

RESOLUTION NO. 34

SERIES 1998

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BRECKENRIDGE SANITATION DISTRICT CONCERNING THE FEES DUE TO THE TOWN IN CONNECTION WITH PHASE 1 OF THE DISTRICT'S IOWA HILL WATER RECLAMATION FACILITY PROJECT

WHEREAS, the Breckenridge Sanitation District ("District") is currently constructing Phase 1 of the Iowa Hill Water Reclamation Facility within the corporate boundaries of the Town of Breckenridge and, as such, is subject to certain construction plan review inspection fees and water plant investment fees charged by the Town in connection therewith; and

WHEREAS, the Town has constructed certain municipal facilities, and intends to construct additional municipal facilities with the corporate boundaries of the District, which will require the payment of sewer plant investment fees charged by the District; and

WHEREAS, the Town and the District have determined that offsetting each other's fees is more efficient than actual payment of such fees, one to the other; and

WHEREAS, governmental entities are authorized by Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one another to provide any function, service, or facility lawfully authorized to each of the co-operating or contracting governmental entities; and

WHEREAS, a proposed Intergovernmental Agreement between the Town and the District has been prepared; and

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement and finds and determines that it would be in the best interest of the Town to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

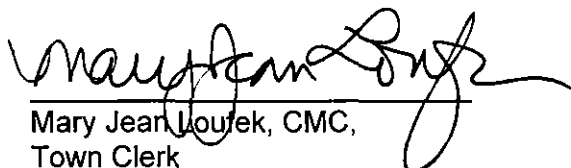
Section 1. The proposed Intergovernmental Agreement with the Breckenridge Sanitation District ("Exhibit "A" hereto) is approved, and the Town Manager is hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

Section 2. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 10TH DAY OF NOVEMBER, 1998.


TOWN OF BRECKENRIDGE

ATTEST:


Mary Jean Lourek, CMC,
Town Clerk

By 
Stephen C. West, Mayor

APPROVED IN FORM


Town Attorney

11/10/98
date

INTERGOVERNMENTAL AGREEMENT
(Breckenridge Sanitation District/Town of Breckenridge)
Iowa Hill Water Reclamation Facility Plan Review Fees

This Intergovernmental Agreement ("Agreement") is made and entered into this 11th day of NOVEMBER, 1998 by and between the Town of Breckenridge, a Colorado home rule municipal corporation whose address is P.O. Box 168, Breckenridge, Colorado 80424 ("Town"); and the Breckenridge Sanitation District, a Colorado quasi-municipal corporation whose address is P.O. Box 1216, Breckenridge, Colorado 80424 ("District") (collectively the "Parties").

WHEREAS, C.R.S. §§29-1-201, et seq., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of article XIV, § 18(2) of the Colorado Constitution; and

WHEREAS, the District is currently constructing the Iowa Hill Water Reclamation Facility within the corporate boundary of the Town and, as such, is subject to certain construction plan review inspection fees and water plant investment fees charged by the Town in the amount of \$119,400.00 as more fully itemized in Paragraph 1, below; and

WHEREAS, the Town has constructed certain facilities and intends to construct additional facilities within the corporate boundary of the District which will require the payment of a plant investment fee charged by the District in the amount of \$56,840.00 as more fully itemized in Paragraph 2, below; and

WHEREAS, the Parties have determined that offsetting each other's fees is more efficient than actual payment of such fees, one to the other; and

WHEREAS, the Parties have satisfied all applicable notice requirements prior to entering into this Agreement.

NOW THEREFORE, in consideration of the above-recited premises and the mutual covenants and commitments made herein, the Parties agree as follows:

1. The Town agrees to waive the following current construction plan review inspection fees and water plant investment fees associated with Phase I of the District's Iowa Hill Water Reclamation Facility presently under construction within the corporate boundary of the Town at _____ Airport Road, Breckenridge, Colorado:

<u>Type of Fee</u>	<u>Amount</u>
Water Plant Investment Fee (Phase I) [7.4645 PIFs @ \$2,775 ea]	\$20,714.00
Plan Check Fee [\$14,371,000 valuation]	\$28,374.00
Building Permit Fee [\$14,371,000 valuation]	\$43,653.00
Heating Permit Fee	\$ 2,424.00
Electrical Permit Fee	\$21,990.00
Plumbing Permit Fee	\$ 2,245.00
TOTAL	\$119,400.00

2. The District shall waive payment by the Town of its plant investment fee for the following Town projects:

<u>Town Project or Facility</u>	<u>No. of PIFs Per District Reqs</u>	<u>Amount @ \$4,000/PIF</u>
Golf Course Clubhouse	5.26	\$21,040.00
Ice Rink	2.87	\$11,480.00
Rec Center (1997 expans)	8.48	\$33,920.00
Golf Course Restrooms	.1	\$ 400.00
TOTAL	16.71	\$66,840.00

3. In order to equalize the respective values of the fees waived by the Parties, the District shall also assign to the Town an additional 13.14 single family equivalent sewer PIFs [$\$119,400 - \$66,840 = \$52,560 \div \$4,000.00$ per PIF = 13.14 PIFs] and shall waive payment of the plant investment fee for said PIFs. These PIFs may be used on Town-sponsored projects within the District boundary and shall be assigned to specific projects at the time of building permit application.

4. This Agreement contains the entire understanding between the Parties and supersedes any prior agreements, negotiations, or understandings relating to the fee offsetting mechanism for Phase I of the District's Iowa Hill Water Reclamation Facility. Any proposed amendment of this Agreement affecting the rights, powers, or obligations of the Parties shall be made in writing

only, and only upon the approval of both Parties as indicated by the signature of an official authorized to make such approval for the Town and the District.

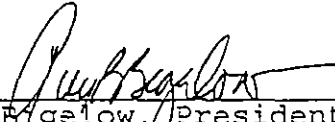
5. Any Party may enforce this Agreement by any legal or equitable means including specific performance and declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

6. This Agreement shall be governed by the State of Colorado and venue shall lie in the County of Summit.


7. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the Parties have executed this Intergovernmental Agreement as of the date first written above.

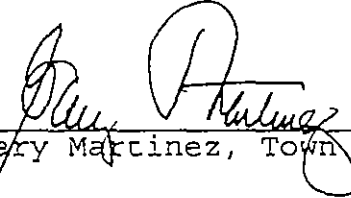
BRECKENRIDGE SANITATION DISTRICT

By:  DATE: 11/25/98
Guy Bigelow, President

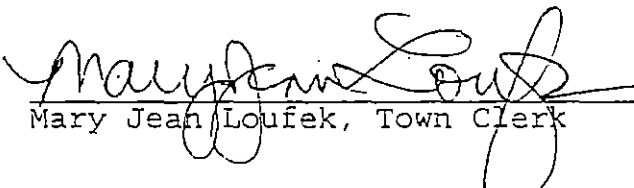
ATTEST


George Eneyart, Secretary

TOWN OF BRECKENRIDGE

By:  DATE: 11/11/98
Gary Martinez, Town Manager

ATTEST:


Mary Jean Loufek, Town Clerk

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November 6, 1998