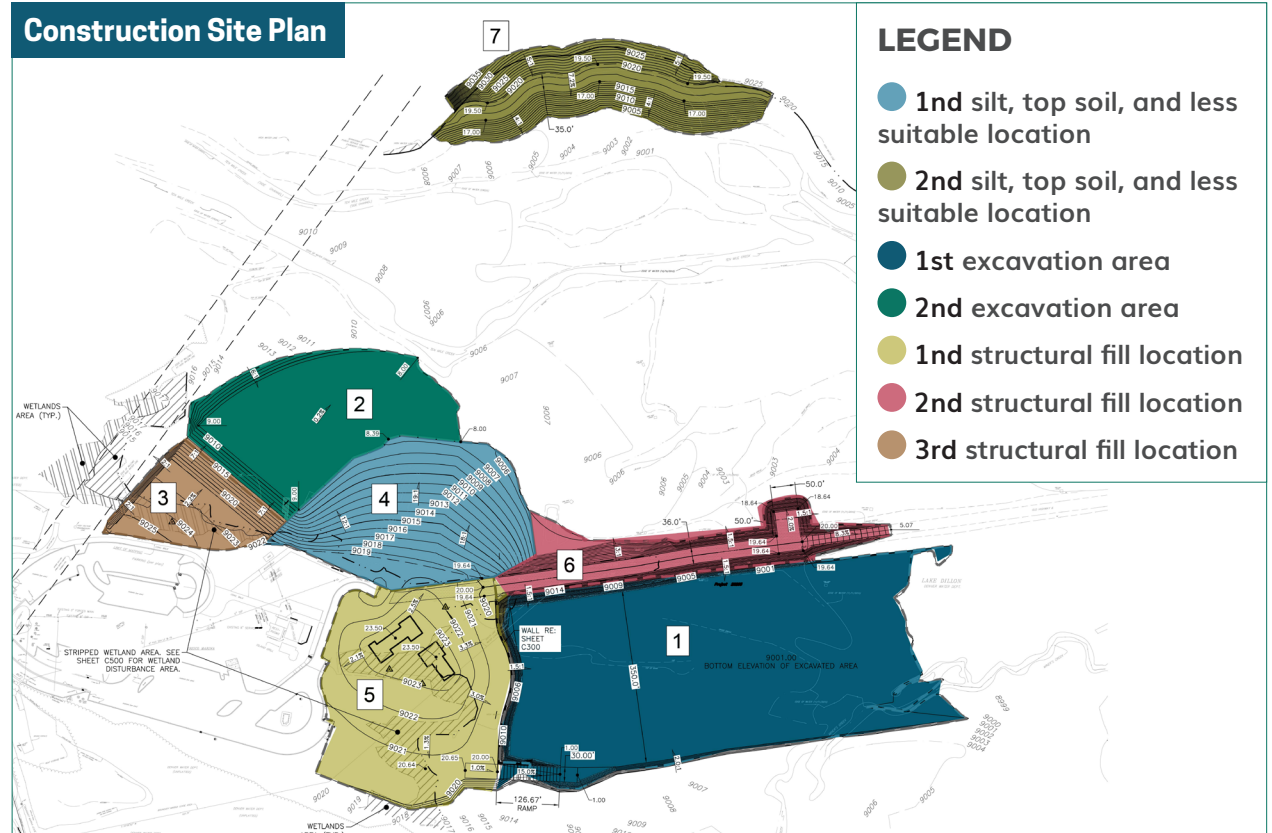
# APPROACH AND METHODOLOGY

Schofield Excavation is a local Gypsum, Colorado founded and based business with a 100% local team who are eager and ready to put their talents to work for the Town of Frisco. Our team has completed and constructed several projects in the area that require the same services and materials as this important project will. This gives us a great “pulse on the area” and will allow us to remove the material at Frisco Marina efficiently and without issue. Schofield Excavation frequently works with the local municipalities and will continue to partner with them to provide the materials they need. With over 175 years of combined experience in mountain construction, our team is comprised of seasoned professionals who are passionate about providing quality services to the place they love and the place they call home: the Town of Frisco.

## Project Approach

Our proposed team has developed a thorough plan to complete the project on time and within the negotiated price. The step-by-step, project approach **described in detail on page 2** is based only on what we have assumed and from our understanding of the scope of the work from the documents provided with the Request for Proposal. Although the time constraints are challenging and the project currently presents many unknowns and unforeseen conditions once work is underway, we believe that the schedule and budget goals are obtainable through clear and consistent communication

## Construction Site Plan



with all critical team members including the contractor, engineer, the Town, specialty engineers, and other key stakeholders.

## Coordinating with other Contractors

Schofield Excavation has extensive experience sharing sites with other firms or contractors. We understand the importance of being a good neighbor, and we will facilitate meetings with the other contractor as often as necessary. We will make closely coordinating and communicating

with adjacent construction a top priority to ensure that sharing the site goes smoothly with no issues. With proper planning and coordination, both contractors will be able to successfully share the site.

## Meetings and Communications

Schofield will plan to host weekly meetings at our on-site job trailer. These meetings will allow our team to collaborate with the Town and engineer to resolve any issues that always arise with construction projects of this nature.

## Schofield's Step-by-Step Approach to the Frisco Marina "Big Dig"

<b>1</b>	<b>Week of March 4</b>	Submit for permits including SWMP and any permits required by the Town and County.
<b>2</b>		Renew our Town of Frisco Business license.
<b>3</b>		Provide all requested submittals for materials to the engineer.
<b>4</b>		Mobilize to site, Set up job office
<b>5</b>	<b>March 11 - May 17</b>	Clear and grub site and export grub to the landfill.
<b>6</b>		Remove snow from work areas selectively. We have determined from our explorations on 1/21/19 that the snow is giving great insulation and limiting frost in many areas. We intend to push snow from these areas outside of the limits of disturbance to allow it to melt in the spring and fill the reservoir as it would have naturally.
<b>7</b>		Selectively strip areas in the cut zones and fill zones, by only stripping an area that we can complete in a day. We take advantage of the silt/ topsoil to provide insulation similar to the insulation that the snow provides.
<b>8</b>		Strip and stockpile wetland material in a location suitable to the Town.
<b>9</b>	<b>April 29 - May 17</b>	Cover work areas as needed with ground thaw equipment and insulation blankets to protect areas that are under construction from winter conditions.
<b>10</b>		Begin excavating and screening material in area #1 and placing the screened material in area #5, while working hand in hand with the soils engineer to meet compaction requirements. The rock larger than 8" will be hauled to the areas it will be needed for rip rap.
<b>11</b>		Equipment we plan to use for this process are Cat 349 Excavator, Metso ST 2.8 Screen, Catt 966 Loader, Articulated haul trucks, Cat D6 dozer, Cat CP 56 sheepsfoot compactor water truck as needed.
<b>12</b>		We anticipate hauling and placing the unsuitable soils (silt and topsoil) in areas 4 and 7, while working with the geotechnical engineer to meet the compaction requirements.
<b>13</b>		Once all of the dry suitable material has been excavated and placed, we would begin to remove the material that is in the ground water.
<b>14</b>		We will remove this material starting from the North and working to the South so that the equipment is always working on dry land. This material will be screened and hauled to locations 4 or 7 and allowed time to dry.
<b>15</b>		Once mass excavation is near completion, the construction of the stone strong wall will begin. We will provide additional stone strong block and engineered drawing per quote.
<b>16</b>	<b>May 10 - May 31</b>	Demo concrete block wall and asphalt
		Install erosion control as needed per best management practices (BMP)
		Thaw and dry material to meet specifications.
		Excavate, screen mix or crush, place and grade processed material the 7 areas noted per their respective specifications.
		Protect work areas from freezing until complete.
		Construct new block wall
		As the wall is constructed rip rap is placed that was generated on site.
		Import and place road base, gravel and sand per plan. Install aluminum edger.
		Re-vegetate site, clean up and demobilize

A detailed example schedule outlining our proposed timeline to complete this project by May 31, 2019 can be found on page 8.

## Survey

Schofield Excavation will engage our in-house survey team and our company-owned GPS and Total stations to provide accurate survey and layout for all projects.

## Safety

Safety is of the utmost importance to the entire Schofield Excavation Team. At the start of every day, our on-site superintendents will perform hazard analysis walks to identify areas of risk, mitigating safety concerns even before field crews arrive. Additionally, all Schofield Excavation employees have been through a rigorous safety indoctrination and have completed MSHA training. Our company culture puts the safety of all those involved in our projects - from our employees to our subcontractors, to Town staff, adjacent construction crews, stakeholders, and any others - at the top of our list. We are committed to ensuring the safety of our crews and all those on the job site, so they can return home safely in the same condition they arrived.

In addition to serving as the Project Manager, Joe Dunlap will also serve as the Safety Director on this project. She will lead weekly meetings where safety topics are identified and discussed.

## Permit Compliance

Upon successful award of the project, Schofield Excavation will provide a detailed Permit Compliance Plan. The Plan will incorporate the permit requirements and include a list of compliance items to track. To facilitate permit compliance, the Plan will spell out the frequency

and method of compliance verification for each item. The Permit Compliance Plan will include an inspection check-list as a way to record deficiencies and track that they have been addressed.

## Process and Dewater Materials

On January 21, 2019, the Schofield team visited the project site and dug 5 test holes. The results of those test holes are shown on the profile map of **Dig Area #1 on page 4**. From this investigation, we learned a great deal and believe that a majority of the material will be able to meet the moisture requirements, after screening, for structural fill. We also determined that we will only need to work within the water table for a very small portion of the project and dewatering will not be required. The material in the water table can be removed screened and hauled “in the dry.”

Based on these findings, Schofield’s plan is to excavate starting in the south corner of Area #1 and work in a north-westerly direction as we move to the east towards the water. We will remove the snow as we excavate and we will remove the silt and move it to fill Area #7 on a daily bases to keep as much insulation on the fill as possible. We will feed the excavated material into a scalper screen to remove any rocks larger than 8”. The 8” minus material will discharge from one end of the screen, and the 8” plus will be discharged into the area that has already been excavated for use when rip rap is ready to be installed. The 8” minus structural fill material will be loaded into articulated haul trucks and hauled to structural fill Areas #5 and #3, where the structural fill will be placed after the removal of topsoil. The structural

fill will be placed and compacted using bulldozers and large vibratory compaction equipment. The same means and methods will be employed in the non-structural areas. It is anticipated that any saturated material will be piled at the base of Area #7 and allowed to dry and be placed in May once the material has had time to dry.

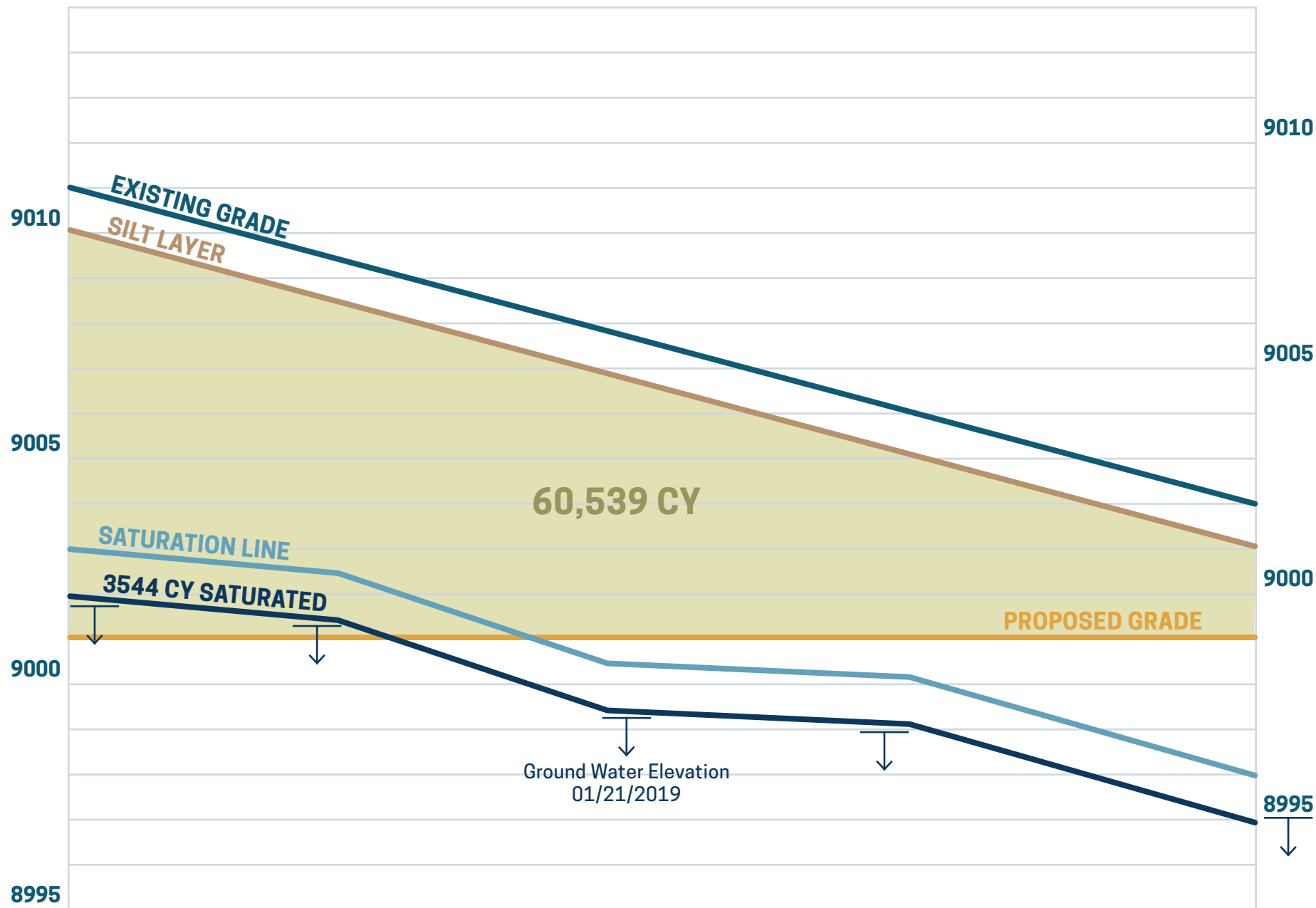


**“We have successfully completed several projects on time and budget within Summit County over the past few years with Schofield Excavation – Specifically the 2014 Snake River Pathway Improvements for Summit County Open Space and Trails, Phase 1 and 2 of the Denison Placer affordable housing project infrastructure improvements in 2016 and 2017 for the Town of Breckenridge/Corum and the crushing operation of approximately 30,000 CY of material (road base and gravel) on the old Airport property for the Town of Breckenridge in 2016.**

It has been a pleasure working with your highly qualified and professional staff during this process and we look forward to continuing the relationship.”

- Joseph E. Maglicic, PE, Ten Mile Engineering, Inc.

Area 1 Profile







# PERSONNEL AND EQUIPMENT

## Staff Capabilities

Schofield Excavation has compiled a proposed team of seasoned professionals who are ready and eager to serve the Town of Frisco. Our proposed team members are truly experienced and talented when it comes to providing the services outlined in this scope of work. Our local team has over 175 years of combined experience, and each member is genuinely passionate about providing quality services that will better the place they call home.

As a small, locally-owned and founded business, we always operate with a small business perspective while having large company resources. The Town will benefit from a high-touch approach receiving personal attention from top-level executives and decision-makers. Our project principal and project managers will operate within a “hands-on,” “boots in the field” method playing an active role in all stages of work. Being heavily involved from project start all the way through closeout, our

decision-makers will always be well-informed, available to make prompt resource and contractual decisions, and always and just a phone call or short drive away should any challenges need immediate attention.

An organization chart detailing the role of proposed team members can be found below, and detailed information on each key team member can be found on the following pages.

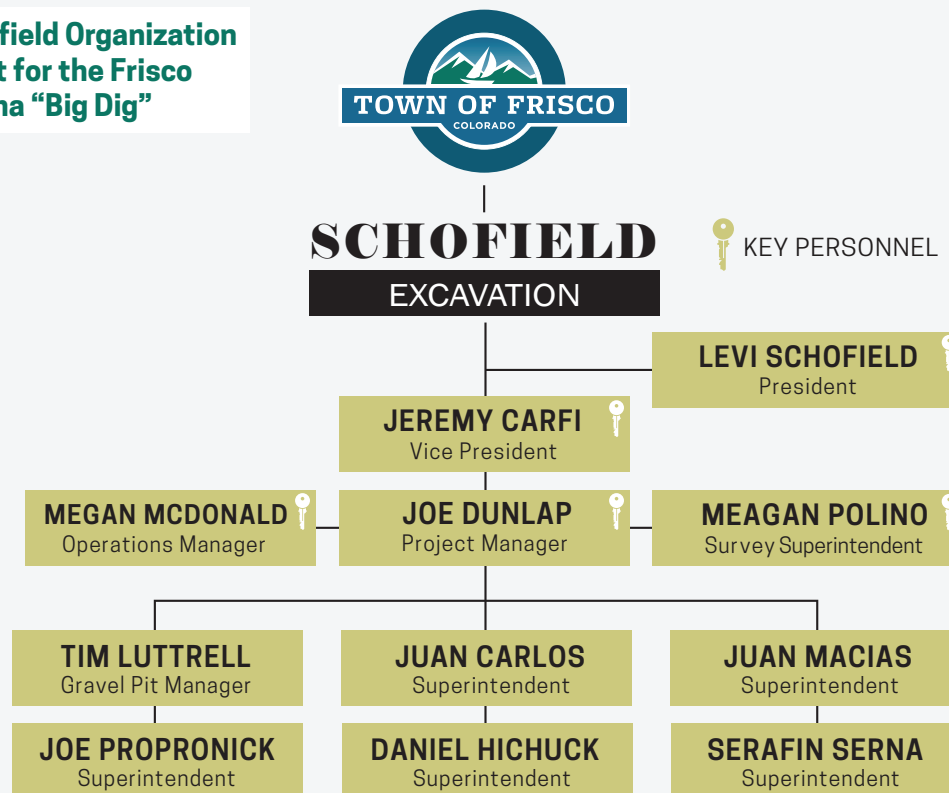
## Equipment Capabilities

Schofield Excavation maintains a modern fleet of equipment and is always up-to-date with tools and technology in the industry. We have access to all equipment needed to complete the services outlined in the scope of work for this project. For the Frisco Marina “Big Dig” project, we intend to use the following machines from our company-owned fleet:

- Cat Excavators ranging in size from 349 – 305.5
- Cat 980, 966, 950 loaders
- Cat D6T Dozer
- Metso Crushing and screening equipment
- Articulated Haul Trucks
- Cat CP 56 or cat 815 compactor
- Cat 143 Motor Grader
- Water Trucks
- Dump Trucks
- Ground thaw equipment and blankets

Schofield can draw upon additional in-house resources or engage one of our trusted and proven to perform rental company relationships as necessary.

**Schofield Organization Chart for the Frisco Marina “Big Dig”**




## MEET YOUR KEY TEAM MEMBERS



**Levi Schofield**   
President  
22 years experience

With over 20 years of excavation and construction experience in both the field and operational management, Levi brings invaluable knowledge of every aspect of the proposed scope of work to the Frisco Marina “Big Dig” project. Having worked his way through numerous roles within a project team organization as grading and excavation foreman, superintendent, project manager, estimator, and project principal, he has encountered every possible variable or challenge in projects similar to the “Big Dig” and bring unmatched lessons learned in crushing, grading, and the sale of mined materials. Levi has managed operations on numerous complex structural excavation projects which incorporated coordination with adjacent contractors, multiple ownership entities and stakeholders, and surrounding roadway and environmental elements. He provides oversight of site safety, site investigation and permit acquisition. Through his extensive project experience, Levi is conscious of the importance of hazard identification, safety standards, and scheduling coordination within a mining facility. Levi’s knowledge and background in the mining construction industry make him an ideal fit for the Project. For the entire life of the project, Levi will work collaboratively with the Town of Frisco, provide oversight of all work on the project, manage costs and risk, and ensure team accountability and collaboration to exceed project goals.



**Jeremy Carfi**   
Vice President  
20 years experience

Jeremy Carfi has been working with Schofield Excavation for the past four years. He brings 20+ years of expertise in estimating and project management of earthwork, utility, paving, aggregate production and sales, and general contracting. Jeremy has spent his career in working in Summit, Eagle, and Garfield counties and is well versed in managing projects that are sensitive to the environment and the community. Jeremy has had the opportunity to manage several environmentally sensitive projects including the Eagle River Restoration and Improvements at the State Bridge, Two Bridges Open Space Boat Ramps on Highway 131, and the Duck Pond Open Space and Boat Ramp in Gypsum, Colorado.

## ADDITIONAL KEY TEAM MEMBERS ARE ON PAGE 7.







**Joe Dunlap**



*Project Manager  
13 years experience*

Joe has built his career in Colorado mountain construction working for large, national general contractors on landmark development and infrastructure projects. Joe brings to the Frisco Marina “Big Dig” team an in-depth knowledge of large excavation operations and all of the requirements to ensure safety, efficiency, collaboration, and quality both in the field and in the office with project management leadership. Joe will communicate consistently with the Town’s project staff and engineering team to keep the schedule and budget goals always in focus. Joe has encountered any potential variable in his depth of past project experience of similar scope as this project, and this knowledge will allow our team to address any challenges and mitigate surprises



**Megan McDonald**



*Operations Manager  
9 years experience*

Megan McDonald is currently an Operations Manager with Schofield Excavation for heavy civil construction projects in mountain resort communities. She holds an undergraduate degree in Civil Engineering in addition to a Masters of Business Administration. She has seven years of experience in construction and project management focusing on public utilities, mass excavations, and roads and highways.



**Meagan Polino**



*Survey Superintendent  
22 years experience*

Meagan Polino has over 20 years of survey experience in mining, excavations, utilities, and other heavy civil projects. She has extensive experience in land surveying and conducting topographic surveys and will be a great asset to the Town of Frisco throughout the entire duration of this project. Meagan has completed several past projects of similar scope and brings with her years of experience and lessons learned. In addition, she is skilled in several useful programs such as ArcGIS, Erdas Imagine, UAVs, RTK GPS, Total Station, Level, Ground-Based LiDAR, Adobe Professional Suite, Access, Oracle, Windows, Microsoft Word and Excel, Quickbooks Pro, Various Surveyor Software; including both Office and Field.

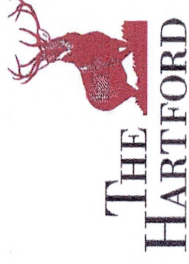




[illegible]



# INSURANCE



January 14, 2019

Town of Frisco  
Attn: Tom Hogeman, General Manager, Frisco Bay Marina  
PO Box 4100, 1 East Main Street  
Frisco, CO 80443

**Subject: Schofield Excavation, Inc.  
Surety Prequalification Letter  
Frisco Marina Big Dig**

Dear Mr. Hogeman:

Schofield Excavation, Inc. has asked that I briefly summarize our bonding relationship. Hartford Fire Insurance Company would favorably consider single projects in excess of the \$5 million range and an aggregate bond program in excess of the \$10 million aggregate backlog range.


Schofield Excavation, Inc. has the highest reputation within the construction industry. Our experience with Schofield Excavation, Inc. has been excellent and we highly recommend them.

The Hartford Fire Insurance Company is licensed to transact business throughout every state in the country, is listed on the Department of the Treasury's Listing of Certified Companies (NAIC #19682), and maintains an A.M. Best Rating of A+ with a financial size category of XV.

Please understand that any arrangement for any bonds is a matter between Schofield Excavation, Inc. and The Hartford. We assume no liability to third parties or to you if, for any reason, we do not issue the requested bonds. Further, the decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please feel free to call with any questions.

Regards,

  
Ted H. Rarrick  
Attorney-In-Fact

The Hartford Financial Services Group  
Phoenix Bond Office  
10010 N. 25th Ave.  
Phoenix, AZ 85021-2754  
Telephone: 602.674.2712  
paul.boley@thehartford.com

*Always Thinking Ahead*





# PAST PROJECTS AND REFERENCES

Schofield Excavation offers the Town the necessary experience and project understanding to ensure the Marina “Big Dig” is completed without issues, within the prescribed time frame, and with the highest quality performance. Our past project experience described on the following pages exemplify our team’s expertise in Summit County excavation projects for public/municipal clients.



## DENISON PLACER GRADING AND WATER LINE, BLOCK 11 OVER LOT GRADING AND INFRASTRUCTURE

### Project Description:

Schofield performed the following scope of work as part of this excavation project for the Town of Breckenridge:

**Phase 1** – 40,000 CY of dredge rock to excavate and crush into 3/4” screened rock and Class 6, for use on the Towns future water plant; 20,000 CY of dredge rock to over lot cut and fill, 2500 LF of water and sewer mains, subgrade preparation on entire 8-acre site.

**Phase 2** – Excavate 84,000 CY, haul to McCain site and place 84,000 cy of structural fill for the future school. Subgrade prep both sites upon completion of excavation and import and place 4,000 tons of class 6 base from Schofield’s gravel pit. Six week duration to complete the project to allow for the Bike Race camping and parking.

**Phase 3** – 20,000 CY of material to excavate and stock pile, overlot grade 20,000 CY of material, install 4,000 LF of sewer and water main. Two month duration to complete before winter conditions.

### Location:

Breckenridge, CO

### References:

Shannon Smith, Town of Breckenridge,  
970-453-3196,  
shannons@townofbreckenridge.com

Chris McGinnis, Town of Breckenridge,  
970-547-3183, chrism@townofbreckenridge.com

### Client:

Town of Breckenridge, CO



### NORTH FORK SEWER

**Project Description:** Sewer replacement with lift station abandonment and connections to existing main. Scope of work included SWMP, survey, 800 LF of sewer main with manholes, services, and river crossing.

**Location:** Keystone, CO

**References:** Tom Gosiorowski, County Engineer/ Public Works  
970-668-4198,  
tom.gosiorowski@summitcountyco.gov  
Chuck Clause, Snake River WWT Utility Director  
970-468-5794,  
chuck.clause@summitcountyco.gov

**Client:** Summit County, CO

**Schofield Team Members:** Daniel Hichuck, Joe Dunlap, Joe Propronick



### SMITH RANCH DEVELOPMENT

**Project Description:** As part of this 40-acre affordable housing development, Schofield excavated 40,000 CY of over lot grading cut to fill, placed the subgrade for roads and building pads, and installed 5,000 LF of water and sewer main and 3,000 LF storm sewer. Schofield also built several surrounding retaining walls and re-vegetated the area when the project was complete.

**Location:** Vail, CO

**References:** Joe Maglicic, Ten Mile Engineering  
970-485-5773, tenmileengineer@aol.com

Tim Crane, Compass Homes, 970-418-1598

**Client:** Compass Homes





## BLOCK 11 GRAVEL CRUSHING

**Project Description:** Excavation and crushing of 40,000 CY of dredge rock. The Town required that 15,000 tons of 3/4 " screened rock be crushed to meet their bedding spec. This material will be used for the Town's sewer plant addition. This project was performed within the constraints and ahead of schedule. Schofield Excavation took great care to mitigate any potential impact to the adjacent property owners and business owners.

**Location:** Breckenridge, CO

**References:** Joe Maglic, Ten Mile Engineering, 970-485-5773, [tenmileengineer@aol.com](mailto:tenmileengineer@aol.com)

Shannon Smith, Town of Breckenridge, 970-453-3196, [shannons@townofbreckenridge.com](mailto:shannons@townofbreckenridge.com)

**Client:** Town of Breckenridge, CO

**Schofield Team Members:** Megan McDonald, Jeremy Carfi, Juan Gonzales



## WILLIAMS PLACER CRUSHING AND RECLAIM

**Project Description:** Excavation, crushing, and exporting of 390,000 CY of dredge rock from the Williams Placer reclaim site for stream restoration.

**Location:** Breckenridge, CO

**References:** Jason Lederer, Open Space and Trail Summit County, 970-668-4213, [jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov)

Brian Lorch, Open Space and Trails Summit County, 970-668-4067, [brian.lorch@summitcountyco.gov](mailto:brian.lorch@summitcountyco.gov)

**Client:** Summit County, CO

**Schofield Team Members:** Levi Schofield, Tim Luttrell





## STONE CREEK FLOOD MITIGATION

**Project Description:** Regraded one mile of Stone Creek in the community of Eagle Vail, Colorado to mitigate against future flooding from Spring run off as well as repair erosion and scouring from previous flooding. This project was completed on time with no issues for Eagle County, Colorado.

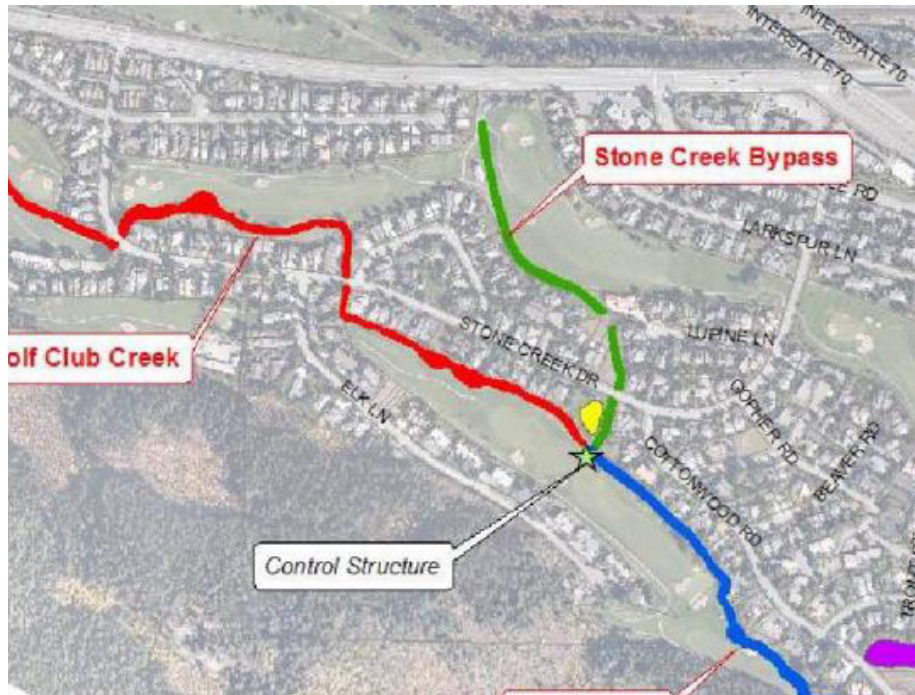
**Location:** Eagle Vail, CO

**References:** Greg Schroeder, Eagle County Engineer, 970-328-3567

Rick Ullom: Facilities Director, Eagle County, 970-328-8780, rick.ullom@eagle county.us

**Client:** Eagle County, CO

**Schofield Team Members:** Levi Schofield, Juan Macias



## LIONSRIDGE APARTMENTS

**Project Description:** Demolition and removal of eight (8), three-story buildings. Schofield removed and crushed all existing concrete on-site for use as structural fill. The project included over lot grading, utilities and excavation for four (4) new apartment buildings. Project similarities are crushing in a limited space in the city limits of Vail, CO.

**Location:** Vail, CO

**References:** Matt Bribach, Project Manager, Gorman Construction, 970-417-8486

Rob Padley, Project Manager, Gorman Construction, 608-835-3223, rpadley@gormanusa.com

**Client:** Gorman Construction

**Schofield Team Members:** Megan McDonald, Juan Gonzales, Juan Macias



# PROJECT COST

EXHIBIT A						
BID TABULATION - FRISCO BAY MARINA						
BIG DIG - REQUEST FOR PROPOSAL- ADDENDUM 1 - 01/03/2019						
ITEM NO.	CONTRACT ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	NOTES
1	Removal of Asphalt and Concrete	LS	↑	\$2,700.00	\$2,700.00	
2	Remove and Salvage Block Wall	LS	1	\$13,300.00	\$13,300.00	
3	Clearing and Grubbing	LS	1	\$36,500.00	\$36,500.00	
4	Earthwork - Fill (Structural) (Net)(3,5,6)	CY	47,395	\$5.50	\$260,672.50	
5	Earthwork - Fill (Landscape)(Net)(4,7)	CY	47,751	\$5.40	\$257,855.40	
6	Earthwork - Cut (Net)(1,2)	CY	68,105	\$5.25	\$357,551.25	
7	Stripped and Stockpiled Material (Wetland)	CY	1,646	\$6.00	\$9,876.00	
8	Stripped and Stockpiled Material (Remaining area)	CY	31,182	\$3.85	\$120,050.70	
9*	Reconstructed Block Wall (Wall Face Area)	SF	3,589	\$30.35	\$108,926.15	
10	Riprap	CY	3,743	\$10.00	\$37,430.00	
11	Aluminum Edger	LF	1,707	\$12.00	\$20,484.00	
12	Filter Fabric (Below Riprap)	SY	6,250	\$2.35	\$14,687.50	
-	-	-	-	-	-	
<del>14</del>	<del>Sand</del>	<del>CY</del>	<del>6,387</del>	<del>\$43.30</del>	<del>\$276,557.10</del>	
15	Revegetation	ACRE	5.3	\$5,600.00	\$29,680.00	
16	Silt Fence	LF	2,535	\$3.50	\$8,872.50	
17	Erosion Control	LS	1	\$12,700.00	\$12,700.00	
18	Construction Surveying	LS	1	\$38,000.00	\$38,000.00	
19	Mobilization	LS	1	\$113,000.00	\$113,000.00	
20	Gravel Surfacing	SY	3,434	\$9.30	\$31,936.20	

Notes: \*Town of Frisco to procure and deliver to site additional wall block as necessary.

Contract price is adjusted to reflect deletion of Sand. New Total: \$1,474,222.20

TOTAL PRICE

~~\$1,750,779.30~~

~~\$1,750,779.30~~

Contractors Bid Total

~~\$1,750,779.30~~

One million four hundred seventy four thousand two hundred twenty two & twenty cents.

(written total)

Submitted By

Schofield Excavation Inc.

(company)

Levi Schofield  
1-28-19

Levi Schofield  
(Authorized Personnel, Printed Name)

(Date of Bid)





# SCHOFIELD

## EXCAVATION

📍 Box 612 / 106 Oakridge Drive  
Suite 201  
Cypsum, CO 81637

📞 O: (970) 524-3478  
F: (970) 465-7395

✉️ [ifs@schofex.com](mailto:ifs@schofex.com)





## MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** ADDISON CANINO, ASSISTANT PUBLIC WORKS DIRECTOR  
**RE:** EXCAVATION ORDINANCE (TOWN CODE CHAPTER 87)  
**DATE:** FEBRUARY 12, 2019

**Summary Statement:** To brief Council on amending Chapter 87, Excavations, of Town Code. The changes concern; fees and bonds, time and area limitations for street obstructions, performance requirements, safety measures, cuts and backfill, duty to inform the Town Manager, conditions for issuance of permits, and concerning emergencies.

**Background:** Throughout the process of reworking the Town of Frisco Street Design and Access Criteria, it was noted that the Excavation Ordinance is referenced multiple times. Being that these documents work hand in hand with one another, one could not be changed without modifying the other. Not only that but the changes needed to be made to keep Frisco concurrent with what other municipalities are doing, in regards to their excavations.

**Staff Analysis:** After researching what other municipalities in the County are asking for when it comes to excavations I looked in to their codes to see what was required. In doing so I found that Frisco was behind in safety, fees/bonds, obstructions, issuing permits, and a few others listed in the summary statement. I think that we should be uniform with what other municipalities are asking for, so a future developer/excavator who has worked in the County before, will know what to expect prior to the commencement of work. The changes that have been made in this document are as follows:

- 87-4 Permit Applications Part G
  - Added that the excavator will need to show the kind of installation for excavation and a traffic control plan.
- 87-5 Fees and Bonds Part A
  - Fees have been raised for permits on public and private property. Both fees have been raised to one hundred dollars (\$100).
- 87-5 Fees and Bonds Part 1a
  - Dirt and gravel from twenty-five dollars (\$25) to fifty dollars (\$50) per yard, asphalt from sixty dollars (\$60) to one hundred dollars (\$100) per yard, and concrete from ninety dollars (\$90) to one hundred and fifty dollars (\$150) per yard.
- 87-7 Performance Requirements Part D

- Old verbiage changed and updated so that excavated materials shall be stored in a manner which they shall not impact surrounding areas, and shall use erosion control techniques as to not cause future problems to adjacent properties or Town infrastructure.
- 87-7 Performance Requirements Part H
  - Changes old verbiage so that a contractor can now excavate the width of street, while closed, as to get in and out quicker. These impacts tend to be resolved quicker, than closing one lane at a time.
- 87-8 Safety Measures Part C
  - Stating that protections need to follow the most current MUTCD (Manual of Uniform Traffic Control Devices).
- 87-8 Safety Measures Part D
  - Verbiage changed as to not allow an excavation to be unattended during sustained work stoppages without proper safety measures in place.
- 87-10 Cuts; Backfill Part A
  - Changed asphalt mix to most current and available kind in Summit County.
- 87-11 Replacement of Paving and Surfacing
  - Getting two documents to work better with one another and referencing the Street Design and Access Criteria.
- Entire document
  - Throughout the entire document one would read, “the Town Manager or his designee”. That has been changed to, “Public Works Director”.

**Staff Recommendation:** It is my recommendation, that Frisco Town Council approve the amending of Chapter 87, Excavations, section of Town Code. In doing so, the Town of Frisco can be more responsible with any digging that takes place in the public right-of-way, and hopefully avoid any unnecessary nuisances to the traveling public or neighboring properties. I believe that safety, being one of our primary concerns, is now addressed in a better manner, and that future developments will get better plans in place before they break ground.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-03**

AN ORDINANCE AMENDING CHAPTER 87 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING EXCAVATIONS, BY AMENDING SECTIONS 87-4, CONCERNING EXCAVATION PERMIT APPLICATIONS; 87-5, CONCERNING FEES AND BONDS, 87-6, CONCERNING TIME AND AREA LIMITATIONS FOR STREET OBSTRUCTIONS; 87-7, CONCERNING PERFORMANCE REQUIREMENTS; 87-8, CONCERNING SAFETY MEASURES; 87-10, CONCERNING CUTS AND BACKFILL; 87-11, CONCERNING REPLACEMENT OF PAVING AND SURFACING; 87-14, CONCERNING THE DUTY TO INFORM THE TOWN MANAGER; 87-15, CONCERNING CONDITIONS FOR THE ISSUANCE OF PERMITS; AND 87-19, CONCERNING EMERGENCIES.

WHEREAS, the Town of Frisco, Colorado ("Town") is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority in order to protect the public health, safety and welfare by regulating the activity of utility excavations within public and private property in the Town.

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

Section 1. Section 87-4 of the Code of Ordinances of the Town of Frisco (the "Code"), concerning excavation permit applications, is hereby amended to read as follows:

**§ 87-4. Permit Applications.**

Except for permits issued for excavation at a depth of three feet or less for shallow utility installations wholly contained within private property, excavation permits will be issued only on or after April 15 of each calendar year. All excavations must be completed and closed by October 31 of the calendar year in which the excavation permit was issued except excavations on wetlands and waterways where the Town Manager or his designee determines that excavation after October 31 is necessary to preserve the integrity of such wetlands. Except as otherwise expressly provided in this chapter, each and every application for an excavation permit shall be made in writing to the Public Works Office Manager and shall be made only by the person or entity that will actually perform the excavation work for which the permit is sought.

The permit application form is available at the office of the Public Works Office Manager and the applicant shall provide at least the following information:

- A. The applicant's name, address and telephone number;
- B. The date of application;
- C. The location, size, width, length and depth of the proposed excavation;
- D. The type of surface to be cut;

- E. The purpose of the excavation;
- F. The estimated time schedule, including the date the pavement will be broken, the date the excavation will be backfilled and the date of final repair; and
- G. All streets, alleys, sidewalks and other public property which will be affected by the excavation.

All permits issued shall be kept and maintained by the applicant for two (2) years after the work is performed. Every applicant shall agree, in making the application for a permit, to be bound by all provisions of this chapter. All applications for a permit shall be accompanied by a set of plans showing in detail: (1) the location, size, and type kind of installation for the excavation; and (2) a traffic control plan.

~~Section 2.~~ Section 87-5 of the Code, concerning fees and bonds for excavation permits, is hereby amended to read as follows:

#### **§ 87-5. Fees and Bonds.**

- A. Upon application for an excavation permit ~~for work on public property including but not limited to public easements~~, the permit applicant shall pay to the Town a permit fee in the sum of ~~fifty~~ one hundred dollars (\$~~5100~~) to cover the cost of administration, initial inspection, locates and final inspection. ~~The permit fee for utility installation excavations wholly contained within private property is ten dollars (\$10)~~
- B. No permit to excavate in any street, alley, sidewalk or other public place within the town shall be issued unless the applicant therefor shall have paid to the Town the required fee and bond based on the following schedule and complied with the issuance requirements herein. A maintenance bond shall be posted with the office of the Public Works Office Manager in the following amounts:
  - 1. Excavation maintenance bond.
    - a. In dirt and gravel: ~~twenty five~~ fifty dollars (\$~~2550~~) per square yard or portion thereof [formula used: width times length in feet, divided by nine (9) times the fee equals the bond].
    - b. In asphalt: ~~sixty~~ one hundred dollars (\$~~60100~~) per square yard, or portion thereof [formula used: width times length in feet, divided by nine (9) times the fee equals the bond].
    - c. In concrete: ~~ninety~~ one-hundred fifty dollars (\$~~90150~~) per square yard, or portion thereof [formula used: width times length in feet, divided by nine (9) times equals the bond].
- C. Upon completion of the work, excavation backfill, pavement and cleanup in accordance with this chapter and upon inspection by the ~~Town Manager~~ Public Works Director or his designee and notice that all requirements have been met and subject to the provisions of this Paragraph C and Paragraph F, the holder of the permit shall be refunded, after a two-year warranty period, the full amount of the bond. The Permittee is required to restore any excavation on public rights-of-way to an acceptable condition and permanently repair such

excavation within twenty (20) days of commencing the excavation. Prior to the permanent repair, permittee is required to maintain the excavated area. No asphalt/concrete cut shall be left without a permanent repair after October 31. In the event an asphalt/concrete cut is not repaired by October 31, the permittee shall forfeit the bond to the Town and the Town may perform the repair or cause the repair to be made.

- D. All applicants shall submit with the application a certificate of insurance coverage verifying at least six hundred thousand dollars (\$600,000) of personal injury and property damage coverage, if such work requires excavation or other construction activity within public rights-of-way or easements.
- E. Other than as set forth herein, there shall be no additional fee for the permit. If the permit is denied, the fee shall not be refunded.
- F. The ~~Town Manager~~ Public Works Director or his designee may at any time during the two (2) year warranty period for the work, excavation backfill, pavement, concrete or clean up, require the permittee to perform remedial work if the ~~Town Manager~~ Public Works Director or his designee finds the work, excavation backfill, pavement, concrete or cleanup to be in noncompliance with this chapter. In such instance, the ~~Town Manager~~ Public Works Director or his designee shall give written notice to the permit holder, sent by registered mail, to the address shown on the bond, as to the action required. The permittee shall complete the required action within fifteen (15) days of the date of mailing of the written notice. If the required action is not completed by the fifteenth (15th) day after mailing of the written notice:
  - 1. The ~~Town Manager~~ Public Works Director or his designee may initiate the required action; and
  - 2. The Town is entitled to payment under the bond or any portion thereof and such payment shall be immediately made to the Town upon the request of the ~~Manager~~ Public Works Director or his designee.

The Town's right to demand payment under the bond shall not be limited by the fact that the required action for which the payment is demanded cannot, during the fifteen day cure period or at the time of payment, be practically completed due to adverse weather conditions or any other cause. The permittee shall be solely responsible for such repair or replacement and the Town shall not be required to make any demand of permittee's agents, employees, contractors or subcontractors with respect to such required action.

~~Section 3.~~ Section 87-6 of the Code, concerning time and area limitations on street obstructions, is hereby amended to read as follows:

#### **§ 87-6. Time and Area Limitations on Street Obstructions.**

It shall be unlawful to obstruct more than the space of one (1) block and one (1) intersection at the same time in any one (1) street or to keep the same blocked for more than three (3) days. In the event of unforeseen extenuating circumstances, an applicant may apply for an extension of the three-day limitation and, after investigation of the extenuating circumstances, the ~~Town Manager~~ Public Works Director or his designee may grant such extension, provided that valid reasons and circumstances exist and justify the extension.

~~Section 4.~~ Section 87-7 of the Code, concerning performance requirements for excavations, is hereby amended to read as follows:

**§ 87-7. Performance Requirements.**

Any permittee making excavations by virtue of a permit issued under this chapter shall do work in such manner as to avoid unnecessary inconvenience and annoyance to the general public and to occupants of neighboring property. In particular, the following requirements shall be followed:

- A. Occupants of neighboring properties shall be notified by the permittee twenty-four (24) hours in advance of the work to be done. Such notice shall include the estimated time schedule and the extent of the work. Written notice shall also be given to all underground utility providers, including but not limited to providers of electric lines, telephone lines, gas lines, cable television/broadband internet service lines, sanitary sewer service lines, water service lines or any other type of underground utility. Summit County Communications Center shall be contacted by the permittee when any road closure or restriction is required for the excavation, and alerted as to the location of the work, duration and extent of traffic restriction.
- B. All utilities shall be installed to the depth specified in the approved plans and specifications for the utility installation, or to a depth of not less than two (2) feet whichever is greater, when such work is located within a public right-of-way.
- C. Noise, dust and debris shall be kept to as low a level as practicable.
- D. Excavated material shall be stored in neat, compact piles and erosion control techniques shall be used as necessary to prevent materials from being ~~not allowed to be~~ scattered by wind, rain, traffic or other means.
- E. Private driveways shall be kept open whenever possible. If driveways must be closed, they shall be closed at the time most convenient to the users thereof and for as short a time as possible.
- F. Not more than six hundred (600) lineal feet of trench shall be open at one (1) time without written permission from the Public Works Director.
- G. When traffic or other conditions warrant, the ~~Town Manager~~ Public Works Director or his designee may require that the work be accomplished during slack hours or at a particular time or that the work proceed on a twenty-four-hour-per-day basis, or he may require other appropriate measures. All such requirements shall be complied with.
- H. No excavations shall be made entirely across a street, or across so much of a street that traffic cannot move on said street, without written permission from the ~~Town Manager~~ Public Works Director or his designee. Such permission may impose additional requirements, and in such case such requirements shall be followed.

Section 5. Section 87-8 of the Code, concerning safety measures required for excavations, is hereby amended to read as follows:

### § 87-8. Safety Measures Required.

- A. A. It shall be unlawful for any person or business entity to dig up or cause to be dug up for utility installation any hole, drain, ditch or any other excavation on any private property or in any street, alley, sidewalk or other public place within the town without providing sufficient warning lights during the nighttime, to be placed with a suitable barricade or temporary fence around such hole, drain, ditch or other excavation in order to prevent persons, animals and vehicles from sustaining injury or damage.
- B. During the daytime, the barricade shall be maintained, but warning lights are not required.
- C. Every excavation shall be protected at all times by traffic safety appliances that conform to the most current Manual of Uniform Traffic Control Devices standard and are as prescribed by the ~~Town Manager~~ Public Works Director or his designee in order to minimize the disruption of the flow of traffic in the vicinity of the excavation. A traffic control plan shall be submitted and approved prior to any excavation on town rights-of-way. All signage shall meet the requirements of the most current Manual of Uniform Traffic Control Devices.
- D. ~~If an excavation is left open over a weekend, the contractor is required to use a snow fence around the excavation in addition to barricades and warning lights.~~ For any excavation that is left open due to the end of a work day, a weekend, holiday or other reason causing it to remain unattended, there shall be installed a snow fence around the excavation, in addition to barricades and warning lights.

~~Section 6~~ Section 87-10 of the Code, concerning excavation cuts and backfill, is hereby amended to read as follows:

### § 87-10. Cuts; Backfill.

- A. An excavation permit shall be obtained from the Town of Frisco Public Works Department prior to any utility cuts within the Town Limits. Any utility cut in any pavement or surfacing shall be made in a neat manner with square edges and corners. Such cuts shall be made with a pavement saw, air hammer or any such device that results in neat square edges and corners. All cuts shall be made either parallel or perpendicular to the roadway. Prior to patching, all damaged areas around the cut shall be removed. All patches shall be made to either the centerline of the street, or completely across the street. Patches shall be made with a minimum of six inches of base material (compacted to 95 percent Modified Proctor) and three inches of ~~Colorado Highway Department CDOT grading SX 1½ minus Superpave asphalt concrete SX 75 PG 58-28 ½ inch aggregate asphaltic concrete.~~ If the existing street contains greater base or pavement, the existing street thickness shall be matched. Prior to placement of pavement, a tack coat shall be applied to all edges of the existing pavement.

Infrared pavement patching will be required for all pavement patches in recreational paths and when the existing roadway asphalt is less than three (3) years old.

- B. Any street patches that, in the opinion of the ~~Town Manager~~ Public Works Director or his designee, are performed in an unacceptable manner and will cause an excessive bump, dip or will cause snow plowing problems, shall be removed and replaced, at the contractor's expense. Street patches shall be warranted for a period of two (2) years from the date of acceptance.

- C. Road cuts shall be spaced a minimum of 40' apart. If there is more than one cut within a 40' area, the entire section shall be replaced. If the cut is within ten feet (10') of an existing cut, the section between the cuts shall be replaced.
- D. Upon completion of the work, each permittee shall backfill excavations as required in this section.
1. All excavated material shall be removed, and backfill shall be of select material meeting the specifications established in the Town of Frisco Minimum Street Design and Access Criteria.
  2. All water pipelines (mains and services) shall have at least six (6) inches of bedding material of washed crushed gravel three fourths (3/4) inch or less in diameter. The first level above any pipeline shall consist of twelve (12) inches of crushed gravel three fourths (3/4) inch or less in diameter. Service lines shall also have frost protection as described in the Town of Frisco Water Construction Standards.
  3. In streets and alleys paved with asphalt, the permittee shall match existing asphalt depth or a minimum of three (3) inches which shall be made with ~~CODOT SX 1/2 minus Superpave~~ grading SX 75 PG 58-28 1/2 inch aggregate asphaltic concrete over a minimum of six (6) inches compacted road base. In gravel streets and alleys, the top eight (8) inches of the backfill shall be made with COOT specification Class 6 roadbase.
- E. These plans and specifications will meet the Town of Frisco's Minimum Street Design and Access Criteria so that they may be specifically adapted to the particular conditions of travel, load requirements, terrain, subsoil and moisture where backfill is to be affected.
- F. In the event of settlement or subsidence of a particular excavation, or part thereof, the permit holder who performed the excavation work shall be responsible for all repaving and repair cost occasioned thereby for a period of two (2) years.

Section 7. Section 87-11 of the Code, concerning replacement of paving and surfacing, is hereby amended to read as follows:

**§ 87-11. Replacement of Paving and Surfacing.**

Pavement shall be replaced after an excavation in a street, alley, sidewalk, or any public place by the Permittee as prescribed in the Street Design and Access Criteria.

Section 8. Section 87-14 of the Code, concerning a duty to inform the Town Manager of locations, is hereby amended to read as follows:

**§ 87-14. Duty to Inform ~~Town Manager~~ Public Works Director of Locations.**

It shall be the duty of every person or business entity to furnish information, upon request, to the ~~Town Manager~~ Public Works Director or his designee, regarding the location in any street, alley or sidewalk or other public place of the town of any pipe or other structure installed, maintained or utilized by such person.

Section 9. Section 87-15 of the Code, concerning conditions for issuance of excavation permits, is hereby amended to read as follows:



**§ 87-15. Conditions for Issuance of Permits.**

The ~~Town Manager~~ Public Works Director or his designee, shall approve the issuance of permits to dig in, open up, excavate or cause to be dug up, opened or excavated for utility installation any private property or any street, alley, sidewalk or other public place in the town to each of the following:

- A. Any permittee possessing, by ordinance, resolution or contract of the Town Council, general or special power to excavate in or perform other work for utility installation as aforesaid in or upon any private property or the streets, alleys, sidewalks or other public places in the Town.
- B. Any permittee possessing a town business license who has completed an excavation application which is approved and who has paid all fees and posted the required performance bond.

Section 10. Section 87-19 of the Code, concerning emergencies, is hereby amended to read as follows:

**§ 87-19. Emergencies.**

At any time that, in the opinion of the ~~Town Manager~~ Public Works Director or his designee, an emergency exists that threatens public health, safety or welfare, an emergency permit may be granted without written application for the permit having been made. After such a permit is granted, the permittee responsible or the person actually performing the work shall by telephone notify and so advise all public and private entities on the list maintained by the Public Works Officer Manager of the emergency work and shall verbally furnish the information provided on the form therefore. A written record of the verbal advisement shall be maintained by the person actually making the telephone notification for two (2) years after said work is performed.

Section 11. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING  
ORDERED THIS 12TH DAY OF FEBRUARY, 2019.

TOWN OF FRISCO, COLORADO:

\_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: ADDISON CANINO, ASSISTANT PUBLIC WORKS DIRECTOR**  
**RE: STREET DESIGN AND ACCESS CRITERIA UPDATE**  
**DATE: FEBRUARY 12, 2019**

**Summary Statement:** To brief Council on the changes and updates made to the Town's Street Design and Access Criteria from April 2014.

**Background:** The April 2014 version of the Street Design and Access Criteria was reviewed by Town staff and found to be out of date. Not only was this document out of date, but it was found to be contradictory to rules and regulations that are in place by the Planning and Community Development Departments. These irregularities caused some confusion amongst Town staff during development reviews and to potential developers/designers.

**Staff Analysis:** It was decided that this document needed to be reworked to better reflect current design standards for construction, in addition to communicating the same message that other departments are trying to make. There are many changes that have been made from the April 2014 version to the January 2019 version. Not only have there been many updates to design standards, as mentioned previously, but now Public Works, Planning and Community Development are on the same page. This was accomplished by meeting with Katie Kent and Bill Gibson on multiple occasions to discuss the discrepancies between this document and other Town standards.

While all of the departments that participate in design reviews were able to communicate fluidly between one another and come to conclusions on designs, now we are in a position where we can relay the most accurate information to developers in a timely and efficient manner. Not only does this put the Town in a better position, but developers are not wasting time and money trying to design based on different pieces of information. The changes that have been made would also better protect the Town from a legal standpoint.

The April 2014 version of this document was riddled with formatting errors, outdated construction standards, outdated erosion control/water quality standards and contradictory information (as stated previously). Some of the major changes are as follows:

- Entire document
  - Town Manager or his designee has been changed to the Public Works Director in accordance with Section VI, Waivers to These Criteria.
- Introduction

- Heavily modified from 2014; updated reference guides to what the Town uses for design practices. AASHTO, CDOT, Policy of Geometric Design for Streets.
  - The Public Works Director may also make changes to these criteria, and in doing so will ask if there is input from Town Manager or Council.
- I.B.5 – Street Classifications
  - Verbiage change showing the uniqueness of Main Street.
- I.C – Soils and Materials Testing
  - This entire section was laid out with more up to date guidelines on what the Town will be expecting from Materials and Soils Testing.
- I.F – Patching
  - Stating that our excavation permit has been changed to an excavation and right-of-way permit.
- I.G – Final Acceptance
  - Heavily modified from 2014. This states the testing that the Town now required and when those results will be due to the Town. There will be an inspection and notification of final acceptance. If roads are not accepted, a notice will be sent to developer stating problems.
- II.A – Sight Distance
  - Sight distance reference materials updated.
- II.A.2 – Sight Distance
  - Added intersection sight distance visual reference to give a better idea of what the Town is looking for during the design of an intersection.
- III – Cross Section Elements
  - Cross Section Elements were heavily revamped with better/more up to date design standards that most, if not all, designers should be aware of.
- III.D – Minimum Culvert Diameters
  - Section concerning culverts and how they should be constructed. There are many methods to do this, but we felt that these were out of date.
- III.E – Retaining Walls
  - Wanted to give the Town more leverage when someone proposes a retaining wall in the ROW. More requirements for constructing, and gives the Town a good starting point for removing/rebuilding/adding to in the future.
- IV.D – Driveways
  - Driveways have been a point where different departments asked for different things. With the changes made in this section, Public Works/Planning/CDD requirements align with one another.
  - One major change was taking out sections that cited the Galena Street Alley. This was something that was put in to this to better accommodate development of Cabin Housing. This was not a precedent that we wanted to stick with, so it has been removed.

- Design widths have been changed and it is noted that the Town will default to Fire Department requirements when Town requirements are not sufficient enough for Fire.
- IV.E – Pedestrian/Bicycle Facilities
  - In terms of Ped and Bike Facilities, there were discrepancies between what Public Works wanted to see and what CDD's plan was for these facilities. In terms of designing them, we kept/updated some information, but in terms of giving a better visualization/detail, we reference the Town of Frisco Trails Master Plan. This is a great way to bridge the gap that we had been missing since 2014.
- IV.H – Erosion Control
  - This was not clear as to what the Town was looking for in the 2014 version, so it has been updated to reference the Northwest Colorado Council for Government Water Quality Protection Standards as modified for the Town of Frisco. If there are differences between NCCGWQPS and Town Code, Section 180, Article 6, Town Code will supersede the NCCGWQPS.
- IV.I – Traffic Signage and Traffic Calming
  - With the legal ramifications that could be a possibility with traffic signing and calming, we felt this was absolutely necessary to update. In some parts of the County, they have used traffic calming while designing roads. This is something that we did not want to completely nullify from a design, but we are open to the idea if it were done "right".
- V - Other
  - Section updated completely.
- VI – Waivers to These Criteria
  - From a legal standpoint this section needed a complete overhaul. While we kept a lot from the 2014 version, we added more clear and concise direction for a developer to follow.
- Design Tables
  - These tables were previously out of order and did not flow with the document correctly. They have reordered in a manner which flows better with the document.

**Staff Recommendation:** It is my recommendation, that Frisco Town Council review the new changes set forth in the red line version of this document, and approve it for the upcoming 2019 building season. This January 2019 version is vast improvement over the version from April 2014. It is our job, as a Town which encourages conscientious and responsible development, to give accurate and concurrent information when it is requested, and I am happy to say that this update does all of that.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-07**

A RESOLUTION ADOPTING THE TOWN OF FRISCO MINIMUM STREET DESIGN AND ACCESS CRITERIA, DATED FEBRUARY 12, 2019.

WHEREAS, the Frisco Town Council has determined that it is in the best interest of its citizens and visitors to review and amend, periodically, the Town of Frisco Minimum Street Design and Access Criteria; and

WHEREAS, the Town's Public Works Director has reviewed the Town of Frisco Minimum Street Design and Access Criteria and has recommended changes to those standards based upon current best practices, and the general health, safety and welfare of citizens and visitors to the Town; and

WHEREAS, pursuant to Section 155-4 of the Town Code, street design shall conform to the Town's street construction specifications.

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

The Town of Frisco Minimum Street Design and Access Criteria, dated February 12, 2019, is hereby adopted.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 12TH DAY OF FEBRUARY, 2019.

TOWN OF FRISCO:

\_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk



# TOWN OF FRISCO

## MINIMUM STREET DESIGN AND ACCESS CRITERIA

~~NOVEMBER 2018~~  
**January 2019**

## Table of Contents

I.	General.....	4
A.	Introduction .....	4
B.	Street Classifications.....	4
C.	Soils and Materials Testing .....	5
D.	Design Speed .....	5
E.	Right-of-Way .....	5
F.	Patching.....	5
G.	Final Acceptance .....	6
II.	Basic Design Parameters.....	6
A.	Sight Distance .....	6
B.	Horizontal Alignment .....	7
C.	Vertical Alignment .....	7
III.	Cross Section Elements.....	8
A.	Concrete Pans, Curbs and Gutters (Concrete Drainage) .....	8
B.	Travel Lane Standards .....	9
C.	Shoulder Standards .....	10
D.	Minimum Culvert Diameters .....	10
E.	Retaining Walls.....	11
F.	Guardrail.....	11
G.	Signs .....	11
H.	Barriers.....	11
I.	Pavement Design.....	11
IV.	Other Elements of Design .....	12
A.	Intersection .....	12
B.	Cul-de-Sacs, <del>Alleys</del> and Dead Ends .....	13
C.	Parking Spaces .....	13
D.	Driveways.....	14
E.	Pedestrian/Bicycle Facilities .....	16
F.	Temporary Unpaved Streets .....	17
G.	Half Streets .....	17
H.	Erosion Control .....	17

I.    Traffic Signage and Traffic Calming .....	17
V.    Other .....	17
VI.    Waivers to These Criteria.....	18
A.    Summary .....	18
B.    Application .....	19
C.    Appeals.....	19
VII.    Specifications .....	19
VIII.    Detailed Design Requirements.....	19
Table 1.....	21
Intersection Design .....	21
Table 2.....	21
Street/ROW Widths .....	21
Table 3.....	21
Design Speeds.....	21



## I. General

### A. Introduction

The purpose of this document is to specify established standard principles and practices to be used in the design and construction of streets **or in Town right-of-way (unless otherwise noted)** in order to provide for uniformity of streets within the Town of Frisco and to ensure the safety of the general public. Designs of streets for construction within the Town of Frisco limits shall be approved by the Town prior to construction. The design factors, formulas, and tables are intended to serve as guidelines for street design. Ultimate responsibility for actual design, however, remains with the design engineer. Sound engineering judgement must be applied. All streets shall be designed by a Colorado Registered Civil Professional Engineer.

All new street design shall be in conformance with these design criteria unless otherwise approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. Documents recommended for additional reference include the CDOT (Colorado Department of Transportation) Design Guide, latest edition, A Policy on Geometric Design of Highways and Streets and Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT<400) both published by AASHTO (American Association of State Highway and Transportation Officials), and ADA Standards for Accessible Design.

The Public Works Director may, from time to time as necessary, make changes to these Street Design Criteria. Prior to doing so both the Town Manager and the Town Council shall be notified and asked for any input they may have.

### B. Street Classifications

The following classifications shall be utilized in determining the criteria under which a street is to be designed.

1. Alley – Provide for deliveries and back of house services to properties accessed off of another street. May also serve for access ~~when no other access exists~~.
2. Local Streets – Provide primary access to abutting properties.
  - a. Commercial (ex. Ten Mile Drive)
  - b. Residential (ex. Lagoon Drive)
3. Collector Streets – Carry traffic from local streets to Major Arterial Streets, Highways and principle generators within the community, such as neighborhood shopping centers, schools and recreation areas (ex. 8<sup>th</sup> Avenue).
4. Major Arterial – Designed for the movement of through traffic and heavy local traffic. Arterials generally connect major traffic generators. In some instances, parking is not allowed on arterials, such as state highways (ex. Summit Boulevard).
5. **Other** – Main Street from Summit Boulevard to the West Frisco Interchange is unique in nature as it provides access and parking but also carries through traffic.

## C. Soils and Materials Testing

All soils and material testing shall be done by a soil/materials-testing firm under the supervision of a Colorado Registered Geotechnical Professional Engineer.

Improvements made within Town ROW, soils testing and identification of the existing conditions shall be submitted to the Town with recommendations for structural sections. Structural sections shall be designed in accordance with Section III, H.

Improvements within Town ROW shall include observations and testing by a qualified Geotechnical Engineer. The testing firm will be required to provide sub-grade and road base for compaction test, materials testing of asphalt, road base, and concrete, and density tests of asphalt. All tests shall meet typical CDOT requirements for roadway construction. The Town shall be notified of any failed tests or unsuitable soils on site. Reports shall be provided to the Town.

If unsuitable soils are encountered, a modified design shall be submitted by the Geotechnical Engineer to the Town for approval prior to construction.

The Town may not accept projects or may require a longer warranty period if there are test failures or testing has not been completed according to the requirements of this section or recommendations by the Geotechnical Engineer.

## D. Design Speed

The choice of design speed is influenced principally by the character of terrain, type of roadway and traffic volume. A roadway in level or gently rolling terrain justifies a higher design speed than a roadway through steeper mountainous terrain.

Design speeds to be utilized for street design in the Town of Frisco are located in Table 3.

## E. Right-of-Way

The width of right-of-way (ROW) required depends on the proposed future street classification, topography in the area, and other physical controls. Minimum ROW widths to be dedicated for street construction in the Town of Frisco are listed in Table 2.

Additional ROW width may be required to facilitate future widening and other improvements as traffic and development warrants it is necessary to meet side slope requirements.

## F. Patching

Patching of Town streets shall require an Excavation/ROW Permit and shall follow the requirements detailed in the Excavation Ordinance of the Town Code (Chapter 87).

When new concrete (pan or curb and gutter) is added to an existing street, a minimum of two (2) feet of the existing roadway surface shall be removed and replaced to ensure a straight joint.

## G. Final Acceptance

Soils and material testing results shall be provided to the Town every two (2) weeks during construction and at the end of construction. Inspection by the Town designee shall be required for asphalt, sub-base, sub-grade, and form inspection. Prior to acceptance of any new street, the sub-divider or developer shall request, in writing, inspection and acceptance by the Town and provide the Town all soils and material testing results. The Public Works Director shall inspect the street and notify the developer in writing of acceptance or non-acceptance of the street.

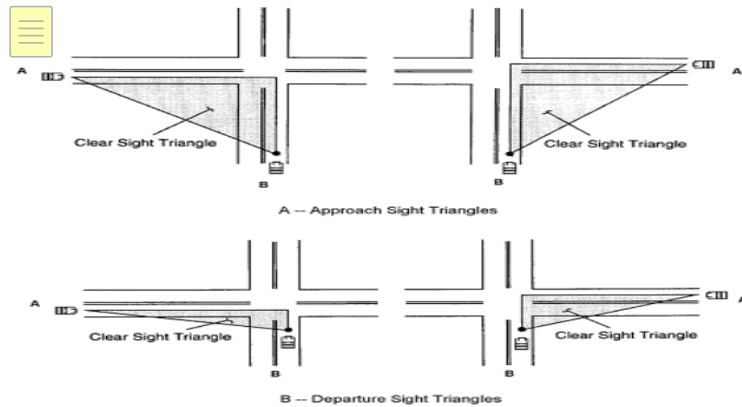
If not accepted, the notice shall identify reasons for non-acceptance so the developer may correct and re-apply. Until such time as the streets are accepted, the developer shall be fully responsible for all maintenance, including snow removal, for the street. The Town may not accept projects or may require a longer warranty period if there are failures or testing has not been completed according to the requirements of this section or recommendations by the Geotechnical Engineer.

## II. Basic Design Parameters

All new street design shall be in conformance with these design criteria unless otherwise approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. Documents recommended for additional reference include the CDOT (Colorado Department of Transportation) Design Guide, latest edition, A Policy on Geometric Design of Highways and Streets and Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT<400) both published by AASHTO (American Association of State Highway and Transportation Officials), and ADA Standards for Accessible Design.

### A. Sight Distance

1. A primary consideration in the design of a street is to provide adequate sight distance for safe and efficient operation. There are two (2) types of sight distance to be considered; that required for visibility at an intersection and that required for stopping. AASHTO standards shall be met for these types of sight distances.
2. Intersection Sight Distance – Intersection sight distance is defined by AASHTO as adequate when a driver has an unobstructed view of the entire intersection and sufficient lengths of the intersection road to avoid collisions. AASHTO standards shall be met for the sight triangle. Obstructions of any type installed by private property owners are prohibited within Town ROW per Town Code Section Nos. 127-6 and 127-39.



## B. Horizontal Alignment

1. *Standard for Curvature* – Table two (2) gives minimum centerline radii for curves. The table is based on design speed only. Increased radii may be required if minimum sight distances are not satisfied.
2. *Superelevation* – Superelevations ~~should~~ **shall** not be used on streets within the Town.
3. *Reversing Curves* – True reversing curves are not **to be** used in the Town of Frisco except as noted herein. In cases where curves in opposite directions must be used, a tangent between shall be used. A minimum of fifty (50) foot tangent shall be used if at all possible between reverse curves to facilitate steering and control. Lesser tangent lengths may be considered with deflection angle curves less than ten (10) degrees.
4. *Broken Back Curves* – Broken back curves consisting of two curves in the same direction joined by a tangent less than fifty (50) feet shall not be used in the Town of Frisco, except on local streets with prior approval from the Public Works Director.
5. *Coordination with Vertical Alignment* – To avoid the possibility of introducing serious traffic hazards, coordination is required between horizontal and vertical alignment. Particular care must be exercised to maintain proper sight distances at all times.
6. *Pavement Transition* – A pavement transition is the area of variable pavement width encountered when changing from one roadway width, or section, to another. All pavement transitions shall be based on the following formula:

$$L = WS^2 / 60$$

Where: L = Length of transition or taper (in feet)  
 S = posted speed limit (in MPH)  
 W = offset in width

## C. Vertical Alignment

1. *Grade Line* – The grade line is a reference line by which the elevation of the pavement and other features of the roadway are established. The grade line shall coincide with the street centerline for all streets.
2. *Grade* – The minimum and maximum grades as measured at centerline shall be one half percent (0.5%) and five percent (5%,) respectively. Steeper grades may be considered based on topography. Where allowed special consideration as to curves, solar exposure, and driveway limitations will be given. Steeper grades must be ~~discussed with~~ Public Works Director prior to design.
3. *Excessive Grade Changes* – Excessive grades ~~that create a roller coaster effect~~ shall not be permitted. Connections with existing streets shall be smooth transitions and existing grades shall be shown in the design for at least one hundred fifty (150) feet on all sides of a connection.
4. *Vertical Curves* – Properly designed vertical curves should provide adequate sight distance, safety, comfortable driving, good drainage, and pleasing appearance. Vertical curves in the Town of Frisco shall be parabolic curves.
5. *Intersection Grades* – Grades at intersections shall not exceed two percent (2%) at any point for one hundred (100) feet from the edge of the intersecting street, nor shall the grade exceed four percent (4%) overall for two hundred (200) feet from the same edge. Maximum grades may be increased beyond five percent (5%) for short distances in extreme terrain when approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. The through street may be up to a four percent (4%) grade through the intersection, although flattening the through street at the intersection is recommended.
6. *Traffic Control Devices* – Traffic control devices, such as speed bumps and humps, ~~should~~ be discussed with the Public Works Director prior to design. Any such design allowed must include proper design based on speeds and potential impacts to traffic and adjacent neighbors.

### III. Cross Section Elements

#### A. Concrete Pans, Curbs and Gutters (Concrete Drainage)

##### 1. General

Minimum grade in all concrete drainage systems shall be one half percent (0.5%) measured along the flow line.

Concrete drainage systems shall be used when justified by sound engineering reasons based on the following:

- a. Where required for proper drainage.
- b. Where needed for channelization, pavement edge delineation, control of access, pedestrian safety, or other means of improving traffic flow and safety.

- c. Where vertical separation between the travel lanes and adjacent sidewalks or pathways is necessary.

## 2. *Types*

For specifications on types of concrete drainage systems available refer to CDOT *Standard Plans – M & S Standards*, latest edition. Refer to these types as specified in that publication on any plans submitted to the Town.

## 3. *Cross Pans*

- a. Cross-pans for drainage, located at stop intersections, shall be a minimum of ten (10) feet wide, six (6) inch thick concrete with six (6) inches of road base.
- b. Cross-pans are not allowed on Collector streets unless specifically approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria.**
- c. Cross-pans are not allowed on Major Arterial streets.
- d. Cross-pans may be considered on alleys and local streets as a method of speed control, if properly designed and marked.
- e. Cross-pan approaches shall be designed using the appropriate design speeds as given in these specifications.
- f. Crown transitions where approaching a cross pan or an intersecting street shall be at a maximum of one percent (1%) change every twenty-five (25) feet.

## 4. *Location*

Where concrete drainage systems are used, street width requirements shall be measured from lip of concrete to lip of concrete. The Public Works Director shall be consulted on the type of concrete drainage to be used at any location in Town.

## 5. *Concrete Class and Additives* – Concrete used for concrete drainage and sidewalks shall be CDOT Class D concrete.

- a. *Strength* – minimum of four thousand five hundred (4500) psi
- b. *Fibers* – “Fiber Mesh” fibers or approved substitute shall be added to the concrete for strength, at the rate of one and a half (1.5) pounds of fiber per cubic yard of concrete.
- c. *Reinforcement* – May be required when additional strength is needed.

## **B. Travel Lane Standards**

### 1. *Cross Slope*

- a. Cross slope on all streets shall be a minimum of two percent (2%) measured from street centerline to edge of asphalt or concrete. In areas of minimum centerline grade, three percent (3%) shall be considered.
- b. Temporary unpaved streets shall be crowned to three percent (3%).
- c. When existing streets are overlaid, the maximum cross slope shall not exceed four percent (4%) measured as above.

## 2. *Width*

Street and alley asphalt widths depend on the total number of traveled lanes and their street classification. Minimums are listed in Table three (3).

## C. Shoulder Standards

1. *Width* – The width of improved shoulder will vary with use and location. The improved shoulder shall consist of six (6) inches of compacted road base at grade with improved roadway surface. If parking is to be allowed by the Town, eight (8) foot shoulders shall be used. If parking is not allowed, two (2) foot shoulders shall be used and the roadway shall be signed and designated no parking. The decision to allow or not to allow parking shall be made by the Town.
2. *Side Ditches* – Side ditches shall be used in all cut sections. All roadside swales shall be sized to handle the historical one hundred (100) year storm flows tributary to the street, unless alternate routes for the major runoff are provided. Culvert sizes shall be designed to carry the one hundred (100) year historical flows. The slope from the edge of the shoulder to the bottom of the side ditch shall not exceed three to one (3:1).
3. *Side Slopes* – Side slopes shall not exceed two to one (2:1), unless otherwise approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. Where slopes equal to or greater than two to one (2:1) are used, special provisions for erosion control and revegetation shall be made. Any proposal to deviate from a maximum two to one (2:1) slope shall be accompanied by a soils study identifying the slope treatment being proposed.

## D. Minimum Culvert Diameters

1. *Size* – All culverts installed shall be sized to handle the one hundred (100) year (historical) storm flows. The minimum allowable culvert size shall be twelve (12) inches for driveways and eighteen (18) inches for culverts crossing streets or alleys. Flared end sections shall not be used unless otherwise specified by the Public Works Director.
2. *Cover* – Minimum cover over all culverts shall be twelve (12) inches from top of pipe to finish road grade for all culverts crossing public streets or alleys, and six (6) inches for private driveways, unless otherwise approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. Additional cover may be required for larger culverts in accordance with the manufacturer's recommendations. Insulation may be required by the Town in cases where freezing may be a concern. Where needed for additional strength a concrete cover may be required over culverts.
3. *Type* – For all drainage systems, smooth walled high density polyethylene (HDPE) shall be used.

## E. Retaining Walls

Where necessary to meet required side slope grades, walls may be utilized.

1. *Height* – Retaining walls may not exceed six (6) feet in height. If a greater height is needed, the wall must be stepped in maximum six (6) foot increments with a minimum four (4) foot shelf.
2. *Location* – Retaining walls may not be located closer than ten (10) feet from the traveled lanes (maximum separation is desired).
3. *Design* – All retaining walls over four (4) feet in height must be designed by a Colorado Registered Civil Engineer, and are subject to Town review and approval.
4. *Materials* – the Town should be consulted prior to choosing which type of retaining wall materials will be utilized. The Town may specify which type to use since the Town will assume ownership and maintenance once constructed and accepted.
5. *Adequate ROW and Easements* – Adequate ROW or easements shall be provided to allow for proper maintenance and possible future replacement of all walls.  
*Design walls such that adequate ROW or easements shall be provided to allow for proper maintenance and possible future replacement of all walls or including additional ROW or easements.*

## F. Guardrail

Guardrail requirements shall be as specified in the State Highway Roadway Design Manual, latest edition. Corten steel shall be used for all guardrail installations.

## G. Signs

All signs and street markings shall be designed, constructed, and placed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, of a material and installation approved by the Town.

## H. Barriers

No barriers of any sort shall be allowed within the Town ROW (including all areas within ten (10) feet of roadway pavement or shoulders or curb/pan) unless approved by the Town. Landscape improvements including medians may be considered as long as adequate measures are made to protect the traveling public (such as curbs). Refer also to Town Code 127-6, Obstructions of Public Way.

## I. Pavement Design



1. *General* – Design of the pavement structure is the determination of the thickness of sub-base, bases, and surfacing to be placed over sub grade soils. The basic purpose is the selection of the most suitable, available materials and their most advantageous use.

Pavements shall be designed for a twenty (20) year life and designed by a Colorado Registered Civil Professional Engineer.

2. *Types of Surfacing* – Bituminous pavement (asphalt) surfacing shall be used for streets in the Town of Frisco.
3. *Thickness Design* – Thickness design shall be in accordance with the procedures as outlined in the CDOT Design Guide, latest edition. All new streets constructed in the Town of Frisco must be designed per these methods or other methods acceptable to the Public Works Director.
4. *Minimum Base and Asphalt Thickness* – The pavement design shall be used unless the designed thickness is less than the minimum allowable according to the street classification found in Table three (3).
5. *Plant Mix Pavement and Base Course* – All asphalt shall be SX (PG 58-28), one half (½) inch aggregate superpave. All road base shall be CDOT Class Six (6) for areas being paved or hard surfaced (concrete) and either Class 4 or Class 5 for deeper fills. These requirements may be modified by a geotechnical report if approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria.**
6. *Pedestrian / Bicycle Facilities Pavement Section* – Minimum section for pedestrian sidewalk and multi-use path shall be either four (4) inch concrete with three (3) inch compacted road base on a prepared sub-grade or three (3) inch asphalt with six (6) inch road base on prepared sub-grade.
7. *Fabrics* – The use of geotechnical fabric within the pavement section is discouraged. Fabric may be considered where appropriate, in areas of fill or areas with special soils.



## IV. Other Elements of Design

### A. Intersection

1. *Minimum Angle of Intersection* – Intersections shall approximate right angles as closely as possible. The minimum angle allowed for any type of intersection shall be seventy (70) degrees.
2. *Radius* – All intersections shall have a paved radius on all four corners with minimum radius as shown in Table 1.
3. *Cross Street Standard* – All local streets intersecting a Major Arterial Street shall be constructed to Collector Street standards for a distance of two hundred (200) linear feet as measured from the edge of Arterial right-of-way. This shall include street width (asphalt and base) and right-of-way width.

4. *Grades* – Grades at intersections shall not exceed two percent (2%) at any point for one hundred (100) feet from the edge of the intersecting street, nor shall the grade exceed four percent (4%) overall for the two hundred (200) feet from the same edge. Maximum grades may be increased beyond five percent (5%) for short distances in extreme terrain when approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. The through street may be up to a four percent (4%) grade through the intersection, although flattening the through street at the intersection is recommended.
5. *Separation* – Intersections shall not occur at less than a three hundred (300) linear foot separation wherever possible. In no case shall two intersections be within two hundred (200) linear feet (edge to edge of ROW) of each other. Opposing intersections (4 way) are required when intersecting with a major road and certain intersections of two collector streets. T-type intersections have shown to be far safer than cross-type and shall be considered in the design of residential subdivisions.
6. *Intersection at a Curve* – Intersections should not be placed on a curve unless all applicable sight and stopping distances are complied with.
7. *Intersection Sight Distance* – ~~Intersection sight distance is defined by AASHTO as adequate when a driver has an unobstructed view of the entire intersection and sufficient lengths of the intersecting road to avoid collisions. AASHTO standards shall be met for the sight triangle. Obstructions of any type installed by private property owners are prohibited within Town ROW per Town Code Section 127-6 and 127-39.~~ **Specifications on Intersection Sight Distance, refer to Section II.A. Sight Distance.**

## B. Cul-de-Sacs, Alleys and Dead Ends

1. *Cul-de-Sacs* – Cul-de-Sacs shall be permitted provided that they have a right-of-way diameter of at least one hundred fifty (150) feet; and an improved surface paved minimum ninety-nine (99) feet outer diameter and maximum forty-five (45) feet inner diameter. Maximum length of Cul-de-Sacs shall be determined by density of the development. In no case shall the maximum length exceed six hundred (600) feet.
2.  ~~*Alleys* – Alleys shall be included where necessary for access of deliveries and basic services that are not wanted on public streets.~~
3.  *Dead-End Streets* – Dead-end streets (except for cul-de-sacs) shall be prohibited unless they are designed to connect with future streets on adjacent land that has not been platted. In such case a temporary turnaround of at least eighty (80) foot diameter shall be provided. Use of a temporary hammerhead type turn may be considered in special cases if approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**.

## C. Parking Spaces

### *Size of Parking Stalls:*

- a) *30 degree to 90 degree* – The minimum size for this type of parking shall accommodate an eighteen and a half (18.5) foot by nine (9) foot rectangle within the stall.

- b) *Parallel Spaces* – Shall be twenty-five (25) foot as measured along the street and eight (8) foot wide.
- c) *Handicap Stalls* – Shall be a minimum of 8 foot wide by eighteen and a half (18.5) foot long, with a five (5) foot accessibility lane or eight (8) foot accessibility lane for vans. Handicap stalls placed on an angle shall accommodate an eight (8) foot wide by eighteen and a half (18.5) foot rectangle within the stall and accessibility lane as measured perpendicular to the stall. An acceptable route in compliance with ADA standards shall be provided from handicap stalls to businesses being served.
- d) All parking spaces and adjacent drive aisles shall not exceed four percent (4%) grade in any direction.

## D. Driveways

1. *General* – The term driveway or access are interchangeable terms and refer to the specific locations granted to properties adjacent to Town ROW for the purpose of accessing the property through the Town ROW from Town streets for all purposes including parking areas, dumpster enclosures, garages, etc.

~~Except for the Galena Street Alley in the Core Area, to accommodate Cabin Housing accesses for all purposes shall conform to the requirements of this section.~~

2. *Intent of Requirements* – Driveway spacing and widths have been established for aesthetic, maintenance purposes, and safety reasons.

~~Aesthetically, wide driveways are visually unappealing. If multiple wide driveways were used on the same roadway, the effect would be excessive pavement. For maintenance purposes, sufficient space is needed to accommodate Town snow storage adjacent to the roadway, minimum areas are needed to make them useful. No snow from private property may be stored or plowed onto Town ROW.~~

3. *Requirements* – A combination of these factors and others such as sight distance and safety has governed the following requirements:

- a) *Proximity to Intersection* – Driveways accessing Town ROW near an intersection of a Major Arterial (Summit Blvd.) shall be a minimum of fifty (50) feet and for all other street classifications shall be a minimum of thirty-five (35) feet from the intersecting street ROW as measured from the nearest edge of the driveway. When this spacing cannot be achieved (for example, due to topography or lot size) effort shall be made to place the entrance as far from the intersecting ROW as possible.
- b) *Access to Single Family* – Only one access will be allowed to single family residences. ~~More than one access will be considered by waiver for corner lots.~~ More than one access will be considered on lots with more than one street frontage when approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.

- c) *Parking Access* – ~~Except for Galena Street Alley in the Central Core Area, to accommodate Cabin Housing,~~ Parking areas on private property shall be accessed by a driveway through Town ROW from the street. Driveway widths shall be in accordance with (3.e) of this section.
- d) *Alleys* – Alleys may be used for ~~primary~~ access to an adjacent ~~property where no other access exists~~ and subject to approval of the Public Works Director **in accordance with Section VI, Waivers to These Criteria.**
- e) *Width of Driveways* – Driveway width is measured within Town ROW from the ROW line to the edge of pavement, with an allowable three (3) foot angled or radial taper. **All access and drive aisles are also subject to minimum widths as specified by the local fire authority.**

~~Except for the Galena Street Alley in the Central Core Area, to accommodate Cabin Housing, the width of any driveway connecting an off-street parking area with a public street, alley, or highway shall fall within the ranges as shown below, as measured within the Town right-of-way.~~

Single Family Homes	9 foot Minimum	20 foot Maximum
Duplexes or Multi-Units	9 foot Minimum	20 foot Maximum
Commercial/Business	12 foot (One-Way)	24 foot (Two-Way)

~~Dumpster enclosures shall be accessed through the same driveway allowed for access to the property. Additional width will not be allowed for access to dumpster enclosures adjacent to driveways within Town rights of way unless otherwise approved by the Public Works Director.~~

- f) *Driveway Spacing* – No two driveways connecting to a public or private street, alley or highway shall be within thirty (30) feet of one another measured from edge of driveway to edge of driveway within the Town ROW or private street ROW. When this spacing cannot be achieved (for example, due to topography or lot size) effort shall be made to place the driveways as far apart as possible and must be approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria.**

When a new driveway is requested adjacent to a vacant lot, a fifteen (15) foot spacing from that property line may be required. The intent is not to restrict the adjacent property owner on the location of their driveway due to the thirty (30) foot separation required.

- g) *Angle of Intersection* – All driveways shall intersect the access street at ninety (90) degrees unless otherwise approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria.**
- h) *Grade* – Driveways up to eight percent (8%) in grade, with steeper grades subject to approval from the Public Works Director. Safety issues for both the driveway **uses** and adjacent street users will be considered.
- i) *Drainage* – Facilities shall be graded for proper drainage so that surface discharge is channeled to a natural or improved drainage way without causing nuisance or damage to other properties or the improvements thereon. Proper drainage shall include the installation of such systems, including culverts and pans as necessary, which will protect

all affected public rights-of-way. Drainage off ~~private~~ driveways may not be directed directly onto Town street pavement.

- j) *Access to Collector and Major ~~or~~ Arterial Streets* – No driveways will be allowed onto collector or major arterial streets unless no other access to the lot exists. No new subdivisions shall be approved on which driveways must exit onto major arterial or collector streets, unless approved by the Town.
- k) *Heated Driveways* – Private driveways may be heated, excluding that portion extending into Town ROW to match the road edge. However, drainage from a heated driveway may not be discharged onto the Town street pavement; it must either be separated by a pan, or stop four (4) feet short of the Town street pavement.
- l) *Exemption and Conformity* – Driveways which are to be repaved (existing driveways) can be done to the previous width. Existing gravel driveways which are to be paved shall conform to these requirements.
- m) *Dumpster Access* – Dumpster enclosures shall be accessed through the same driveway allowed for access to the property. Additional width will not be allowed for the access to the dumpster enclosures adjacent to driveways within Town rights-of-way. Dumpster enclosures shall include a concrete floor, minimum of six (6) inches thick, including the area in front of the dumpster where the front wheels of a trash truck would sit while emptying the dumpster.
- n) *Main Street Access* – Driveways that directly access Main Street are discouraged and only permitted by the Public Works Director.

## E. Pedestrian/Bicycle Facilities

~~When pedestrian or bicycle pathways are required by Community Development, such facilities shall meet the following requirements.~~

Minimum sidewalk width shall be six (6) feet.

Minimum ~~bike pathway~~ **multi-use pathway** width shall be ten (10) feet wide with one foot compacted road base shoulders six (6) inches thick on each side.

Minimum section for both shall be either four (4) inch concrete with three (3) inch compacted road base on a prepared sub-grade or three (3) inches asphalt with six (6) inches road base on a prepared sub-grade.

Concrete shall comply with requirements in SECTION III, A, 5.

~~Pedestrian/bicycle~~ **Multi-use** pathways shall have handicap ramps in compliance with current ADA standards.

Reduced widths for ~~bike and pedestrian pathways~~ **multi-use pathways** may be considered where ROW widths are limited.

Detached sidewalks and multi-use paths are preferred where ROW and topography allows. If sidewalks and pathways are attached then the roadway they should be separated by either a pan or curb and gutter to provide either vertical or horizontal separation.

The Town of Frisco *Trails Master Plan*, Chapter 3 Paved Trails Typologies and Standards, should be reference as a guide to design of pedestrian and bike facilities. Specifications for design shall follow the criteria outlined in this section.

## F. Temporary Unpaved Streets

Under certain circumstances, the Public Works Director may allow either a delay in final paving of a new street, or a delay in the final lift, until the following construction season to allow sufficient time for roadway stabilization or until a certain percentage of build out occurs. In those cases, all street construction up to and including base work shall be completed. Unpaved streets shall be graded to three percent (3%) crown and then re-graded and compacted as required by these standards prior to paving. Unpaved streets will not be accepted by the Town for maintenance purposes.

## G. Half Streets

Half streets arise in attempting to locate street centerlines on the perimeters of subdivisions for land parcels. Constructions of half streets are not allowed in the Town of Frisco.

## H. Erosion Control

Erosion control shall be in accordance with Exhibit A, the Northwest Colorado Council of Government Water Quality Protection Standards as modified for the Town of Frisco, attached to these Street Design Criteria and Frisco Town Code, Section 180, Article 6. Frisco Town Code shall supersede any contradictions between the two documents. Any deviation from these requirements must be approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.

## I. Traffic Signage and Traffic Calming

All traffic related signage on Town Streets or ROW shall comply with the Manual of Uniform Traffic Control Devices (MUTCD) as to size, materials and installation. Traffic Calming, including items such as speed bumps, speed humps, speed dips, and other forms of traffic calming shall be discussed with the Public Works Director prior to design. Any such design must include proper consideration to design speed, traffic impacts including emergency vehicles, noise impacts, and neighborhood impacts.

## V. Other

All new infrastructure given to the Town shall include a two (2) year warranty with appropriate security provided.

All construction plans shall include or refer to the Town of Frisco Construction General Notes, attached as Exhibit B to this document.

No barriers of any sort shall be allowed within the Town ROW (asphalt or shoulders) of any new public street, except curb and gutter, guard rails, street signs or retaining walls as approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria**. Landscaped median features properly designed and approved by the Public Works Director **in accordance with Section VI, Waivers to These Criteria** are excepted.

Any new subdivision shall have three (3) foot concrete drain pans for drainage and delineation on both sides of the roadway. If minimum grades cannot be achieved, other engineered alternatives may be considered.

Any improvements required on any portion of an existing street which serves as the access for a new development shall be designed and paid for by the developer of that new development. New and existing roadways shall be designed or improved to handle the additional traffic volume generated.

Prior to acceptance of any new street, the sub-divider of developer shall request, in writing, inspection and acceptance by the Town and provide to the Town all soils and materials testing results. The Public Works Director shall inspect the street and notify the developer in writing of acceptance or non-acceptance so the developer may correct them and re-apply. Until such time as the streets are accepted, the developer shall be fully responsible for all maintenance, including snow removal, for the street.

Request for acceptance may only be made between April 15<sup>th</sup> and October 15<sup>th</sup>.

New streets accepted by the Town shall be warrantied for a period of two (2) years from the date of acceptance. The Town shall inspect the streets prior to the end of the warranty period and notify the developer of any deficiencies identified.

Damage to Town property (e.g. pavement, signs, ground cover) as a result of construction activities shall be the responsibility of the developer/owner to repair or replace the damaged Town property at their expense to the satisfaction of the Town.

## **VI. Waivers to These Criteria**

### **A. Summary**

These design criteria as presented are intended to aid that design of the Engineer in preparation of plans and specifications for the Town of Frisco, including minimum standards where required. As with any set of design criteria, occasions will arise in which the criteria or minimums are inappropriate. In these cases, a waiver to these criteria may be considered by the Town, but should not be assumed.

## B. Application

An application for a waiver to these criteria shall be filed with the Public Works Director. The waiver application shall be reviewed by the Public Works Director and shall only be approved upon a determination that:

1. Failure to grant the waiver would result in practical difficulty for the applicant or would make the project economically unfeasible for the applicant.
2. Granting the waiver would facilitate project maintenance; and
3. Granting the waiver would not be detrimental to public health, safety and welfare.

## C. Appeals

~~Any decision made by the Public Works Director may be appealed, in writing, to the Town Manager.~~  
Any decision made by the Public Works Director may be appealed in accordance with Town of Frisco Unified Development Code, 2.7.1, Appeals. Instances where Community Development Director is referenced shall be replaced by the Public Works Director for waivers to these criteria.

## VII. Specifications

All construction methods and materials shall be in accordance with the Colorado Department of Transportation, Roadway Design Guide, and Construction Specifications, latest editions. In addition, testing in accordance with the same specifications shall also be performed.

## VIII. Detailed Design Requirements

### *Design Drawing Requirements*

All construction plans, pertaining to this Street Design Criteria, designed for construction in the Town of Frisco must meet the following criteria:

1. Twenty-four (24) in by thirty-six (36) inch blue line prints.
2. One (1) inch = fifty (50) feet horizontal and one (1) foot = five (5) foot vertical or one (1) foot = twenty (20) foot horizontal and one (1) inch = two (2) foot vertical.

(Larger scales will be considered.)

Any construction plans, pertaining to this Street Design Criteria, designed for construction in the Town of Frisco shall contain the following information:



1. Scale.
2. North arrow.
3. Plan view of all streets.
4. Grades.
5. Profiles of existing ground and proposed street at centerline (existing ground dashed).
6. Length of vertical curves, BVC's EVC's and PIV's.
7. Culverts including location, size and slope, and minimum cover.
8. Crosspans including location, size and slope.
9. All other structures.
10. Existing and proposed utility locations and elevations.
11. Existing and proposed signage.
12. Bench Mark, located within one thousand (1,000) feet of the street, tied to USGS datum, and referenced to the Town GIS datum.
13. Horizontal curve data including radii, delta angles, bearing, distances, centerline stations at one hundred (100) foot intervals, and BC and EC stationing.
14. Right-of-way widths.
15. Street cross sections for all typical sections.
16. Street names, including all intersections.
17. Flow arrows showing direction of drainage.
18. Existing and finished grade contours, two (2) foot spacing (one (1) foot spacing may be requested for more detail in flat areas).
19. Complete design drawings for all structures, such as bridges and box culverts.
20. Stamp and signature of the Colorado Registered Professional Engineer under whose direction the plans were prepared.
21. Soils report (where required).

**Table 1**  
**Intersection Design**

<b>Design Topic</b>	<b>Street Type</b>			
	<b>Alley</b>	<b>Local</b>	<b>Collector</b>	<b>Arterial</b>
Minimum Curb or Edge of Asphalt Radius (in feet)	25	30	30	40

**Table 2**  
**Street Classifications/Design Specifications**

<b>Street Type</b>	<b>Minimum Dedicated ROW (in feet) (see note 1)</b>	<b>Minimum Paved Width (in feet)</b>	<b>Minimum Allowable Base and Asphalt (see notes 2, 4)</b>
ARTERIAL	100	36 foot paved	4 inch asphalt 5 inch base
COLLECTOR	80	36 foot paved	3 inch asphalt 4 inch base
LOCAL (COMMERCIAL)	60	30 foot paved	4 inch asphalt 5 inch base
LOCAL (RESIDENTIAL)	60	24 foot paved	3 inch asphalt 4 inch base
ALLEYS	40	20 foot paved	3 inch asphalt 4 inch base
CUL-DE-SACS	75 radius	45 foot radius	3 inch asphalt 4 inch base

NOTES:

1. Required right-of-way may be modified in some cases by the Public Works Director.
2. Asphalt mat to be placed in two (2) lifts unless total pavement design is three (3) inches, in which case one lift may be considered.
3. Paving fabric will not be allowed, geotechnical fabric preferred depending on soils testing.

**Table 3**  
**Design Speeds**

<b>Street Type</b>	<b>Design Speed (MPH) (see note)</b>	<b>Minimum Centerline Radius (in feet)</b>	<b>Minimum Tangent Between Curves (in feet)</b>
LOCAL	25	75	50
COLLECTOR	35	300	150
ARTERIAL	35	300	150

NOTE: Design speed is not necessarily posted speed.



# TOWN OF FRISCO

## MINIMUM STREET DESIGN AND ACCESS CRITERIA

~~NOVEMBER 2018~~  
February 12, 2019

## Table of Contents

I.	General.....	4
A.	Introduction .....	4
B.	Street Classifications.....	4
C.	Soils and Materials Testing .....	5
D.	Design Speed .....	5
E.	Right-of-Way .....	5
F.	Patching.....	5
G.	Final Acceptance .....	6
II.	Basic Design Parameters.....	6
A.	Sight Distance .....	6
B.	Horizontal Alignment .....	7
C.	Vertical Alignment .....	8
III.	Cross Section Elements.....	8
A.	Concrete Pans, Curbs and Gutters (Concrete Drainage) .....	8
B.	Travel Lane Standards .....	9
C.	Shoulder Standards .....	10
D.	Minimum Culvert Diameters .....	10
E.	Retaining Walls.....	11
F.	Guardrail.....	11
G.	Signs .....	11
H.	Barriers.....	11
I.	Pavement Design.....	12
IV.	Other Elements of Design .....	12
A.	Intersection .....	12
B.	Cul-de-Sacs, <del>Alleys</del> and Dead Ends .....	13
C.	Parking Spaces .....	13
D.	Driveways.....	14
E.	Pedestrian/Bicycle Facilities .....	16
F.	Temporary Unpaved Streets .....	17
G.	Half Streets .....	17
H.	Erosion Control .....	17

I.    Traffic Signage and Traffic Calming .....	17
V.    Other .....	17
VI.    Waivers to These Criteria.....	18
A.    Summary .....	18
B.    Application .....	19
C.    Appeals.....	19
VII.    Specifications .....	19
VIII.    Detailed Design Requirements.....	19
Table 1.....	22
Intersection Design .....	22
Table 2.....	22
Street/ROW Widths .....	22
Table 3.....	22
Design Speeds.....	22

## I. General

### A. Introduction

The purpose of this document is to specify established standard principles and practices to be used in the design and construction of streets or in Town right-of-way (unless otherwise noted) in order to provide for uniformity of streets within the Town of Frisco and to ensure the safety of the general public. Designs of streets for construction within the Town of Frisco limits shall be approved by the Town prior to construction. The design factors, formulas, and tables are intended to serve as guidelines for street design. Ultimate responsibility for actual design, however, remains with the design engineer. Sound engineering judgement must be applied. All streets shall be designed by a Colorado Registered Civil Professional Engineer.

All new street design shall be in conformance with these design criteria unless otherwise approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria. Documents recommended for additional reference include the CDOT (Colorado Department of Transportation) Design Guide, latest edition, A Policy on Geometric Design of Highways and Streets and Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT<400) both published by AASHTO (American Association of State Highway and Transportation Officials), and ADA Standards for Accessible Design.

The Public Works Director may, from time to time as necessary, make changes to these Street Design Criteria. Prior to doing so both the Town Manager and the Town Council shall be notified and asked for any input they may have.

### B. Street Classifications

The following classifications shall be utilized in determining the criteria under which a street is to be designed.

1. Alley – Provide for deliveries and back of house services to properties accessed off of another street. May also serve for access ~~when no other access exists~~.
2. Local Streets – Provide primary access to abutting properties.
  - a. Commercial (ex. Ten Mile Drive)
  - b. Residential (ex. Lagoon Drive)
3. Collector Streets – Carry traffic from local streets to Major Arterial Streets, Highways and principle generators within the community, such as neighborhood shopping centers, schools and recreation areas (ex. 8<sup>th</sup> Avenue).
4. Major Arterial – Designed for the movement of through traffic and heavy local traffic. Arterials generally connect major traffic generators. In some instances, parking is not allowed on arterials, such as state highways (ex. Summit Boulevard).
5. Other – Main Street from Summit Boulevard to the West Frisco Interchange is unique in nature as it provides access and parking but also carries through traffic. Access directly from Main Street is discouraged.

## C. Soils and Materials Testing

All soils and material testing shall be done by a soil/materials-testing firm under the supervision of a Colorado Registered Geotechnical Professional Engineer.

~~For~~ Improvements made within Town ROW, soils testing and identification of the existing conditions shall be submitted to the Town with recommendations for structural sections. Structural sections shall be designed in accordance with Section III, ~~H~~ L.

Improvements within Town ROW shall include observations and testing by a qualified Geotechnical Engineer. The testing firm will be required to provide sub-grade and road base for compaction test, materials testing of asphalt, road base, and concrete, and density tests of asphalt. All tests shall meet typical CDOT requirements for roadway construction. The Town shall be notified of any failed tests or unsuitable soils on site. Reports shall be provided to the Town promptly after preparation.

If unsuitable soils are encountered, a modified design shall be submitted by the Geotechnical Engineer to the Town for approval prior to construction.

The Town may not accept projects or may require a longer warranty period if there are test failures or testing has not been completed according to the requirements of this section or recommendations by the Geotechnical Engineer.

## D. Design Speed

The choice of design speed is influenced principally by the character of terrain, type of roadway and traffic volume. A roadway in level or gently rolling terrain justifies a higher design speed than a roadway through steeper mountainous terrain.

Design speeds to be utilized for street design in the Town of Frisco are located in Table ~~3~~ 1.

## E. Right-of-Way

The width of right-of-way (ROW) required depends on the proposed future street classification, topography in the area, and other physical controls. Minimum ROW widths to be dedicated for street construction in the Town of Frisco are listed in Table 2.

Additional ROW width may be required to facilitate future widening and other improvements as traffic and development warrants it is necessary to meet side slope requirements.

## F. Patching

Patching of Town streets shall require an Excavation/ROW ~~P~~ permit and shall follow the requirements detailed in the Excavation Ordinance of the Town Code (Chapter 87).

When new concrete (pan or curb and gutter) is added to an existing street, a minimum of two (2) feet of the existing roadway surface shall be removed and replaced to ensure a straight joint.

## G. Final Acceptance

Soils and material testing results shall be provided to the Town every two (2) weeks during construction and at the end of construction. Inspection by the Town designee shall be required for asphalt, sub-base, sub-grade, and form inspection. Prior to acceptance of any new street, the sub-divider or developer shall request, in writing, inspection and acceptance by the Town and provide the Town all soils and material testing results. The Public Works Director shall inspect the street and notify the developer in writing of acceptance or non-acceptance of the street.

If not accepted, the notice shall identify reasons for non-acceptance so the developer may correct and re-apply. Until such time as the streets are accepted, the developer shall be fully responsible for all maintenance, including snow removal, for the street. The Town may not accept projects or may require a longer warranty period if there are failures or testing has not been completed according to the requirements of this section or recommendations by the Geotechnical Engineer.

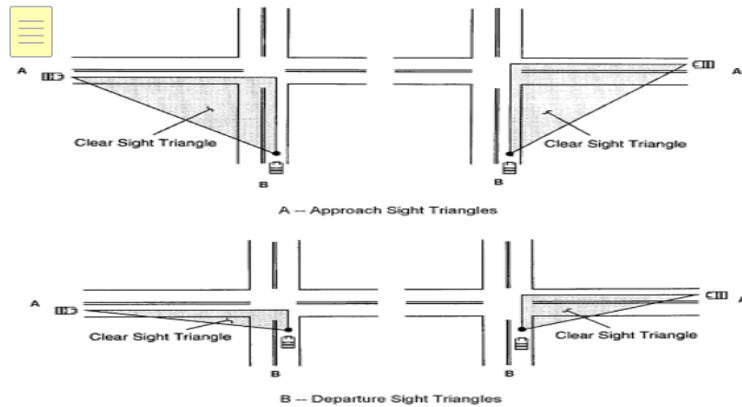
## II. Basic Design Parameters

All new street design shall be in conformance with these design criteria unless otherwise approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria. Documents recommended for additional reference include the CDOT (Colorado Department of Transportation) Design Guide, latest edition, A Policy on Geometric Design of Highways and Streets and Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT<400) both published by AASHTO (American Association of State Highway and Transportation Officials), and ADA Standards for Accessible Design.

### A. Sight Distance

1. A primary consideration in the design of a street is to provide adequate sight distance for safe and efficient operation. There are two (2) types of sight distance to be considered; that required for visibility at an intersection and that required for stopping. AASHTO standards shall be met for these types of sight distances.
2. Intersection Sight Distance – Intersection sight distance is defined by AASHTO as adequate when a driver has an unobstructed view of the entire intersection and sufficient lengths of the intersection road to avoid collisions. AASHTO standards shall be met for the sight triangle. Obstructions of any type installed by private property owners are prohibited within Town ROW per Town Code Section Nos. 127-6 and 127-39.





## B. Horizontal Alignment

1. *Standard for Curvature* – Table two (2) gives minimum centerline radii for curves. The table is based on design speed only. Increased radii may be required if minimum sight distances are not satisfied.
2. *Superelevation* – Superelevations ~~should~~ shall not be used on streets within the Town.
3. *Reversing Curves* – True reversing curves are not to be used in the Town of Frisco except as noted herein. In cases where curves in opposite directions must be used, a tangent between shall be used. A minimum of fifty (50) foot tangent shall be used if at all possible between reverse curves to facilitate steering and control. Lesser tangent lengths may be considered with deflection angle curves less than ten (10) degrees.
4. *Broken Back Curves* – Broken back curves consisting of two curves in the same direction joined by a tangent less than fifty (50) feet shall not be used in the Town of Frisco, except on local streets with prior approval from the Public Works Director.
5. *Coordination with Vertical Alignment* – To avoid the possibility of introducing serious traffic hazards, coordination is required between horizontal and vertical alignment. Particular care must be exercised to maintain proper sight distances at all times.
6. *Pavement Transition* – A pavement transition is the area of variable pavement width encountered when changing from one roadway width, or section, to another. All pavement transitions shall be based on the following formula:

$$L = WS^2 / 60$$

Where: L = Length of transition or taper (in feet)  
 S = posted speed limit (in MPH)  
 W = offset in width

## C. Vertical Alignment

1. *Grade Line* – The grade line is a reference line by which the elevation of the pavement and other features of the roadway are established. The grade line shall coincide with the street centerline for all streets.
2. *Grade* – The minimum and maximum grades as measured at centerline shall be one half percent (0.5%) and five percent (5%,) respectively. Steeper grades may be considered based on topography. Where allowed special consideration as to curves, solar exposure, and driveway limitations will be given. Steeper grades must be ~~discussed with~~ approved by the Public Works Director prior to design.
3. *Excessive Grade Changes* – Excessive grades ~~that create a roller coaster effect~~ shall not be permitted. Connections with existing streets shall be smooth transitions and existing grades shall be shown in the design for at least one hundred fifty (150) feet on all sides of a connection.
4. *Vertical Curves* – Properly designed vertical curves should provide adequate sight distance, safety, comfortable driving, good drainage, and pleasing appearance. Vertical curves in the Town of Frisco shall be parabolic curves.
5. *Intersection Grades* – Grades at intersections shall not exceed two percent (2%) at any point for one hundred (100) feet from the edge of the intersecting street, nor shall the grade exceed four percent (4%) overall for two hundred (200) feet from the same edge. Maximum grades may be increased beyond five percent (5%) for short distances in ~~extreme~~ variable terrain when approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria. The through street may be up to a four percent (4%) grade through the intersection, although flattening the through street at the intersection is recommended.
6. ~~*Traffic Control Devices* – Traffic control devices, such as speed bumps and humps, should be discussed with the Public Works Director prior to design. Any such design allowed must include proper design based on speeds and potential impacts to traffic and adjacent neighbors.~~

## III. Cross Section Elements

### A. Concrete Pans, Curbs and Gutters (Concrete Drainage)

#### 1. General

Minimum grade in all concrete drainage systems shall be one half percent (0.5%) measured along the flow line.

Concrete drainage systems shall be used when justified by sound engineering reasons based on the following:

- a. Where required for proper drainage.

- b. Where needed for channelization, pavement edge delineation, control of access, pedestrian safety, or other means of improving traffic flow and safety.
- c. Where vertical separation between the travel lanes and adjacent sidewalks or pathways is necessary.

## 2. *Types*

For specifications on types of concrete drainage systems available refer to CDOT *Standard Plans – M & S Standards*, latest edition. Refer to these types as specified in that publication on any plans submitted to the Town.

## 3. *Cross Pans*

- a. Cross-pans for drainage, located at stop intersections, shall be a minimum of ten (10) feet wide, six (6) inch thick concrete with six (6) inches of road base.
- b. Cross-pans are not allowed on Collector streets unless specifically approved by the Public Works Director [in accordance with Section VI, Waivers to These Criteria](#).
- c. Cross-pans are not allowed on Major Arterial streets.
- d. Cross-pans may be considered on alleys and local streets as a method of speed control, if properly designed and marked.
- e. Cross-pan approaches shall be designed using the appropriate design speeds as given in these specifications.
- f. Crown transitions where approaching a cross pan or an intersecting street shall be at a maximum of one percent (1%) change every twenty-five (25) feet.

## 4. *Location*

Where concrete drainage systems are used, street width requirements shall be measured from lip of concrete to lip of concrete. The Public Works Director shall be consulted on the type of concrete drainage to be used at any location in Town.

- 5. *Concrete Class and Additives* – Concrete used for concrete drainage and sidewalks shall be CDOT Class D concrete.
  - a. *Strength* – minimum of four thousand five hundred (4500) psi
  - b. *Fibers* – “Fiber Mesh” fibers or approved substitute shall be added to the concrete for strength, at the rate of one and a half (1.5) pounds of fiber per cubic yard of concrete.
  - c. *Reinforcement* – May be required when additional strength is needed.

## **B. Travel Lane Standards**

## 1. *Cross Slope*

- a. Cross slope on all streets shall be a minimum of two percent (2%) measured from street centerline to edge of asphalt or concrete. In areas of minimum centerline grade, three percent (3%) shall be considered.
- b. Temporary unpaved streets shall be crowned to three percent (3%).
- c. When existing streets are overlaid, the maximum cross slope shall not exceed four percent (4%) measured as above.

## 2. *Width*

Street and alley asphalt widths depend on the total number of traveled lanes and their street classification. Minimums are listed in Table three (3).

### **C. Shoulder Standards**

1. *Width* – The width of improved shoulder will vary with use and location. The improved shoulder shall consist of six (6) inches of compacted road base at grade with improved roadway surface. If parking is to be allowed by the Town, eight (8) foot shoulders shall be used. If parking is not allowed, two (2) foot shoulders shall be used and the roadway shall be signed and designated no parking. The decision to allow or not to allow parking shall be made by the Town.
2. *Side Ditches* – Side ditches shall be used in all cut sections. All roadside swales shall be sized to handle the historical one hundred (100) year storm flows tributary to the street, unless alternate routes for the major runoff are provided. Culvert sizes shall be designed to carry the one hundred (100) year historical flows. The slope from the edge of the shoulder to the bottom of the side ditch shall not exceed three to one (3:1).
3. *Side Slopes* – Side slopes shall not exceed two to one (2:1), unless otherwise approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria. Where slopes equal to or greater than two to one (2:1) are used, special provisions for erosion control and revegetation shall be made. Any proposal to deviate from a maximum two to one (2:1) slope shall be accompanied by a soils study identifying the slope treatment being proposed.

### **D. Minimum Culvert Diameters**

1. *Size* – All culverts installed shall be sized to handle the one hundred (100) year (historical) storm flows. The minimum allowable culvert size shall be twelve (12) inches for driveways and eighteen (18) inches for culverts crossing streets or alleys. Flared end sections shall not be used unless otherwise specified by the Public Works Director.
2. *Cover* – Minimum cover over all culverts shall be twelve (12) inches from top of pipe to finish road grade for all culverts crossing public streets or alleys, and six (6) inches for private driveways, unless otherwise approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria. Additional cover may be required for larger culverts in accordance with the manufacturer's recommendations. Insulation may be required by the Town in cases where freezing may be a concern. Where needed for additional strength a concrete cover may be required over culverts.

3. *Type* – For all drainage systems, smooth walled high density polyethylene (HDPE) shall be used.

## E. Retaining Walls

Where necessary to meet required side slope grades, walls may be utilized.

1. *Height* – Retaining walls may not exceed six (6) feet in height. If a greater height is needed, the wall must be stepped in maximum six (6) foot increments with a minimum four (4) foot shelf.
2. *Location* – Retaining walls may not be located closer than ten (10) feet from the traveled lanes (maximum separation is desired).
3. *Design* – All retaining walls over four (4) feet in height must be designed by a Colorado Registered Civil Engineer, and are subject to Town review and approval.
4. *Materials* – the Town should be consulted prior to choosing which type of retaining wall materials will be utilized. The Town may specify which type to use since the Town will assume ownership and maintenance once constructed and accepted.
5. *Adequate ROW and Easements* – ~~Adequate ROW or easements shall be provided to allow for proper maintenance and possible future replacement of all walls.~~  
Walls shall be designed such that adequate right-of-way or easements exist or shall be provided to allow for proper maintenance and possible future replacement of all walls.

## F. Guardrail

Guardrail requirements shall be as specified in the State Highway Roadway Design Manual, latest edition. Corten steel shall be used for all guardrail installations.

## G. Signs

All signs and street markings shall be designed, constructed, and placed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, of a material and installation approved by the Town.

## H. Barriers

No barriers of any sort shall be allowed within the Town ROW (including all areas within ten (10) feet of roadway pavement or shoulders or curb/pan) unless approved by the Town. Landscape improvements including medians may be considered as long as adequate measures are made to protect the traveling public (such as curbs). Refer also to Town Code 127-6, prohibiting Obstructions of Public Way.

## I. Pavement Design

1. *General* – Design of the pavement structure is the determination of the thickness of sub-base, bases, and surfacing to be placed over sub grade soils. The basic purpose is the selection of the most suitable, available materials and their most advantageous use.

Pavements shall be designed for a twenty (20) year life and designed by a Colorado Registered Civil Professional Engineer.

2. *Types of Surfacing* – Bituminous pavement (asphalt) surfacing shall be used for streets in the Town of Frisco.
3. *Thickness Design* – Thickness design shall be in accordance with the procedures as outlined in the CDOT Design Guide, latest edition. All new streets constructed in the Town of Frisco must be designed per these methods or other methods acceptable to the Public Works Director.
4. *Minimum Base and Asphalt Thickness* – The pavement design shall be used unless the designed thickness is less than the minimum allowable according to the street classification found in Table three (3).
5. *Plant Mix Pavement and Base Course* – All asphalt shall be SX (PG 58-28), one half (½) inch aggregate superpave. All road base shall be CDOT Class Six (6) for areas being paved or hard surfaced (concrete) and either Class 4 or Class 5 for deeper fills. These requirements may be modified by a geotechnical report if approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.
6. *Pedestrian / Bicycle Facilities Pavement Section* – Minimum section for pedestrian sidewalk and multi-use path shall be either four (4) inch concrete with three (3) inch compacted road base on a prepared sub-grade or three (3) inch asphalt with six (6) inch road base on prepared sub-grade.
7. *Fabrics* – The use of geotechnical fabric within the pavement section is ~~discouraged~~ prohibited. Fabric may be considered where appropriate, in areas of fill or areas with special soils.

## IV. Other Elements of Design

### A. Intersection

1. *Minimum Angle of Intersection* – Intersections shall approximate right angles as closely as possible. The minimum angle allowed for any type of intersection shall be seventy (70) degrees.
2. *Radius* – All intersections shall have a paved radius on all four corners with minimum radius as shown in Table 1.
3. *Cross Street Standard* – All local streets intersecting a Major Arterial Street shall be constructed to Collector Street standards for a distance of two hundred (200) linear feet as measured from the edge of Arterial right-of-way. This shall include street width (asphalt and base) and right-of-way width.

4. *Grades* – Grades at intersections shall not exceed two percent (2%) at any point for one hundred (100) feet from the edge of the intersecting street, nor shall the grade exceed four percent (4%) overall for the two hundred (200) feet from the same edge. Maximum grades may be increased beyond five percent (5%) for short distances in extreme terrain when approved by the Public Works Director [in accordance with Section VI, Waivers to These Criteria](#). The through street may be up to a four percent (4%) grade through the intersection, although flattening the through street at the intersection is recommended.
5. *Separation* – Intersections shall not occur at less than a three hundred (300) linear foot separation wherever possible. In no case shall two intersections be within two hundred (200) linear feet (edge to edge of ROW) of each other. Opposing intersections (4 way) are required when intersecting with a major road and certain intersections of two collector streets. T-type intersections have shown to be far safer than cross-type and shall be considered in the design of residential subdivisions.
6. *Intersection at a Curve* – Intersections should not be placed on a curve unless all applicable sight and stopping distances are complied with.
7. *Intersection Sight Distance* – ~~Intersection sight distance is defined by AASHTO as adequate when a driver has an unobstructed view of the entire intersection and sufficient lengths of the intersecting road to avoid collisions. AASHTO standards shall be met for the sight triangle. Obstructions of any type installed by private property owners are prohibited within Town ROW per Town Code Section 127-6 and 127-39.~~ [For specifications on Intersection Sight Distance, refer to Section II.A. Sight Distance.](#)

## **B. Cul-de-Sacs, Alleys and Dead Ends**

1. *Cul-de-Sacs* – Cul-de-Sacs shall be permitted provided that they have a right-of-way diameter of at least one hundred fifty (150) feet; and an improved surface paved minimum ninety-nine (99) feet outer diameter and maximum forty-five (45) feet inner diameter. Maximum length of Cul-de-Sacs shall be determined by density of the development. In no case shall the maximum length exceed six hundred (600) feet.
2. ~~*Alleys* – Alleys shall be included where necessary for access of deliveries and basic services that are not wanted on public streets.~~

*Dead-End Streets* – Dead-end streets (except for cul-de-sacs) shall be prohibited unless they are designed to connect with future streets on adjacent land that has not been platted. In such case a temporary turnaround of at least eighty (80) foot diameter shall be provided. Use of a temporary hammerhead type turn may be considered in special cases if approved by the Public Works Director [in accordance with Section VI, Waivers to These Criteria](#).

## **C. Parking Spaces**

*Size of Parking Stalls:*

- a) *30 degree to 90 degree* – The minimum size for this type of parking shall accommodate an eighteen and a half (18.5) foot by nine (9) foot rectangle within the stall.
- b) *Parallel Spaces* – Shall be twenty-five (25) foot as measured along the street and eight (8) foot wide.
- c) *Handicap Stalls* – Shall be a minimum of 8 foot wide by eighteen and a half (18.5) foot long, with a five (5) foot accessibility lane or eight (8) foot accessibility lane for vans. Handicap stalls placed on an angle shall accommodate an eight (8) foot wide by eighteen and a half (18.5) foot rectangle within the stall and accessibility lane as measured perpendicular to the stall. An acceptable route in compliance with ADA standards shall be provided from handicap stalls to businesses being served.
- d) All parking spaces and adjacent drive aisles shall not exceed four percent (4%) grade in any direction.

## D. Driveways

1. *General* – The term driveway or access are interchangeable terms and refer to the specific locations granted to properties adjacent to Town ROW for the purpose of accessing the property through the Town ROW from Town streets for all purposes including parking areas, dumpster enclosures, garages, etc.

~~Except for the Galena Street Alley in the Core Area, to accommodate Cabin Housing accesses for all purposes shall conform to the requirements of this section.~~

2. *Intent of Requirements* – Driveway spacing and widths have been established for aesthetic, maintenance purposes, and safety reasons.

~~Aesthetically, wide driveways are visually unappealing. If multiple wide driveways were used on the same roadway, the effect would be excessive pavement. For maintenance purposes, sufficient space is needed to accommodate Town snow storage adjacent to the roadway, minimum areas are needed to make them useful. No snow from private property may be stored or plowed onto Town ROW.~~

3. *Requirements* – A combination of these factors and others such as sight distance and safety has governed the following requirements:

- a) *Proximity to Intersection* – Driveways accessing Town ROW near an intersection of a Major Arterial (Summit Blvd.) shall be a minimum of fifty (50) feet and for all other street classifications shall be a minimum of thirty-five (35) feet from the intersecting street ROW as measured from the nearest edge of the driveway. When this spacing cannot be achieved (for example, due to topography or lot size) effort shall be made to place the entrance as far from the intersecting ROW as possible.
- b) *Access to Single Family* – Only one access will be allowed to single family residences. ~~More than one access will be considered by waiver for corner lots.~~ More than one access will be considered on lots with more than one street frontage when approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.



- c) *Parking Access* – ~~Except for Galena Street Alley in the Central Core Area, to accommodate Cabin Housing,~~ Parking areas on private property shall be accessed by a driveway through Town ROW from the street. Driveway widths shall be in accordance with (3.e) of this section.
- d) *Alleys* – Alleys may be used for ~~primary~~ access to an adjacent property ~~where no other access exists and~~ subject to approval of the Public Works Director in accordance with Section VI, Waivers to These Criteria.
- e) *Width of Driveways* – Driveway width shall be as set forth below and is measured within Town ROW from the ROW line to the edge of pavement, with an allowable three (3) foot angled or radial taper. All access and drive aisles are also subject to minimum widths as specified by the local fire authority.

~~Except for the Galena Street Alley in the Central Core Area, to accommodate Cabin Housing, the width of any driveway connecting an off-street parking area with a public street, alley, or highway shall fall within the ranges as shown below, as measured within the Town right-of-way.~~

Single Family Homes	9 foot Minimum	20 foot Maximum
Duplexes or Multi-Units	9 foot Minimum	20 foot Maximum
Commercial/Business	12 foot (One-Way)	24 foot (Two-Way)

~~Dumpster enclosures shall be accessed through the same driveway allowed for access to the property. Additional width will not be allowed for access to dumpster enclosures adjacent to driveways within Town rights of way unless otherwise approved by the Public Works Director.~~

- f) *Driveway Spacing* – No two driveways connecting to a public or private street, alley or highway shall be within thirty (30) feet of one another measured from edge of driveway to edge of driveway within the Town ROW or private street ROW. When this spacing cannot be achieved (for example, due to topography or lot size) effort shall be made to place the driveways as far apart as possible and must be approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.

When a new driveway is requested adjacent to a vacant lot, a fifteen (15) foot spacing from that property line may be required. The intent is not to restrict the adjacent property owner on the location of their driveway due to the thirty (30) foot separation required.

- g) *Angle of Intersection* – All driveways shall intersect the access street at ninety (90) degrees unless otherwise approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.
- h) *Grade* – Driveways up to eight percent (8%) in grade, with steeper grades subject to approval from the Public Works Director. Safety issues for both the driveway ~~uses~~ users and adjacent street users will be considered.
- i) *Drainage* – Facilities shall be graded for proper drainage so that surface discharge is channeled to a natural or improved drainage way without causing nuisance or damage to other properties or the improvements thereon. Proper drainage shall include the installation of such systems, including culverts and pans as necessary, which will protect

all affected public rights-of-way. Drainage off ~~private~~ driveways may not be directed ~~directly~~ onto Town street pavement.

- j) *Access to Collector and Major ~~or~~ Arterial Streets* – No driveways will be allowed onto collector or major arterial streets unless no other access to the lot exists. No new subdivisions shall be approved on which driveways must exit onto major arterial or collector streets, unless approved by the Town.
- k) *Heated Driveways* – Private driveways may be heated, excluding that portion extending into Town ROW to match the road edge. However, drainage from a heated driveway may not be discharged onto the Town street pavement; it must either be separated by a pan, or stop four (4) feet short of the Town street pavement.
- l) *Exemption and Conformity* – Driveways which are to be repaved (existing driveways) can be done to the previous width. Existing gravel driveways which are to be paved shall conform to these requirements.
- m) *Dumpster Access* – Dumpster enclosures shall be accessed through the same driveway allowed for access to the property. Additional width will not be allowed for the access to the dumpster enclosures adjacent to driveways within Town rights-of-way. Dumpster enclosures shall include a concrete floor, minimum of six (6) inches thick, including the area in front of the dumpster where the front wheels of a trash truck would sit while emptying the dumpster.
- n) *Main Street Access – Driveways that directly access Main Street are discouraged and only permitted by the Public Works Director in accordance with Section VI, Waivers to These Criteria.*

## E. Pedestrian/Bicycle Facilities

~~When pedestrian or bicycle pathways are required by Community Development, such facilities shall meet the following requirements.~~

Minimum sidewalk width shall be six (6) feet.

Minimum ~~bike pathway~~ multi-use pathway width shall be ten (10) feet wide with one foot compacted road base shoulders six (6) inches thick on each side.

Minimum section for both shall be either four (4) inch concrete with three (3) inch compacted road base on a prepared sub-grade or three (3) inches asphalt with six (6) inches road base on a prepared sub-grade.

Concrete shall comply with requirements in SECTION III, A, 5.

~~Pedestrian/bicycle~~ Multi-use pathways shall have handicap ramps in compliance with current ADA standards.

Reduced widths for ~~bike and pedestrian pathways~~ multi-use pathways may be considered where ROW widths are limited.

Detached sidewalks and multi-use paths are preferred where ROW and topography allows. If sidewalks and pathways are attached then the roadway they should be separated by either a pan or curb and gutter to provide either vertical or horizontal separation.

The Town of Frisco Trails Master Plan, Chapter 3 Paved Trails Typologies and Standards, should be reference as a guide to design of pedestrian and bike facilities. Specifications for design shall follow the criteria outlined in this section.

## **F. Temporary Unpaved Streets**

Under certain circumstances, the Public Works Director may allow either a delay in final paving of a new street, or a delay in the final lift, until the following construction season to allow sufficient time for roadway stabilization or until a certain percentage of build out occurs. In those cases, all street construction up to and including base work shall be completed. Unpaved streets shall be graded to three percent (3%) crown and then re-graded and compacted as required by these standards prior to paving. Unpaved streets will not be accepted by the Town for maintenance purposes.

## **G. Half Streets**

Half streets arise in attempting to locate street centerlines on the perimeters of subdivisions for land parcels. Constructions of half streets are not allowed in the Town of Frisco.

## **H. Erosion Control**

Erosion control shall be in accordance with Exhibit A, the Northwest Colorado Council of Government Water Quality Protection Standards as modified for the Town of Frisco, attached to these Street Design Criteria, and the Frisco Town Code, Section 180, Article 6. The Frisco Town Code shall supersede in the event of any conflict between the two documents. Any deviation from these requirements must be approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria.

## **I. Traffic Signage and Traffic Calming**

All traffic related signage on Town Streets or ROW shall comply with the Manual of Uniform Traffic Control Devices (MUTCD) as to size, materials and installation. Traffic Calming including items such as speed bumps, speed humps, speed dips, and other forms of traffic calming shall be approved by the Public Works Director prior to design. Any such design must include proper consideration to street maintenance, design speed, traffic impacts including emergency vehicles, noise impacts, and neighborhood impacts.

## **V. Other**

All new infrastructure given to the Town shall include a two (2) year warranty with appropriate security provided.

All construction plans shall include or refer to the Town of Frisco Construction General Notes, attached as Exhibit B to this document.

No barriers of any sort shall be allowed within the Town ROW (asphalt or shoulders) of any new public street, except curb and gutter, guard rails, street signs or retaining walls as approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria. Landscaped median features properly designed and approved by the Public Works Director in accordance with Section VI, Waivers to These Criteria are excepted.

Traffic control devices, such as speed bumps and humps, shall be approved by the Public Works Director prior to design. Any such design allowed must include proper design based on speeds and potential impacts to traffic and adjacent neighbors.

Any new subdivision shall have three (3) foot concrete drain pans for drainage and delineation on both sides of the roadway. If minimum grades cannot be achieved, other engineered alternatives may be considered.

Any improvements required on any portion of an existing street which serves as the access for a new development shall be designed and paid for by the developer of that new development. New and existing roadways shall be designed or improved to handle the additional traffic volume generated.

Prior to acceptance of any new street, the sub-divider of developer shall request, in writing, inspection and acceptance by the Town and provide to the Town all soils and materials testing results. The Public Works Director shall inspect the street and notify the developer in writing of acceptance or non-acceptance so the developer may correct them and re-apply. Until such time as the streets are accepted, the developer shall be fully responsible for all maintenance, including snow removal, for the street.

Request for acceptance may only be made between April 15<sup>th</sup> and October 15<sup>th</sup>.

New streets accepted by the Town shall be warrantied for a period of two (2) years from the date of acceptance. The Town shall inspect the streets prior to the end of the warranty period and notify the developer of any deficiencies identified.

Damage to Town property (e.g. pavement, signs, ground cover) as a result of construction activities shall be the responsibility of the developer/owner to repair or replace the damaged Town property at their expense to the satisfaction of the Town.

## **VI. Waivers to These Criteria**

### **A. Summary**

These design criteria as presented are intended to aid that design of the Engineer in preparation of plans and specifications for the Town of Frisco, including minimum standards where required. As with any set of design criteria, occasions will arise in which the criteria or minimums are inappropriate. In these cases, a waiver to these criteria may be considered by the Town, but should not be assumed.

## B. Application

An application for a waiver to these criteria shall be filed with the Public Works Director. The waiver application shall be reviewed by the Public Works Director and shall only be approved upon a determination that:

1. Failure to grant the waiver would result in practical difficulty for the applicant or would make the project economically unfeasible for the applicant.
2. Granting the waiver would facilitate project maintenance; and
3. Granting the waiver would not be detrimental to public health, safety and welfare.

## C. Appeals

~~Any decision made by the Public Works Director may be appealed, in writing, to the Town Manager.~~  
Any decision made by the Public Works Director may be appealed in accordance with Town of Frisco Unified Development Code, Section 180-2.7.1, Appeals. For purposes of appeal under said section, reference to the Community Development Director shall be replaced by reference to the Public Works Director.

## VII. Specifications

All construction methods and materials shall be in accordance with the Colorado Department of Transportation, Roadway Design Guide, and Construction Specifications, latest editions. In addition, testing in accordance with the same specifications shall also be performed.

## VIII. Detailed Design Requirements

### *Design Drawing Requirements*

All construction plans, pertaining to this Street Design Criteria, designed for construction in the Town of Frisco must meet the following criteria:

1. Twenty-four (24) in by thirty-six (36) inch blue line prints.

2. One (1) inch = fifty (50) feet horizontal and one (1) foot = five (5) foot vertical or one (1) foot = twenty (20) foot horizontal and one (1) inch = two (2) foot vertical.

(Larger scales will be considered.)

Any construction plans, pertaining to this Street Design Criteria, designed for construction in the Town of Frisco shall contain the following information:

1. Scale.
2. North arrow.
3. Plan view of all streets.
4. Grades.
5. Profiles or existing ground and proposed street at centerline (existing ground dashed).
6. Length of vertical curves, BVC's EVC's and PIV's.
7. Culverts including location, size and slope, and minimum cover.
8. Crosspans including location, size and slope.
9. All other structures.
10. Existing and proposed utility locations and elevations.
11. Existing and proposed signage.
12. Bench Mark, located within one thousand (1,000) feet of the street, tied to USGS datum, and referenced to the Town GIS datum.
13. Horizontal curve data including radii, delta angles, bearing, distances, centerline stations at one hundred (100) foot intervals, and BC and EC stationing.
14. Right-of-way widths.
15. Street cross sections for all typical sections.
16. Street names, including all intersections.
17. Flow arrows showing direction of drainage.
18. Existing and finished grade contours, two (2) foot spacing (one (1) foot spacing may be requested for more detail in flat areas).
19. Complete design drawings for all structures, such as bridges and box culverts.

20. Stamp and signature of the Colorado Registered Professional Engineer under whose direction the plans were prepared.
21. Soils report (where required).



**Table 1-2**  
**Intersection Design**

<u>Design Topic</u>	<u>Street Type</u>			
	<u>Alley</u>	<u>Local</u>	<u>Collector</u>	<u>Arterial</u>
Minimum Curb or Edge of Asphalt Radius (in feet)	25	30	30	40

**Table 2-3**  
**Street Classifications/Design Specifications**

<u>Street Type</u>	<u>Minimum Dedicated ROW (in feet) (see note 1)</u>	<u>Minimum Paved Width (in feet)</u>	<u>Minimum Allowable Base and Asphalt (see notes 2, 4)</u>
ARTERIAL	100	36 foot paved	4 inch asphalt 5 inch base
COLLECTOR	80	36 foot paved	3 inch asphalt 4 inch base
LOCAL (COMMERCIAL)	60	30 foot paved	4 inch asphalt 5 inch base
LOCAL (RESIDENTIAL)	60	24 foot paved	3 inch asphalt 4 inch base
ALLEYS	40	20 foot paved	3 inch asphalt 4 inch base
CUL-DE-SACS	75 radius	45 foot radius	3 inch asphalt 4 inch base

NOTES:

1. Required right-of-way may be modified in some cases by the Public Works Director.
2. Asphalt mat to be placed in two (2) lifts unless total pavement design is three (3) inches, in which case one lift may be considered.
3. Paving fabric will not be allowed, geotechnical fabric preferred depending on soils testing.

**Table 3-1**  
**Design Speeds**

<u>Street Type</u>	<u>Design Speed (MPH) (see note)</u>	<u>Minimum Centerline Radius (in feet)</u>	<u>Minimum Tangent Between Curves (in feet)</u>
LOCAL	25	75	50
COLLECTOR	35	300	150
ARTERIAL	35	300	150

NOTE: Design speed is not necessarily posted speed.



---

MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: JEFF GOBLE – PUBLIC WORKS DIRECTOR / WATER SUPERINTENDENT**  
**RE: ORDINANCE 19-02 – AMENDING CERTAIN SECTIONS OF CHAPTER 171 OF THE CODE OF ORDINANCES CONCERNING WATER**  
**DATE: FEBRUARY 12, 2019**

As outlined in the Town Charter, we are required to review and update, if needed, various Town documents, standards and Ordinances every five years to keep them up to date. The last changes to Chapter 171 – Water as well as the Water Construction Standards were completed in 2006 and 2011 respectively. The amended Ordinance before you now is being submitted for approval first, as there are revisions to the Water Construction Standards that tie to the Ordinance therefor, creating the need to amend the Ordinance before we amend the Water Construction Standards. Approval of the amendments to the Water Construction Standards will be done by Resolution 19-08 which is currently on the consent agenda during the February 26<sup>th</sup> Council meeting.

Listed below are the proposed amendments to various sections of Chapter 171 – Water:

- Article I Water Use, 171-5C.1 – added the requirement that all water lines be designed by a P.E. licensed in the state of Colorado.
- Article I Water Use, 171-5C.3 – added the requirement that as “as-built” drawings be verified and stamped by the engineer.
- Article I Water Use, 171-5C.4 – added the requirement that all plans and specifications for water lines be designed and stamped by a P.E. licensed in the state of Colorado.
- Article I Water Use, 171-11A – changed the requirement that rates and charges be set by Ordinance rather than Resolution to comply with section 3-7 of the Town Charter.
- Article I Water Use, 171-11D – amended to state that the owner or contractor shall pay the cost of tapping the main and installation of all service lines to include all materials and labor instead of only service lines that are 1-1/2 inch and larger.
- Article IV Water Department Regulations – added the phrase “and from time to time, update or modify said standards” to conform to the requirement to review and amend as needed the Water Construction Standards.

- Article V Water Conservation, 171-22.A(i) – changed phase 2 implementation threshold from 0.75 cubic feet per second to 1.0 cubic feet per second above the required minimum bypass flow on North Ten Mile Creek.
- Article V Water Conservation, 171-23.A(i)(ii) – changed phase 3 implementation thresholds from 0.75 cubic feet per second to 1.0 cubic feet per second above the required minimum bypass flow on North Ten Mile Creek. Changed reference to all town-owned water wells that were in production in 2002 to all town-owned water wells in production during the previous three years.
- Article V Water Conservation, 171-24.A(i)(ii) - changed phase 4 implementation thresholds to 0.75 cubic feet per second above the required minimum bypass flow on North Ten Mile Creek. Changed reference to all town-owned water wells that were in production in 2002 to all town-owned water wells in production during the previous three years.

Please review all these changes and feel free to contact me with any questions or concerns. Thank you for your time and consideration in this matter.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19 –02**

AN ORDINANCE AMENDING CHAPTER 171 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING WATER, BY AMENDING SUBSECTION 171-5.C, CONCERNING WATER SYSTEM EXTENSIONS, 171-11.A, CONCERNING THE ADOPTION OF WATER RATES AND CHARGES; 171-11.D, CONCERNING CHARGES RELATED TO THE TAPPING OF WATER MAINS; 171-22.A, CONCERNING PHASE 2 MANDATORY WATER USE RESTRICTIONS; 171-23.A, CONCERNING PHASE 3 MANDATORY WATER USE RESTRICTIONS; AND 171-24.A, CONCERNING PHASE 4 MANDATORY WATER USE RESTRICTIONS.

WHEREAS, the Town of Frisco, Colorado ("Town") is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority in order to protect the public health, safety and welfare by ensuring the professional engineering of the Town's water delivery system, and the availability of water during times of drought.

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

Section 1. Subsection 171-5.C of the Code of Ordinances of the Town of Frisco (the "Code"), concerning water system extensions, is hereby amended to read as follows:

- C. Extension contract. If the Town Council agrees to permit the applicant to extend the water main, such extension shall be permitted only upon satisfaction by the applicant of all the following conditions:
1. All water service lines and mains shall be paid for by the applicant and shall be designed by a Professional Engineer licensed in the State of Colorado and be constructed in compliance with all standards imposed by the town and all current American Water Works Association standards.
  2. Water mains shall be installed to the farthest point or points of the property to be served and shall be looped whenever possible. Dead end waterlines shall be avoided.
  3. After the completion of the installation of all water mains and receipt by the town of the engineer stamped as-built drawing, the applicant shall deed to the town the mains and all appurtenances thereto and, upon acceptance of the deed by the town, any such deeded water main shall become the unqualified and sole property of the town, and the town shall become responsible for the maintenance and repair of such mains two (2) years from the date of acceptance.
  4. All plans and specifications for proposed water main extensions and construction must designed and stamped by a Professional Engineer licensed in the State of Colorado and be approved by the Water Superintendent prior to the beginning of any construction. All work prior to completion and acceptance must be inspected by the town for compliance with all standards and regulations which the town may impose.

5. Prior to construction, the applicant shall have prepared an opinion that the applicant owns sufficient and adequate property or rights-of-way to permit construction operation and maintenance of the proposed water main extension.
6. The applicant shall provide security acceptable to the Town Council for payment, performance and completion of the proposed extension.

Section 2. Subsection 171-11.A of the Code, concerning water-related fees and charges, is hereby amended to read as follows:

- A. Plant investment fees, Capital EQR schedules, delivery charges, flat rates and fees shall be determined and adopted by Council ~~Resolution~~ Ordinance from time to time.

Section 3. Subsection 171-11.D of the Code, concerning charges related to the tapping of water mains, is hereby amended to read as follows:

- D. The owner/contractor ~~will~~ shall pay the cost of tapping the main and installation of the service line to include all materials and labor ~~for one and one-half inch (1 ½") taps and larger. .~~

Section 4. Subsection 171-22.A of the Code, concerning Phase 2 mandatory water use restrictions, is hereby amended to read as follows:

- A. All of the following Phase 2 water use restrictions are mandatory and shall be in effect: (i) when the in-stream flow in North Ten Mile Creek is less than ~~.75~~ 1.0 cubic feet per second above the bypass flow mandated by the State of Colorado; and (ii) after public notice that the Phase 2 water use restrictions are in effect has been provided in accordance with the requirements of section 171-19 above. No person shall, and no owner of any property shall cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and within one, but not both in the same day, of the following time periods:

<u>Area</u>	<u>Day(s)</u>	<u>Time(s)</u>
North Zone or	Tuesday, Thursday, Saturday	6:00 a.m. to 9:00 a.m.  6:00 p.m. to 9:00 p.m.
South Zone or	Sunday, Wednesday, Friday	6:00 a.m. to 9:00 a.m.  6:00 p.m. to 9:00 p.m.

Section 5. Subsection 171-23.A of the Code, concerning Phase 3 mandatory water use restrictions, is hereby amended to read as follows:

- A. All of the following Phase 3 water use restrictions are mandatory and shall be in effect (i) when the in-stream flow in North Ten Mile Creek is less than .75 1.0 cubic feet per second above the bypass flow mandated by the State of Colorado; ~~and~~ or (ii) when the average yield of all town-owned water wells in production at any given time is between 20 percent (20%) and forty percent (40%) less than the average yield of all town-owned water wells that were in production ~~in 2002~~, during the previous three (3) years and (iii) after public notice that the Phase 3 water use restrictions are in effect has been provided in accordance with the requirements of section 171-19 above. No person shall, and no owner of any property shall cause, permit, suffer or allow any person to, irrigate, sprinkle or otherwise apply water to a lawn or other area of land on which grass is grown, or intended to be grown, except within the following areas and during the following days and within one, but not both in the same day, of the following time periods:

<u>Area</u>	<u>Day(s)</u>	<u>Time(s)</u>
North Zone or	Tuesday, Saturday	6:00 a.m. to 9:00 a.m.  6:00 p.m. to 9:00 p.m.
South Zone or	Sunday, Wednesday	6:00 a.m. to 9:00 a.m.  6:00 p.m. to 9:00 p.m.

Section 6. Subsection 171-24.A of the Code, concerning Phase 4 mandatory water use restrictions, is hereby amended to read as follows:

- A. All of the following Phase 4 water use restrictions are mandatory and shall be in effect: (i) when the in-stream flow in North Ten Mile Creek is less than 0.75 cubic feet per second above the bypass flow mandated by the State of Colorado; and (ii) when the average yield of all town-owned water wells in production at any given time is more than forty percent (40%) less than the average yield of all town-owned water wells that were in production ~~in 2002~~ during the previous three (3) years; and (iii) after public notice that the Phase 4 water use restrictions are in effect has been provided in accordance with the requirements of section 171-19 above.

Section 7. Article IV of Chapter 171 of the Code, concerning Water Department Regulations, is hereby amended to read as follows:

**Article IV**  
**WATER DEPARTMENT REGULATIONS**  
**Water Construction Standards**

Pursuant to this Article the Town Water Superintendent shall prepare, and from time to time update or modify, and the Town Council shall adopt by resolution, Water Construction Standards for the Town of Frisco to regulate the installation of water delivery systems.

Section 8. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING  
ORDERED THIS 22ND DAY OF JANUARY, 2019.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED  
THIS 12TH DAY OF FEBRUARY, 2019

TOWN OF FRISCO, COLORADO:

\_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk