

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF BASALT
AND THE BASALT RIVER PARK, LLC REGARDING RESPONSIBILITIES FOR
PUBLIC IMPROVEMENTS FOR TWO RIVERS ROAD**

Resolution No. 17, Series of 2021

RECITALS

1. The Town Council approved Ordinance No. 06, Series of 2020 for the purpose of approving the Basalt River Park Development and establishing the framework of how the Town and the BRP Developer construct the Basalt River Park Development and associated improvements on the Basalt River Park Development Property.

2. The Town determined that it was in the best interest of the Basalt community to make substantial expenditures to facilitate the construction of improvements to Two Rivers Road in association with the Basalt River Park Development and the construction of Basalt River Park.

3. In Ordinance No. 06, Series of 2020, it was established that the Developer of the Basalt River Park Development, Basalt River Park, LLC. (BRP) would contribute \$600,000 toward the construction of the Two Rivers Road improvements and the Town would pay for the remainder of the improvements.

4. BRP indicated a desire to manage the construction of the Two Rivers Road improvements as it would provide for efficiencies between the Basalt River Park Development construction and the Two Rivers Road construction.

5. The Parties desire that one contractor make the Basalt River Park Development site improvements and the Two Rivers Road improvements and to construct them at one time to eliminate negative impacts on the Basalt River Park development once constructed.

6. At the February 9, 2021 Town Council meeting, the Council provided informal direction to permit BRP to construct the Two Rivers Road improvements.

7. The Parties desire to formalize how the Two Rivers Road improvements outlined in Ordinance No. 06, Series of 2020 will be paid.

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

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

Section 1. That the Town Council hereby approves the agreement between BRP and the Town attached hereto as **Exhibit A** and authorizes the Mayor and Town Clerk to execute said agreement.

RESOLUTION NO. 17, SERIES OF 2021, IS HEREBY ADOPTED by a vote of 6 to 0, this 13th day of April, 2021, with one abstention.

TOWN OF BASALT, COLORADO

ATTEST:

by 
William G. Kane, Mayor

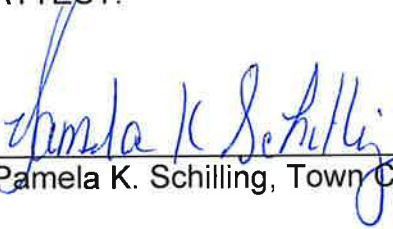

Pamela K. Schilling, Town Clerk



Exhibit "A"

AGREEMENT BETWEEN THE TOWN OF BASALT AND BASALT RIVER PARK, LLC. OUTLINING THE RESPONSIBILITIES FOR PUBLIC IMPROVEMENTS FOR TWO RIVERS ROAD ASSOCIATED WITH THE BASALT RIVER PARK DEVELOPMENT AND THE BASALT RIVER PARK

This AGREEMENT ("Agreement") is made effective as of _____, 2021, by and between Basalt River Park, LLC. ("BRP") a Colorado limited liability company, and the Town of Basalt, Colorado, a Colorado home-rule municipal corporation (the "Town"). BRP and the Town are collectively called the "Parties" and individually, a "Party".

RECITALS

1. Town approved Ordinance No. 06, Series of 2020 establishing the framework for how Two Rivers Road improvements associated with the Basalt River Park can be made.
2. The Town determined it was in the best interest of the Basalt community to make expenditures on the Town Rivers Road improvements associated with Basalt River Park and complete the improvements anticipated by the Two Rivers Road Greenway Master Plan for the area between Midland Avenue and Old Pond Park.
3. Ordinance No. 06 established that BRP would contribute \$600,000 toward the improvements and the Town would pay for the remainder of the improvements.
4. BRP has concluded that they would like to make the Two Rivers Road improvements in 2021.
5. The Parties desire that one contractor make the Two Rivers Road improvements at one time to eliminate negative impacts on the Basalt River Park Development buildings and Park once constructed and to reduce the need for coordination among contractors in a small area.
6. The Parties desire to formalize how the improvements will be paid.

AGREEMENT

NOW THEREFORE, In consideration of the mutual covenants and promises of the Parties contained in this Agreement, and other valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree to the terms and conditions in this Agreement.

Return to:
Town of Basalt, Colorado
101 Midland Ave.
Basalt, CO 81621

A. Two Rivers Road Improvements

1. The improvements identified in Ordinance No. 06, Series of 2020 have been designed and the responsibilities for Two Rivers Road are now reflected by the cost estimates included as Exhibit "B" to Resolution No. 17, Series of 2021.
2. Sopris Engineering has prepared certified cost estimates for the Two Rivers Road and associated sidewalk improvements for an amount of \$1,184,982 as is included as Exhibit "B" to Resolution No. 17, Series of 2021, which includes the Sopris Engineering fees and the project management fee.
3. The Town foregoes the requirement that BRP provides financial security for the public improvements required to be constructed by BRP and instead requires that BRP place their \$600,000 contribution in escrow to pay for improvements. The Town will also place funds in the escrow account to pay for the amount covered by BRP's contribution up to the amount of the certified cost estimate amount referenced in subsection 2 above. Funds may be released to BRP to pay for construction of the Two Rivers Road improvements as needed. BRP and the Town must each authorize draws on the escrow account in writing. The Town Attorney and BRP's attorney will agree on escrow instructions prior to BRP entering into a contract for construction of the Two Rivers Road improvements. In the event BRP fails to complete the Two Rivers Road Improvements within 12 months from the date of this Agreement, the Town shall have the right to draw upon the escrow funds provided by BRP to complete such remaining improvements.
4. BRP agrees to direct BRP's General Contractor, for the Basalt River Park Development construction project, to seek proposal(s) for constructing the Two Rivers Road improvements. The contract will be with the BRP, LLC. and will be brought back to the Town Manager for approval if it is not for more than the amount included in the certified cost estimate attached to Resolution No. 17, Series of 2021 as Exhibit "B". In the event that the contract amount exceeds the certified cost estimate attached to Resolution No. 17, Series of 2021 as Exhibit "B", taking into account the construction items included in the contract it will be brought back to the Town Council for approval.
5. Notice of Default, Right to Cure. In the event of any default under the provisions of this Agreement, the non-defaulting party shall, prior to the exercise of any right or remedy given the party alleged to be in default, provide written notice of such default together with right for a period of ten (10) days after receipt of such notice to cure said default. If an alleged default by its nature is not capable of being cured within the time provided, the party alleged to be in default shall, provided such party is proceeding with all due diligence, have up to an additional twenty (20) days to cure said default. If a default is not cured within the time provided or any extension thereof (which right to cure period shall not under any circumstances

exceed in the aggregate thirty (30) days), the non-defaulting party shall then and thereafter be free to pursue any right or remedy allowed by this Agreement or otherwise by law. The Town may withhold a certificate of occupancy until such time as the Developer has cured any default under this Agreement.

6. Notices. Any notice, demand, or document which either party is required or may desire to give, deliver or make to the other party shall be in writing and may be personally delivered or given by facsimile transmission or given by United State certified mail, return receipt requested, addressed as follows:

To Town: Town Manager
 Town of Basalt
 101 Midland Avenue
 Basalt, CO 81621

To BRP: Timothy Belinski
 Basalt River Park Development LLC.
 723 E. Valley Road, Ste 200
 Basalt, CO 81621

7. Amendments in Writing. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto and duly recorded in the real estate records of Eagle Count, Colorado.
8. No Waiver. The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.
9. Colorado Law. The interpretation, enforcement, or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. Any litigation involving this Agreement, or its subject matter shall be brought and maintained in the District Courts of Colorado, and venue in the County of Eagle. Each party waives all rights to trial by jury. If any litigation is instituted in connection with the rights of enforcement and remedies provided in this Agreement, the court shall award to the prevailing party the reimbursement of its costs and expenses, including reasonable attorney fees, in connection therewith and in any subsequent suit to enforce a judgment.
10. Binding Effect; Recording; Survival. All provisions of this Agreement inure to the benefit of and are binding upon the parties hereto, their heirs, successors, assigns and personal representatives. BRP has the ability to assign responsibilities identified herein with the written approval of the Town Manager.

TOWN:

Town of Basalt, Colorado

By: *William G. Kane*
William G. Kane, Mayor

ATTEST:

By: *Pamela K. Schilling*
Town Clerk, Pamela K. Schilling



Exhibit "B"

TWO RIVERS ROAD TOWN IMPROVEMENTS HIGHLIGHTED IN PINK ON 4/12/21 EXHIBIT					
ESTIMATED CONSTRUCTION COST					
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	
General:					
G1	MOBILIZATION (5%)	JOB	L.S.	\$ 25,000.00	\$ 25,000.00
G2	TRAFFIC CONTROL	JOB	L.S.	95,500.00	95,500.00
G3	EROSION AND DUST CONTROL	JOB	L.S.	6,000.00	6,000.00
G4	CLEAR AND GRUB	JOB	LS	2,000.00	2,000.00
Demolition:					
D1	SAWCUT AND REMOVAL OF EXISTING CONCRETE VALLEY PAN/CURB/FILLET/SIDEWALK	4,500	SF	7.00	31,500.00
D2	SAWCUT EXISTING ASPHALT	2,388	SF	3.00	7,164.00
D3	REMOVE PAVEMENT MARKING AT EXISTING NORTH PARKING/BUS STOP	610	SF	3.00	1,830.00
D4	REMOVE EXISTING SIGNS	JOB	LS	1,000.00	1,000.00
Street and Sidewalk Improvements:					
S1	IMPORT	100	CY	\$ 45.00	\$ 4,500.00
S2	PULVARIZE, WET AND COMPACT EXISTING ASPHALT	3615	SY	\$ 16.00	\$ 57,840.00
S3	4" ASPHALT	555	TON	\$ 120.00	\$ 66,600.00
S4	CURB AND GUTTER	600	LF	\$ 42.00	\$ 25,200.00
S5	FILLET	-	SF	\$ 13.00	\$ -
S6	VALLEY PAN	560	SF	\$ 13.00	\$ 7,280.00
S7	SIDEWALK	1,375	SF	\$ 10.00	\$ 13,750.00
S8	CLASS 6 ABC	185	CY	\$ 48.00	\$ 8,880.00
S9	CENTERLINE STRIPING	1,405	LF	\$ 1.75	\$ 2,458.75
S10	PARKING STRIPING	228	LF	\$ 1.75	\$ 399.00
S11	THERMOPLASTIC PAVEMENT MARKING-HANDICAP AND AISLE	1	EA	\$ 850.00	\$ 850.00
S12	THERMOPLASTIC PAVEMENT CROSSWALK	2	EA	\$ 850.00	\$ 1,700.00
S13	THERMOPLASTIC STOP BAR	2	EA	\$ 500.00	\$ 1,000.00
S14	BUS STOP STRIPING	250	SF	\$ 5.25	\$ 1,312.50
S15	SIGNS (STREET/STOP/HC/EV PARKING)	5	EA	\$ 350.00	\$ 1,750.00
S16	6" COLORED CONCRETE CROSSWALK	260	SF	\$ 15.00	\$ 3,900.00
S17	HANDI CAP RAMPS (CONCRETE IS INCLUDED IN SIDEWALK)	7	EA	\$ 700.00	\$ 4,900.00
Drainage Improvements:					
D1	STORM INLET	5	EA	\$ 5,500.00	\$ 27,500.00
D2	10" HDPE	30	LF	\$ 50.00	\$ 1,500.00
D3	12" HDPE	186	LF	\$ 52.00	\$ 9,672.00
D4	18" HDPE	190	LF	\$ 60.00	\$ 11,400.00
D5	24" HDPE	280	LF	\$ 70.00	\$ 19,600.00
D6	18" FLARED END SECTIONS	2	EA	\$ 500.00	\$ 1,000.00
D7	12" DRAIN STRUCTURE	1	EA	\$ 2,000.00	\$ 2,000.00
D8	5' DIAMETER STORM MANHOLES	1	EA	\$ 6,500.00	\$ 6,500.00
D9	CONNECT TO EXISTING STORM MANHOLE	1	EA	\$ 2,000.00	\$ 2,000.00
Utility Improvements:					
U1	STREET LIGHTS	-	EA	\$ 6,500.00	\$ -
U2	2" CONDUIT FOR STREET LIGHTS INCLUDING TRENCHING,BEDDING AND BACKFILL	-	LF	\$ 10.00	\$ -
U3	ELECTRICIAN'S FEES	JOB	LS	-	-
U4	CAR CHARGING STATION	1	EA	\$ 11,500.00	\$ 11,500.00
Landscaping:					
L1	TWO RIVERS ROAD LANDSCAPING (ALL AREAS)	JOB	LS	\$ 55,000.00	\$ 55,000.00
Fees:					
F1	CIVIL DESIGN, SURVEY, CONSTRUCTION OBSERVATION ,TESTING AND AS BUILTS	JOB	LS	61,500.00	61,500.00
F2	CONSTRUCTION MANAGEMENT FEE	JOB	LS	25,600.00	25,600.00
				SUBTOTAL	\$ 607,086.25
				10% CONTINGENCY	\$ 60,708.63
				TOTAL	\$ 667,794.88
SIDEWALK ONLY COST (INCLUDED IN TOTAL ABOVE)					
S1	SIDEWALK (NOT INCLUDING CROSSWALK)	1,375	SF	\$ 10.00	\$ 13,750.00
S2	CLASS 6 ABC	17	CY	\$ 48.00	\$ 816.00
				TOTAL SIDEWALK COST (INLCUDED IN TOTAL ABOVE)	\$ 14,566.00

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.

TWO RIVERS ROAD DEVELOPER IMPROVEMENTS HIGHLIGHTED IN TURQUOISE ON 4/12/21 EXHIBIT					
ESTIMATED CONSTRUCTION COST					
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	
General:					
G1	MOBILIZATION (5%)	JOB	L.S.	\$ 18,500.00	\$ 18,500.00
G2	TRAFFIC CONTROL	JOB	L.S.	65,000.00	\$ 65,000.00
G3	EROSION AND DUST CONTROL	JOB	L.S.	6,000.00	\$ 6,000.00
G4	CLEAR AND GRUB	JOB	L.S.	1,500.00	\$ 1,500.00
Demolition:					
D1	SAWCUT AND REMOVAL OF EXISTING CONCRETE VALLEY PAN/CURB/FILLET/SIDEWALK	-	SF	7.00	\$ -
D2	SAWCUT EXISTING ASPHALT	-	LF	3.00	\$ -
Street and Sidewalk Improvements:					
S1	IMPORT	910	CY	\$ 45.00	\$ 40,950.00
S2	4" ASPHALT	162	TON	\$ 120.00	\$ 19,440.00
S3	CURB AND GUTTER	685	LF	\$ 42.00	\$ 28,770.00
S4	FILLET	525	SF	\$ 13.00	\$ 6,825.00
S5	VALLEY PAN	170	SF	\$ 13.00	\$ 2,210.00
S6	SIDEWALK	7,205	SF	\$ 10.00	\$ 72,050.00
S7	CLASS 6 ABC	240	CY	\$ 48.00	\$ 11,520.00
S8	CLASS 3 ABC	140	CY	\$ 45.50	\$ 6,370.00
S9	THERMOPLASTIC PAVEMENT MARKING-HANDICAP AND AISLE	3	EA	\$ 850.00	\$ 2,550.00
S10	PARKING STRIPING	543	LF	\$ 1.75	\$ 950.25
S11	THERMOPLASTIC PAVEMENT CROSSWALK	1	EA	\$ 850.00	\$ 850.00
S12	LOADING ZONE AND EMERGENCY ACCESS STRIPING	445	SF	\$ 5.25	\$ 2,336.25
S13	HANDI CAP RAMPS (CONCRETE IS INCLUDED IN SIDEWALK)	5	EA	\$ 700.00	\$ 3,500.00
S14	SIGNS (HANDICAP/LOADING ZONE/EMERGENCY ACCESS)	4	EA	\$ 350.00	\$ 1,400.00
Utility Improvements:					
U1	STREET LIGHTS	2	EA	\$ 6,500.00	\$ 13,000.00
U2	2" CONDUIT FOR STREET LIGHTS INCLUDING TRENCHING,BEDDING AND BACKFILL	345	LF	\$ 10.00	\$ 3,450.00
U3	ELECTRICIAN'S FEES	JOB	LS	\$ 2,000.00	\$ 2,000.00
U4	3-FOOT SHALLOW UTILITY TRENCH*	415	LF	\$ 22.00	\$ 9,130.00
U5	GAS LINE*	60	LF	\$ 8.00	\$ 480.00
U6	SET TRANSFORMER/PEDESTALS*	3	EA	\$ 2,000.00	\$ 6,000.00
U7	INSTALL 4" CONDUIT*	500	LF	\$ 8.00	\$ 4,000.00
U8	FURNISH AND INSTALL 4" CONDUITS (SECONDARY ELECTRIC)*	355	LF	\$ 12.00	\$ 4,260.00
U9	FURNISH AND INSTALL 4" CONDUITS (SECONDARY TELE)*	355	LF	\$ 12.00	\$ 4,260.00
U10	FURNISH AND INSTALL 4" CONDUITS (SECONDARY CABLE)*	355	LF	\$ 12.00	\$ 4,260.00
U11	FIRE HYDRANT ASSEMBLY*	3	EA	\$ 8,000.00	\$ 24,000.00
U12	4" WATER SERVICE*	2	EA	\$ 8,600.00	\$ 17,200.00
Fees:					
F1	CIVIL DESIGN, SURVEY, CONSTRUCTION OBSERVATION, TESTING AND AS BUILTS	JOB	LS	40,500.00	\$ 40,500.00
				SUBTOTAL	\$ 423,261.50
				10% CONTINGENCY	\$ 42,326.15
				TOTAL	\$ 465,587.65
SIDEWALK ONLY COST (INCLUDED IN TOTAL ABOVE)					
S1	SIDEWALK (NOT INCLUDING CROSSWALK)	7,205	SF	\$ 10.00	\$ 72,050.00
S2	CLASS 6 ABC	90	CY	\$ 48.00	\$ 4,320.00
				TOTAL SIDEWALK COST (INCLUDED IN TOTAL ABOVE)	\$ 76,370.00

*NOTE: ITEMS NOTED WITH AN ASTERIX ARE SOLEY ASSOCIATED WITH AND NECESSARY FOR THE DEVELOPMENT PARCEL

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.

TWO RIVERS ROAD NORTH PARKING IMPROVEMENTS: HIGHLIGHTED IN GREEN ON #1921 EXHIBIT					
ESTIMATED CONSTRUCTION COST					
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	
General:					
G1 MOBILIZATION (5%)	JOB	L.S.	\$ 1,500.00	\$ 1,500.00	
G2 TRAFFIC CONTROL	JOB	L.S.	1,500.00	\$ 1,500.00	
G3 EROSION AND DUST CONTROL	JOB	L.S.	500.00	\$ 500.00	
G4 CLEAR AND GRUB	JOB	LS	500.00	\$ 500.00	
Street and Sidewalk Improvements:					
S1 4" ASPHALT	15	TON	\$ 120.00	\$ 1,800.00	
S2 CURB AND GUTTER	105	LF	\$ 42.00	\$ 4,410.00	
S3 FILLET	-	SF	\$ 13.00	\$ -	
S4 SIDEWALK	1,295	SF	\$ 10.00	\$ 12,950.00	
S5 CLASS 6 ABC	30	CY	\$ 48.00	\$ 1,440.00	
S6 PARKING STRIPING	22	LF	\$ 1.75	\$ 38.50	
S7 6" COLORED CONCRETE CROSSWALK	250	SF	\$ 15.00	\$ 3,750.00	
S8 HANDI CAP RAMPS (CONCRETE IS INCLUDED IN SIDEWALK)	1	EA	\$ 700.00	\$ 700.00	
				SUBTOTAL	\$ 29,088.50
				10% CONTINGENCY	\$ 2,908.85
				TOTAL	\$ 31,997.35
SIDEWALK ONLY COST (INCLUDED IN TOTAL ABOVE)					
S1 SIDEWALK (NOT INCLUDING CROSSWALK)	1,295	SF	\$ 10.00	\$ 12,950.00	
S2 CLASS 6 ABC	16	CY	\$ 48.00	\$ 768.00	
				TOTAL SIDEWALK COST (INCLUDED IN TOTAL ABOVE)	\$ 13,718.00

TWO RIVERS ROAD SOUTH PARKING IMPROVEMENTS: HIGHLIGHTED IN BLUE ON #1921 EXHIBIT					
ESTIMATED CONSTRUCTION COST					
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	
General:					
G1 MOBILIZATION (5%)	JOB	L.S.	\$ 1,000.00	\$ 1,000.00	
G2 TRAFFIC CONTROL	JOB	L.S.	1,500.00	\$ 1,500.00	
G3 EROSION AND DUST CONTROL	JOB	L.S.	250.00	\$ 250.00	
G4 CLEAR AND GRUB	JOB	LS	250.00	\$ 250.00	
Street and Sidewalk Improvements:					
S1 IMPORT	-	CY	\$ 45.00	\$ -	
S2 4" ASPHALT	45	TON	\$ 120.00	\$ 5,400.00	
S3 CURB AND GUTTER	190	LF	\$ 42.00	\$ 7,980.00	
S4 SIDEWALK	-	SF	\$ 10.00	\$ -	
S5 CLASS 6 ABC	30	CY	\$ 48.00	\$ 1,440.00	
				SUBTOTAL	\$ 17,820.00
				10% CONTINGENCY	\$ 1,782.00
				TOTAL	\$ 19,602.00
SIDEWALK ONLY COST (INCLUDED IN TOTAL ABOVE)					
S1 SIDEWALK (NOT INCLUDING CROSSWALK)	-	SF	\$ 7.50	\$ -	
S2 CLASS 6 ABC	-	CY	\$ 88.00	\$ -	
				TOTAL SIDEWALK COST (INCLUDED IN TOTAL ABOVE)	\$ -

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.