

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, AMENDING
THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE BASALT
SANITATION DISTRICT AND THE TOWN OF BASALT**

**Town of Basalt, Colorado
Resolution No. 43
Series of 2014**

RECITALS

The Town of Basalt Approved an IGA with the Basalt Sanitation District (District) on March 11, 2014, to set forth the responsibilities and conditions for funding, oversight, and repayment responsibilities for the Town's installation of a new sanitary sewer line to replace an old line as part of the Fix the Fork Project.

The Town Council, now wishes to amend the IGA to specify that District is relieved from repaying the Town of Basalt for the amount of the project cost above \$113,020.00.

The Town intends to seek repayment of the project cost above \$113,020.00 (which is at \$141,667 at the time of this resolution) from sources other than the District, such as the formation of a special improvement district ("SID"); development agreements, or other means in exchange for the District's agreement to distribute and transfer the EQRs as proposed by the Town.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BASALT:**

- Section 1.** The Town Council hereby approves the attached amended IGA as included in **Exhibit A**.
- Section 2.** The Town Attorney is authorized to approve the final form of the IGA with any changes reasonably necessary to carry out the intent of this resolution. Substantial changes require approval by the Town Council.
- Section 3.** This resolution to be in full force and effect from and after its passage and approval.

Please return to:
TOWN OF BASALT
101 Midland Avenue
Basalt, CO 81621

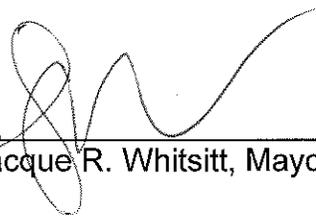
Town of Basalt, Colorado
Resolution No. 43, Series of 2014
IGA with Town and the Basalt Sanitation District

RESOLUTION NO. 43, SERIES OF 2014 WAS READ AND ADOPTED by a vote of
6 to 0 on August 26, 2014.

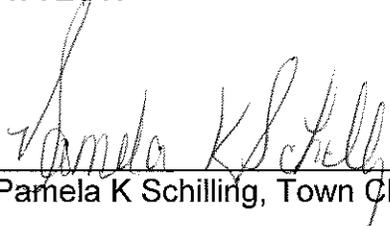
TOWN OF BASALT, COLORADO

ATTEST:

By:



Jacquie R. Whitsitt, Mayor



Pamela K Schilling, Town Clerk



Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF BASALT AND THE BASALT SANITATION DISTRICT FOR REIMBURSEMENT OF SANITARY SEWER LINE INSTALLATION

This Intergovernmental Agreement (the "Agreement") is hereby made and entered into this 26th day of August, 2014, by and between the Town of Basalt (herein after referred to as "Town"), and the Basalt Sanitation District (herein after referred to as "District"), each being duly constituted governmental entities governed by Boards or Councils elected by qualified electors of the Town of Basalt and the Basalt Sanitation District and mentioned above, all of which are located in the State of Colorado.

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 29-1-201, et seq., Colorado Revised Statutes, as amended and Article XIV of the Constitution of the State of Colorado, the Basalt Sanitation District and the Town of Basalt are each legally authorized to cooperate and contract with others for the purpose of providing, on an intergovernmental basis, any function, service or facility authorized to it, including without limit the sharing of costs, and further including authority to provide for the joint exercise of such function, service or facility; and

WHEREAS, the District and Town desire to enter into an agreement to set forth the responsibilities and conditions for funding, oversight, and repayment responsibilities for the installation of a new sanitary sewer line to replace an existing line.

WHEREAS, the Town intends to contract with qualified contractors to relocate/install a sanitary sewer line through a portion of Old Pond Park, extending under the Roaring Fork River from manhole #0-9 to manhole #0-8 (as identified and so numbered by the Basalt Sanitation District), and;

WHEREAS, the District will fund the initial \$113,020.00 for the installation of the sanitary sewer line, and;

WHEREAS, the Town, will provide funding for project expenses in excess of \$113,020 which will be paid through the Town's formation of a special improvement district ("SID"), which SID will also be used to reimburse the District for its out of pocket expenses.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and undertakings of the parties, as herein set forth, IT IS AGREED UPON as follows:

ARTICLE I – TERM

1. **Term.** The initial term of this IGA shall commence upon mutual execution by the parties and expire upon full payment of the amounts funded by the Town as defined in Article III below.

ARTICLE II – SERVICE PROVIDED

1. **General Services**

- a. The Town will develop bid specifications, bid documents, and provide general project oversight.
- b. The District will coordinate with the Town by reviewing design memorandums, bid documents, and construction plans for the extension.
- c. The Town will coordinate final plan review, inter-agency review, general contractor communication, site visits, pre-bid meetings, bid submittal evaluation, and final bid award. The Town will be responsible for obtaining any necessary permits or approvals.
- d. The District shall retain the right of final acceptance of the sanitary sewer line subject to final inspections, review of specialized and or engineered completion reports, and specialized testing. The sanitary sewer line shall be constructed to District standards.
- e. The Town, through its general contractor, shall warrant the improvements against defects in materials and workmanship, for two years following the District's acceptance of the improvements.
- f. Responsibility for initial review/response for Requests for Information (RFI's) from the contractor will be done by the Town. The Town will provide the District with the Town's response to RFI's prior to submittal. Response to

RFI's shall be timely and resolved in a manner so as not to unnecessarily delay progress on the project.

- g. The District shall attend the pre-construction meeting, have the right to review construction and progress at any time, and attend the final walk through. The Town shall keep the District informed of the construction schedule

ARTICLE III – COST RECAPTURE

1. Total payment shall not exceed the base cost of the installation as identified in American Civil Constructors Phase I Sanitary Sewer Replacement bid and change orders approved to date which total \$254,687.00, and any necessary change orders approved by both parties subsequent to the date of this IGA. The total repayment amount shall be subject to adjustment upward or downward in an amount equal to any approved change orders mutually agreed upon by the Town and the District.
2. The District and the Town shall each be responsible for its own costs of designing the improvements, reviewing the design, testing and inspecting the construction of the improvements and administering the construction contract. Cost recapture for the District shall be based only on the construction costs as identified above.
3. Initial payment of \$113,020.00 shall be made by the District to the Town within 30 days after the District's acceptance of the improvements as agreed to between the Town and the District at the District's May 14, 2014, Board meeting.
4. The District has negotiated with the Town for a mutually acceptable repayment plan for the remaining balance on the total payment. This balance will be repaid to the Town by the Town's establishment of a Special District to fund the remaining balance, and thus relieve the District of any further repayment obligations and potentially reimburse the District its initial payment pursuant to paragraph 3 immediately above. The repayment by the District to the Town pursuant to this Agreement shall not be a general obligation of the District but shall be payable solely from the revenue sources set forth in this Article III. ~~Can't this be deleted?~~
5. No interest shall be charged to the District by the Town.

Any payment due from the District to the Town pursuant to this Agreement is due without the submission of invoices or vouchers, subject to available appropriations.

Checks will be made payable to:

Town of Basalt
101 Midland Ave.
Basalt, CO 81621

ARTICLE IV -- DEFAULT, TERMINATION & WITHDRAWAL

1. **Notice of Default.** Failure to pay established fees or other sums payable to the Town by the District hereunder when such sums become due and such failure continues for thirty (30) business days after written notice of failure is given by the Town to the District will be considered a default by the District.
2. **Renegotiation.** The parties have a right to renegotiate this Agreement at any time, in whole or in part. Renegotiations shall occur by giving written notice of at least thirty (30) days by such method as described in this Agreement Article V.3.

ARTICLE V -- GENERAL PROVISIONS

1. **Modification.** This Agreement may be changed or modified only in writing by an agreement approved by the respective boards of each of the parties hereto and signed by authorized officers of each party.
2. **Severability.** Should any one or more sections or provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
3. **Notices.** Any notice or communication required or permitted under this Agreement shall be given in writing, either in person or by registered or certified mail, return receipt requested to the addresses of the parties herein set forth. All notices so given shall be addressed as set forth below. Either party by notice sent pursuant to this paragraph may change the address to which future notices shall be sent.

Notice to TOWN: Town of Basalt c/o Town Manager
101 Midland Ave
Basalt, CO 81621

Notice to District: Basalt Sanitation District c/o District Manager
P.O. Box 527
Basalt, CO 81621

4. **Agreement.** This IGA constitutes the entire agreement and understanding between the participating members on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.

ARTICLE VI – EFFECTIVE DATE & EXECUTION

In accordance with CRS §29-1-203(1), this IGA shall not become effective as to any party unless and until it has been approved by the Town and the District.

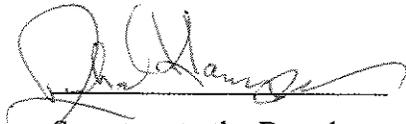
IN WITNESS HEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed the day and year first above written.

The foregoing Agreement is approved by the Board of the Basalt Sanitation District with conditions at its regular meeting held on the 14th day of May, 2014, and by the Town Council of the Town of Basalt its regular meeting held on the 26th day of August, 2014

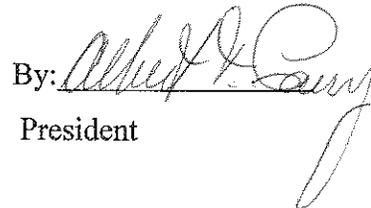
SIGNATURES ON FOLLOWING PAGES

ATTEST:

BASALT SANITATION DISTRICT
BOARD OF DIRECTORS
BASALT, COLORADO


Secretary to the Board

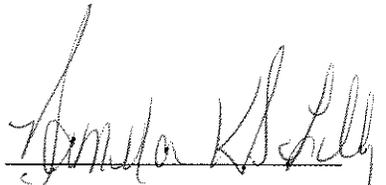
6-11-14
Date

By: 
President

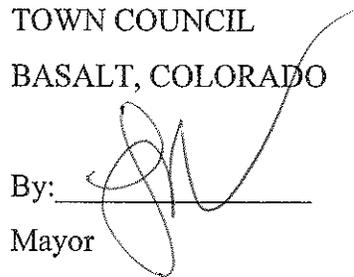
6/11/2014
Date

ATTEST:

TOWN COUNCIL
BASALT, COLORADO


Clerk

9/17/14
Date

By: 
Mayor

9/17/14
Date